Ministry of Justice

Ministry of Justice

Rapid Deployment Cells Programme (RDCP)

MBS-04253-2021

Jaggaer project code: prj_7401

Design, Supply and install of modular cell units and associated ancillary units

Rapid Deployment Cells – ECC – *Client's* Scope document

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1.1.1 Project Overview

The prison population is forecast to rise significantly during the 2020s, reaching nearly 100,000 by 2030, putting sustained pressure on the estate over the next decade and beyond.

In response, HMPPS is embarking on the most ambitious programme of prison building in over a century, delivering over 18,000 additional prison places. The majority of these places will be delivered through new prisons, expansions and refurbishment of the existing estate. But these long-term and strategic builds will not address the predicted capacity deficit in the short term, which this project is designed to address. Between now and the end Q.4 2022 this project is expected to deliver the first of the 1,000 temporary prison places within the closed estate to support:

- capacity pressure in the short-term; or
- would allow ongoing maintenance and refurbishment projects without requiring decants at affected prisons.

The Rapid Deployment Cells Projects is intended to help bridge the gap to meet prison population challenges while permanent and long-term capacity is built by delivering 2,000 temporary additional prison places. The delivery programme is critical to HMPPS therefore time is a critical criterion.

RDC Temporary Accommodation will be supplied to the following types of sites:

- Category C Resettlement prisons
- Category C prisons with a Resettlement Cohort
- Category C Training prisons
- Category B Training prisons
- Closed Women's prisons

There are two further types of sites that we now consider necessary to include, given the change in the type of accommodation that will be delivered through this project:

- Male Open estate
- Women's Open estate

The project will be split into site specific (enabling works) and non-site specific (modular buildings):

- Site specific - Existing routes to market SAA Framework for surveys and enabling works
- Non site specific - Modular unit providers for design, manufacture, and deployment

1.1.2 Delivery Model

Achieving the overall delivery of the Programme Objectives as describe in section 1.1.1 relies on the modular designs, manufacture and delivery of the modular units provided by the modular *Contractor* and the site-specific enabling work and construction work on-site, undertaken by the Principal Works Contractor.

This hybrid approach to delivery, whereby the modular *Contractor* shall design and manufacture the units to meet the demand profile; subsequently supplying and installing the accommodation and ancillary units to the pre-agreed sites once instructed under the 'Site Delivery Notice'.

In terms of design, the specification of the modular units is not in accordance with all the usual Ministry of Justice category C standards and MoJ policies. The minimum specific design requirements

to be met, are detailed within Schedule 1, the Performance Specification. The intention being that the *Client* receives proposals for units which are readily available (can be modified or manufactured to meet timescales) and can match the Performance Specification.

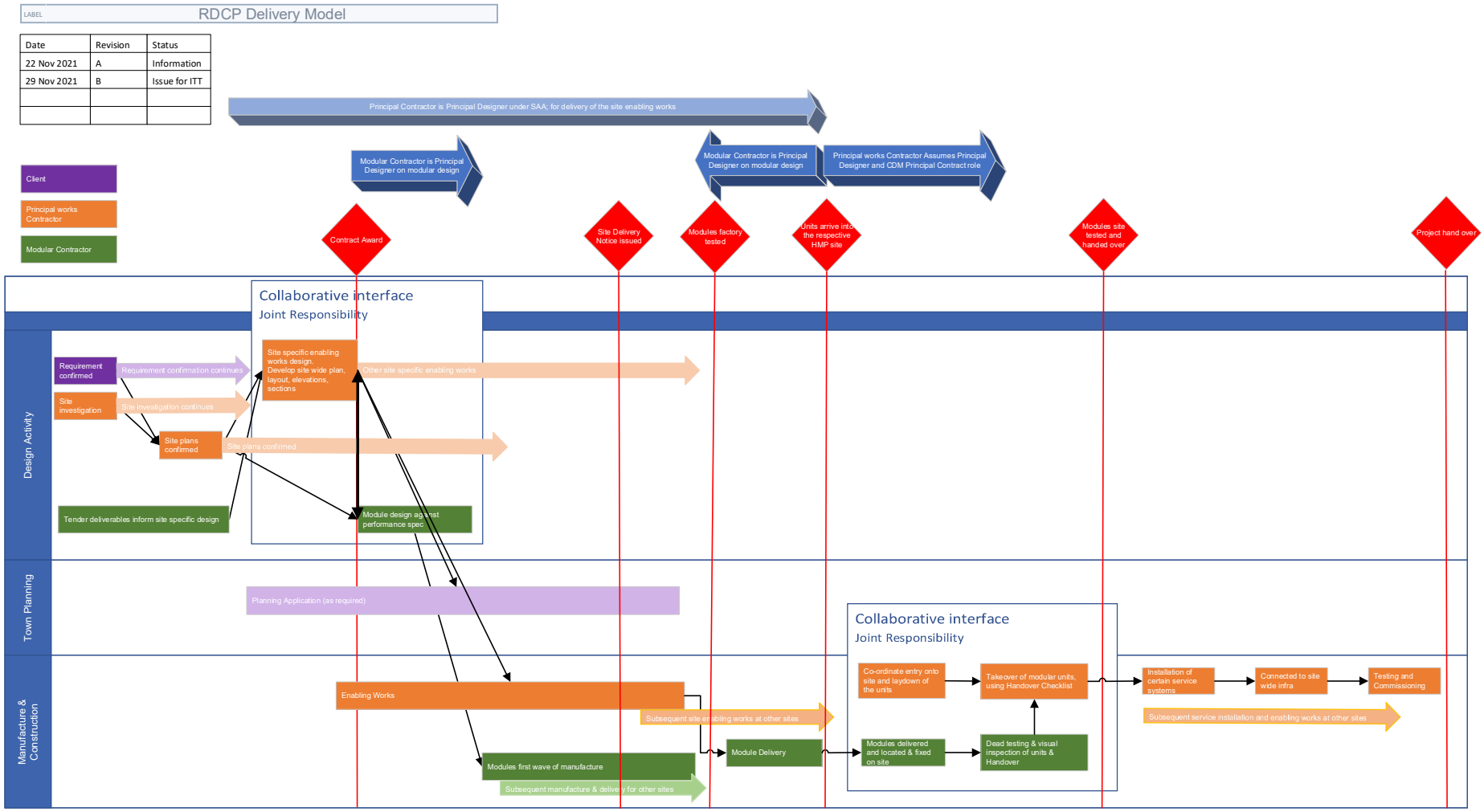
A set of surveys and enabling works for each Site that units are to be delivered to, will be undertaken by Others, managed by the Principal Works Contractor. The modular *Contractor* shall work collaboratively with the Principal Works Contractor, to facilitate the site-specific work provide information including, but not limited to:

1. Structural loadings
2. Electrical capacity
3. Size of the units

The collaboration and communication between modular *Contractor* and Principal Works Contractor is vital to integration the onsite enabling design and the design of the modular unit complexes to eliminate interface issues at the point of construction.

The responsibility of the services commission the installed units will be that of the Principal Works Contractor; refer to the detailed Responsibilities Matrix within Schedule 2, drafted as an indication of likely responsibilities within the Project Execution Plan. The modular Contractor is to review the Responsibilities Matrix as it will form part of the tender return, embedded into the Project Execution Plan, for agreement by the Client and for use throughout the project. After the modular Contractor has located and fixed the units (for both single and double storey); the units are then connected to the pre-agreed services at each Site, the final wiring of defined services and commissioning will be carried out by the Principal Works Contractor.

Figure 1 , RDCP Delivery Model



The Infographic above describes the relationship of activities and parties, timeframes are deliberately omitted and therefore the specific interfaces and dependant activities must be developed and understood through the Execution of the Project and articulated in the Project Execution Plan.

1.1.3 RDCP delivery targets (KPI's)

The modular *Contractor* is to provide the *Client* regular KPI outputs against those specified in Appendix F to the Scope; for performance management purposes. The timing, format of KPI reporting will be as per X20 in the Contract.

1.2 S110 – Description of the *works*

The *works* are:

(i)the design, supply and installation of 200 modular units and associated works and/or services in relation thereto as more particularly described in this Scope and the Activity Schedule; and

(ii) the design, supply and installation of up to 1600 modular units and associated works and/or services in relation thereto as more particularly described in this Scope and the Activity Schedule but only to the extent that the Client has given an instruction to change the *works* and expressly include such units and associated works and/or services.

The modular *Contractor* is to provide the management, delivery of design, manufacture, construction, and delivery services for the whole of the works; RIBA Stages 2 – 7 for the modular units referred to in (i) above and the number of units that may be instructed by the Client as referred to in (ii) above. The likely demand requirement for the modular units, **which will be divided across the chosen suppliers**, is indicated in table 1 below, and at schedule 9. The site-specific information, through the feasibility studies currently being undertaken, will be provided to the modular *Contractor* via a 'Site Delivery Notice' to be delivered to the *Contractor* in accordance with clauses 30.4 to 30.6 of the contract.

A high-level description of the *works* is to provide and install units of a suitable steel framed and steel clad, for the purpose of housing prisoner in a decent and generously spaced room, complete with en-suite facilities. The site set-up will consist of self-evacuating sleeper units to an outside area. They will be complimented with ancillary units such as (Office, Servery, Dinning/Association Room, Self-Cook, Laundry etc), this will allow HMPPS to manage as an integrated facility. There are two models single and double stacked configurations, with associated walkways and stairs. The units are required to have a minimum life span of 15 years and to be suitable for relocation.

Table 1. Potential site locations and indicative breakdown of the number of units.

The table below shows the Client's indicative demand for units by region based on the information available at this time. This is however subject to change. Some Sites have not yet been identified and further feasibility studies need to be carried out and so the total number of units shown below is just in relation to the Sites where indications have been given from the feasibility studies carried out to date. Further sites will be added and the total number of units will be approximately 2400 units. The Client's specific requirements at each Site will be notified to the Contractor through its Employer's Site Requirements to be delivered pursuant to clause 30.4 of the contract. Further detail on the breakdown of 'Other Units' by type (aligned to Table 1) is contained within Schedule 9 of Appendix A of the Scope.

	1 bay Sleeper Units	Accessible Sleeper Units	Other Units	1 bay Sleeper Units	Accessible Sleeper Units	Other Units	1 bay Sleeper Units	Accessible Sleeper Units	Other Units	TOTAL UNITS identified from feasibility studies to date
East Midlands	68	12	17	102	18	15	20	4	5	261
East of England	93	17	15	130	24	19	0	0	0	298
West Midlands	0	0	0	0	0	0	20	4	5	29
North East	0	0	0	34	6	8	20	4	5	77
North West	60	12	18	102	18	15	40	8	10	283
Yorkshire and the Humber	68	12	16	0	0	0	99	21	24	240

South East	68	12	17	34	6	8	0	0	0	145
South West	139	25	32	0	0	0	77	16	18	307
London	0	0	0	0	0	0	0	0	0	0
Wales	0	0	0	68	12	9	0	0	0	89
TOTAL	**496**	**90**	**115**	**470**	**84**	**74**	**276**	**57**	**67**	**1729**

The strategy to define the Client's requirements across the prison estate (in terms of specific Sites and number and configuration of units) will be shaped by further feasibility studies. A primary selection criterion for the first group(s) of Sites is likely to be those establishments which can take advantage of Permitted Development Rights; further Sites may be determined by those establishments which cannot take advantage of the Permitted Development Rights. Note that there are several Sites where feasibility work is in its early stages. Whilst specific Site details and the Client's likely demand cannot be precisely defined at this stage we note the overall intention of the programme which will be **divided across the chosen suppliers** is to deliver approx. 1200 units by November 2022 and 1200 units by September 2023.

The modular *Contractor's* works include the following:

Design

Design of the following modular unit types, detailed within Table 2, to meet the Performance Specification documents contained within Schedule 1 (Annex A of the Scope).

In terms of sustainability, consideration shall be given to minimize any adverse effects that construction may have on the environment in line with the MoJ core requirements; in addition to those requirements as set out in clause 118 of the contract. This includes ensuring that the units operate without the use of fossil fuels

Table 2. Summary of unit types

The categories of unit function are described below in bold, although some have potential for multipurpose; 17 permutations of those categories.

Category	Function
Typical Accommodation Unit; Single bedroom with en-suite WC/shower	1. One bay
Typical Low mobility / Accessible Accommodation Unit; Single bedroom with ambulant accessible en-suite WC/shower	2. One bay
Multi-function room (A) that might be a Dining room / Association room / or Group room	3. One bay 4. Two bays 5. Three bays
Self-Cooking Facility Unit	6. One bay 7. Two bays
Servery Unit	8. One bay 9. Two bays
Pin phone	10. One bay
Toilet	

11. One bay	
Staff cabin; Comprising a WC, kitchenette, and office area	
12. One bay	
13. Two bays	
Laundry Unit	
14. One bay	
Multi-functional room (B) that might be a:	
15. One bay	**Store Unit**
16. One bay	**Interview room**
17. One bay	**Medical / dispensary room**

The following design information is to be shared and co-ordinated with the Principal Works Contractor who will be undertaking the enabling works, infrastructure, groundworks, and foundations.

- Structural analysis and loading of all units, stairs and set ups, including any fixing details.
- Power usage profiles for all units.
- Power connection points and requirements for all units.
- Drainage connection points and requirements for all units.
- Water connection points and requirements for all units.
- Fire alarm cableways, routes, and allowances.
- Telecoms, routes, and allowances.
- General alarm cableways, routes, and allowances.
- TV aerial cableways
- Lightning protection requirements
- Plant room - co-ordination of services routes, fixing details and requirements, cooling requirements.
- Loading impacts of delivery wagons to enable suitable transport roads to be developed.
- Loadings of installation plant to enable suitable ground to be developed for off-loading and placement of the units.
- Information required to develop and complete a fire strategy for each Site(s)

Manufacture

Manufacture of the units, to meet the Site Completion Dates to be agreed with the Contractor pursuant to clause 30.6 which will take into account the Client's specific demand requirements once known and the Completion Date. The quality of the manufactured units will be in accordance with the Contractors Quality Management System and be subject to the Factory Acceptance Tests as per section S760.

Installation of the Furniture, Fixtures and Equipment (as per the Performance Specification)

Delivery

The modular Contractor will be notified of the Access Date and requirement at a Site via the Site Delivery Notice, within which it will also include 4.20 Meeting Minutes for each Site. Sites have been identified for the delivery and location of these modular accommodation and ancillary units into their required and permanent positions, including any fixing to site or between units that may be required. As highlighted at Table 1 the locations of the new compounds are still in the process of being finalised through feasibility studies. The modular *Contractor* shall deliver, locate in final position (whether single or double staked), fix and dead test the units on site in isolation from the site wide infrastructure. Upon completion of the Site Acceptance Tests (Section S706) and on mutual agreement of handover condition of the installed modular units, the Principal Works Contractor will be responsible for the connection of the units to site infrastructure and services and subsequent commissioning. Services will include Power, Water, Drainage, Data, Security and Alarm systems. The modular Contractor will be required to return to site if testing and commissioning by the Principal Works Contractor identifies a potential defect with the module.

- **Site Assumptions**

As per section 1.1.2 the modular *Contractor* shall work collaboratively with the Principal Works Contractor, to facilitate the integration of on-site enabling design and the design of the modular unit complexes so that interface issues at the point of construction on site are eliminated. The base assumptions on the site (informed by the information from tender response) that can be made by the modular *Contractor* on the site conditions are as below; and the modular *Contractor* shall assist the Principal Works Contractor in providing these conditions by supplying timely information for the site design work.

The modular Contractor shall also review the specific constraints of the sites, for delivery, which will be informed by its physical inspection of the Site, the 4.20 meetings attended and the Site Delivery Notice; thus, providing a means to understand and mitigate those constraints where possible. In particular, note the requirement to understand the lead time for the provision of escorts onto site and give the Client and Principal Works Contractor that duration to provide the necessary resource and to ensure that on-site works can be facilitated by the establishment, at the time planned.

Base assumptions

Ground is prepared and services in place, ready for the modular units based on the tender information provided.

Specific Constraints

- Access to final position of the delivered units has been incorporated into the Employer's Site Requirements, issued to the Contractor pursuant to clause 30.4.
- Building plans and schedule of accommodation for the unit(s) are agreed with the Governor
- Working times are deconflicted with Operational Prison activities
- Working areas are deconflicted with other programmes of work onsite
- Suitable laydown areas are identified and available, via layout plans or constraints plans for compound location; any cranage or plant movement has been agreed with all stakeholders; or any other related works to locate the units
- Establishment requirements have been met as defined by the minutes of 4.20 meetings which may include, but is not limited to, the following:
    - Site personnel behaviour
    - Access and egress
    - Working hours
    - Security checks
    - Use of electrical and radio devices

1.3 S115 – Project Deliverables and Interface

Refer to Schedule 2 for a summary of the Project Deliverables. The Project Deliverables document and appendices provided are a summary, not an exhaustive list, and shall be read in conjunction with this Scope document, the supporting schedules and appendices, and the Tender Submission Checklist and Document Register. To note, a key document for the successful delivery of the project is the Project Execution Plan, provided as a template within Schedule 2, for development and issue at tender return and for use in collaboration with the necessary stakeholders, throughout the duration of the project.

1.4 S120 – Procurement Approach

The detailed procurement approach is set out in the Invitation to Tender, in summary this ITT seeks to appoint four Contractors. The MoJ anticipates purchasing approximately 2,400 temporary additional prison units through the Agreement. Each of the successful Bidders will be required to supply at least 200 units (inclusive of accommodation and ancillary units).

The Contractor will design, manufacture, and install units suitable for both single and double stacked configurations, with associated walkways and stairs. The units are required to have a minimum life span of 15 years and to be suitable for relocation.

The Contractor's schedule of rates will form the basis of a fixed price, lump sum for each site selected by the MoJ for deployment of the units.

1.5 S130– General roles and responsibilities

Project Stakeholders

A list of Project stakeholders is included in the below table 3.

The modular *Contractor* shall:

1. interact with all Project stakeholders in accordance with the contract and this Scope document update and include this schedule within the Project Execution Plan.

2. in addition, where a Project stakeholder is noted as an "Interested Party" in the table below, keep both the *Project Manager* and the Interested Party appraised of the progress of the Project in accordance with this Scope document and associated Schedules.

Table 3 - List of stakeholders

Role	Name	General Responsibility
Listed in Contract Data		
Client	*Client*	The *Client* shall: - perform the role of the Client to communicate its Project aspirations to the other Project stakeholders. - make ultimate decisions on design or operational changes in accordance with the contract and this Scope document. - finance the scheme; and - represent HMPPS and Her Majesty's Government.
Project Manager	Mace Limited (company number 02410626, whose registered office is situated at 155 Moorgate, London EC2M 6XB)	The *Project Manager* shall: - perform the role of the Project Manager. - monitor and report on the Project with respect to programme, cost, and quality; and - represent the *Client.*
Supervisor	TBC	The *Supervisor* shall (with the support of the Technical Assurance Team): - perform the role of the Supervisor - monitor and report on quality and testing; and - represent the *Client.*
Contractor	The Modular *Contractor*	The Modular *Contractor* shall: - fulfil its obligations under this contract. - overall delivery of the design, manufacture and install of the additional prisoner places in accordance with this Scope. - management, coordination, and control of all associated activities. - Interface with and facilitate the design and construction work of Others as identified under this contract and Scope.
Principal Works Contractor	The Principal Works Contractor	The *Contractor* shall fulfil the statutory role under and as defined in the CDM Regulations.
Principal Designer	The Principal Designer	The *Principal Designer* shall fulfil the statutory role under and as defined in the CDM Regulations prior to the Units being delivered to site.

Role	Name	General Responsibility
Project Consultants	Gleeds Advisory Ltd. Vanbrugh House , Grange Drive, Southampton, Hampshire,SO30 2AF Cushman Wakefield 125 Old Broad Street, London, England, EC2N 1AR	Gleeds shall provide commercial consultancy services to the *Client.* Cushman Wakefield shall provide Town Planning consultancy services to the *Client.*
Technical Assurance	Mace Limited (company number 02410626, whose registered office is situated at 155 Moorgate, London EC2M 6XB)	Mace Limited shall provide Technical Assurance consultancy services to the *Client.*
Others		
Main works Contractor	Principal Works Contractor (SAA Contractors - TBC by site)	- To carry out the infrastructure, groundworks, and foundations to facilitate the install - the connection of the modular units to site infrastructure and services - To carry out post unit installation MEP works including the general, fire alarm and aerial connection, wiring, final fix, and commissioning. - Interface with and facilitate the design and installation work of Modular *Contractor*
Planning Consultant	Cushman & Wakefield	- Discharge of planning requirements. The *Contractor* is to liaise with the planning consultant and provide all necessary information related to the *Contractor's* Scope for the discharge of planning for each Site to the planning consultant. The supply and issue of information shall be carried out through the Common data environment or CDE (Identified in section 2.16 S285
Free Issue Materials (FF&E) supplier	Various, including Public Sector Prison Industries	- Fixed FF&E to be fixed to the manufactured units at the factory - Loose FF&E to be installed to the units once the units are installed on site. - The responsibilities for various specific Free Issue Materials (FF&E) are described in the Scope Matrix (Appendix 2 to the Performance Specification), some of which will be supplied by Prison Sector Prison Industries.
Other interfaces		
Mace Technical Assurance	Mace Limited (company number 02410626, whose registered office is	- Notwithstanding the modulars responsibility to deliver a compliant design; Technical Assurance will provide comment on designs to the Client to assure the design for compliance

Role	Name	General Responsibility
	situated at 155 Moorgate, London EC2M 6XB)	with the performance specification, then minimum estate requirements, and the Scope.
Interested Parties		
HMPPS	HMPPS	HMPPS shall communicate any aspirations to the *Client.*
Governor's/Deputy Governors	For each *Site*	Governors and Deputy Governors shall communicate any aspirations to HMPPS and the Client. Note, Governors or deputy Governors may take the lead on the 4.20 requirements for access and security restrictions.
Service Delivery Managers/Site contact	For each *Site*	Service delivery managers/Site contacts may liaise directly with the Principal Works Contractor to establish any constraints to delivery and installation under the 4.20 agreement referenced in section XXXX. Note, Governors or deputy Governors may take the lead on the 4.20 requirements for access and security restrictions.
FM Provider	Amey/GFSL	The FM Providers will liaise with the *Contractor* through the *Client* and *Project Manager* to identify any handover/soft landing requirements.
MoJ Technical standards	MoJ Technical standards	Approve and accept derogations.

***Contractor's* Organogram**

The *Contractor* shall provide an organogram in response to this Scope document, showing as much detail as possible of its proposed core team structure with identified personnel. This will be kept up to date by the *Contractor* for the duration of the contract included in within the Project Execution Plan. The Project Execution Plan must be shared and used as a working document throughout the life of the project; stored and updated on the Clients Common Data Environment (the "**CDE**") in a location stipulated on application via the Data Handling Request. The Common data environment is identified in section 2.16 S285 of the document.

2.0 S200 – General Constraints on how the *Contractor* Provides the Works

The modular *Contractor* provides the *works* and with cognisance of the general constraints identified in S 205.

2.1 S205 – General Constraints

2.1.1 Existing Site Information

Each Site(s) existing information will be shared via viewpoint and co-ordinated by the Principal Works Contractor. Access to the CDE will be provided once a relevant DHR has been completed as provided in schedule 3.

2.1.2 Contractor's logistics plan

The modular *Contractor* shall prepare a logistics plan for each Site which covers the supply of materials, equipment, and plant whilst being cognisant of the surrounding road network and specific

Site constraints. The modular Contractor's logistics plan must take account for the specific requirements identified under the 4.20 Security Conditions for each Site and must be reviewed and approved by the Principal Works Contractor.

The specific details and constraints on security and access for each Site will be identified prior to 'Site Delivery Notes' being instructed. Furthermore, the modular Contractor should allow for attendance to two 4.20 on-site meetings per site to confirm the specific details and constraints in the Site Delivery Note. It is expected that each meeting will identify constraints and requirements for the following items (a indicative list for each Site)*:*

- Physical security requirements
- Control of documentation
- Staff clearance requirements (vetting)
- Access times
- Access constraints
- Access and egress procedures
- Delivery procedures
- Traffic management procedures
- Management of materials procedures
- Management of tools and equipment procedures
- Fencing requirements
- Parking and compound arrangements (If required)

2.1.3 Working within *Other* working area

It is expected that the working area within each Site will be managed by the Principal Works Contractor. The modular *Contractor* could be subject to their health and safety rules and policies for each Site including but not limited to:

- Risk assessment and method statement requirements
- Inductions
- Lifting plan procedures
- Permit procedures
- Hot works procedures.
- Vehicle movement
- Parking arrangements
- Storage arrangements

As such the modular Contractor should make allowances for compliance with the Principal Works Contractors' rules and policies.

2.2 S210 –Confidentiality

2.2.1 Security aspects letter & the 4.20 security conditions

The Contractor will have completed a non-disclosure agreement prior to receipt of this tender enquiry.

The *Contractor* is to adhere to all conditions in the "**Security Aspects Letter**" (SAL) included within schedule 3.

A Data Handling Request ("DHR" labelled Appendix D within schedule 3) must be completed by all individuals and organisations to gain access to project sensitive information and data, refer to guidance document to complete. The modular *Contractor* shall allow for all individuals and organisations to complete a DHR such that Project information can be accessed. The modular *Contractor* shall submit a DHR on the first day post Contract Execution. so that access to Project Information is received as soon as possible. Note that the Data Handling Requests can be updated at any time but must be revised every three months. The DHR's should be returned to the Client Representative Security team via the following email, dhr@macegroup.com, for processing and validating.

Within the three months of a DHR's validity, security checks and vetting are to be completed. All personnel working on MoJ projects must obtain, as a minimum, a successful Baseline Personal Security Standard (BPSS) check (UK Governmental Requirement), and Enhanced Level 1 where required in accordance with the SAL or as stipulated by the Prison establishment. The responsibility of these checks (including cost) belong to the modular Contractor and may be audited at any time by the MoJ.

Application for the relevant security checks and vetting must be made by the modular Contractor within 1 week of Contract Execution.

The modular *Contractor* should adopt the Government Document Security Classification balancing the Project specific needs of confidentiality, integrity, and accessibility with the consequences of any loss or unauthorised release of information.

The modular *Contractor* shall comply with the 4.20 Security conditions document contained within schedule 3. As part of the 4.20 security conditions, the modular Contractor must attend and contribute to those meetings at the Site*'(s)* establishment to determine the Site specific security constraints, specifically regarding the following items.

- Control of documentation
- Staff clearance requirements (vetting)

The modular *Contractor* is required to comply with each of the Site's specific requirements that are determined through these meetings. As part of the modular *Contractor's* response to this tender, the contractor shall complete "appendix G – SAL response document" contained within schedule 3. The *Contractor* should identify how they will comply with the general and HMPPS specific security requirements. Until such time that the 4.20 security conditions meeting has been held, some specifics of each Site will remain open.

2.2.2 General HMPPS rules on security of documents

Documents issued to the modular Contractor remain at all times the property of the *Client* and on completion of the project shall either be returned to the *Client* or be certified by the modular Contractor as having been destroyed in a secure manner.

The modular *Contractor* shall be responsible at all times for the security of all documents in its possession whether issued by the *Client* and/or on behalf of the *Client* or copied or produced by the modular *Contractor* or its Subcontractors.

The modular *Contractor* shall notify these security requirements to all personnel, and the personnel of its specialists, handling documents. The modular *Contractor* shall include these security requirements in all contracts with its specialists and shall be responsible for ensuring compliance with them.

The modular *Contractor* shall be responsible for the issue and return of all documents to its own personnel and the personnel of *Subcontractors*.

The modular *Contractor's* security manager shall arrange for the secure destruction and recording of any documents that are no longer required, have been superseded, or are extra to the *Contractor's* requirements.

The modular *Contractor* shall report immediately to the *Client* the loss of any documents stating details of the loss and what action the *Contractor* is taking to secure their recovery.

Further details are covered within the documents contained within schedule 3.

2.3 S215 – Security and protection of the Site

The *Contractor* shall comply with the documents contained within schedule 3 in particular the 4.20 Security Conditions and the security aspects letter.

It is expected that the working area within each Site will be managed by Others namely the Principal Works Contractor, highlighted in table 3, TBC depending on the location. It is expected that the security hoarding and protection of the Site(s*)* will be managed in accordance with the 4.20 conditions by the Principal Works Contractor*.*

As part of the response to the tender the modular *Contractor* must complete appendix G of the schedule 3 to identify how they will comply with HMPPS requirements, identifying the relevant sections to the modular *Contractor's* Scope of works.

The specific details and constraints on security and access for each Site will be identified through 4.20 Security conditions meetings held with each Site. The modular *Contractor* should allow for attendance within the first week post contract execution to sites that may have been allocated under a

Site Delivery Notice. It is expected that each meeting will identify the following non – exhaustive list for each Site*:*

- Physical security requirements
- Control of documentation
- Staff clearance requirements(vetting)
- Access times
- Access and egress procedures
- Delivery procedures
- Traffic management procedures
- Management of materials procedures
- Management of tools and equipment procedures
- Fencing requirements (if required)
- Parking and compound arrangements (If required)

2.4 S220 – Security and identification of people

The modular *Contractor* shall provide a Security Manager from the Contract Date in accordance with the security aspects letter and the 4.20 security conditions. Their responsibilites will include but are not limited to, the management of Site-specific security procedures, training and security checks. Note: without proof of the correct security clearance, personnel will not be permitted onto Site*(s)*. The required level of security clearance to access Site for the works will be identified through the 4.20 security conditions meetings held for each *Site*.

The *Contractor* shall comply with the documents contained within schedule 3 in particular the 4.20 Security Conditions and the security aspects letter.

As part of the response to the tender the *Contractor* must complete appendix G of the SAL to identify how they will comply with HMPPS requirements, identifying the relevant sections to this Scope of *works* and their roles and responsibilities in security and the identification of people.

2.5 S225 – Protection of existing structures and services

The modular *Contractor* shall verify the protection requirements through meetings with each establishment and co-ordination with Principal Works Contractors .

The modular *Contractor* may be required to protect work produced by the Principal Works Contractor, including underground services whilst installing the units. This will need to be co-ordinated with the Principal Works Contractor.

Allowances should be made accordingly.

2.6 S230 – Protection of the *works*

The modular *Contractor* shall appropriately protect any plant, materials and completed *works* against damage. The modular *Contractor* acknowledges that it shall protect the same (including *works* that may have been inspected) prior to Completion.

The modular *Contractor* shall produce a summary of how it intends to manage the protection of completed *works* during the manufacturing and construction period, this should be included in the manufacturing and Construction Phase Plan.

The modular *Contractor* shall allow for the sufficient protection of the *works* from the elements during storage. The modular *Contractor* shall identify in their response to the Scope document how they intend to protect the units during storage from general damage and from weather impacts.

2.7 S235 – Cleanliness of roads

In co-ordinating with other works potentially taking place on Site. The modular *Contractor* should appraise himself of the condition of the roads at the start of each shift. If any issues exist prior to the modular *Contractors works* commencing they should identify it to the Site, contact. The modular *Contractor* is responsible for cleaning up any mess or debris created by its work within the Site*(s)* roads and on the routes leading to the Site*(s)*.

The modular *Contractor* shall:

- Implement a traffic plan as part of the overall Construction Phase Plan
- Ensure those materials deposited on neighbouring access roads used by construction traffic shall be regularly swept up and removed. Such sweeping up shall be at a frequency commensurate with the activities on Site and nature of the traffic
- Ensure that no vehicle leaves the Site in a dirty condition such that it therefore transfers Site debris onto the public footpath or highway; and
- Ensure that all vehicles removing material from Site shall use appropriate measures to mitigate debris transfer

2.8 S240 – Traffic management

The modular *Contractor* is to plan and implement controls so that modular unit deliveries enter the Site(s) safely as part of the overall logistics strategy.; and is to collaborate on their development and communicate the agreed plans to the Principal work Contractor in a timely manner. It is the responsibility of the Principal Works Contractor responsibility to coordinate and control all vehicle, material, and equipment movements within the Site (all of which shall have suitable banksman controls); including the delivery of the modular units, however the modular Contractor communicate their requirements to the Principal Works Contractor.

It is the primary responsibility of the Principal Works Contractor to coordinate and control all vehicle, material, and equipment movements within the Site*(s)* in accordance with the constraints and requirements, that are identified through the 4.20 process with each establishment. The modular *Contractor* will be required to submit a Pre-construction logistics plan to the Project Manager taking into consideration any access constraints, on a site-by-site basis. This will need to be carried out in coordination with the Principal Works Contractor.

All vehicles requiring registration to the Fleet Operator Recognition Scheme ("**FORS**") attending Site are to be certified to Bronze level or above.

The *Contractor* should be cognisant and allow for all local authority/police restrictions for abnormal loads, wide loads or similar.

2.9 S245 – Condition survey

A condition survey of each Site shall be undertaken by the modular *Contractor* prior to the delivery and installation of the units. The condition survey should inspect transport routes throughout the Site and the location for installation. The condition survey must be issued to the *Project Manager* and the *Client* via the agreed common data environment (CDE) for acceptance prior to the *works* commencing to establish an agreed baseline.

2.10 S250 – Consideration of others

Through the 4.20 agreement and the meetings with each Site establishment, the modular *Contractor* shall identify considerations that will need to be taken of others. Any restrictions or constraints required locally at each Site to accommodate others, will be identified through this process. This will include but is not limited to the following interfaces with others that should be considered through this process:

- Staff
- Security
- Facilities management
- residents
- The contractor carrying out the enabling works
- Any other works being carried out within the establishment
- Neighbours to the establishment

Details of the restrictions and mitigations to be taken at each establishment in regard to noise, dust, traffic movements etc, shall be incorporated into the construction phase plan and logistics strategy.

2.11 S260 – Control of the *works*

The modular *Contractor* is to engage with each of the required bodies to establish any permit, licence, and agreement requirements to allow them to discharge their responsibilities under this contract.

- The establishment through the 4.20 engagement process
- The Principal Works Contractor managing the working area
- Local authorities for traffic management
- Any other statutory bodies as required

The modular *Contractor* is to comply with the requirements established with each to discharge its requirements under this contract.

2.12 S265 – Site Cleanliness

The modular *Contractor* shall comply with the Principal Works Contractors Site Cleanliness requirements in order to ensure that the Site is kept clean and tidy and free of obstructions associated with the *works* to prevent, as best as possible, slips, trips, and falls.

The modular *Contractor* shall comply with the Principal Works Contractors designation areas for pedestrian movement which are segregated from construction vehicle traffic where possible with clear signage and wayfinding.

The modular *Contractor* shall comply with the Principal Works Contractors procedures to store hazardous materials, plant, or equipment in a COSHH store suitably located (considering the risk to persons on Site and ecology).

If skips are to be used on Site, the modular *Contractor* shall comply with the Principal Works Contractors procedures to ensure that appropriate netting is used or that closed skips are used.

The modular *Contractor* shall comply with the Principal Works Contractors plans to organise material, equipment, plant, and waste storage areas such that they are located and maintained so as not to encourage trespass and minimise the risk of fire.

All of the above, where appropriate shall be done in accordance with the requirement of the Others that are managing the working area.

2.13 S270 – Waste Materials

All waste produced by the modular *Contractor* on Site*(s)* is to be removed from Site(s) by the modular *Contractor*. Waste is to be managed in accordance with the reduce, reuse, recycle policy and in accordance with the general waste targets contained with the specification in schedule 1.

Waste at the factory is to be managed in accordance with the specification and the recycling and reuse targets identified in the specification document contained in schedule 1.

The modular *Contractor* shall provide a Site waste management plan to the *Project Manager* which shall provide details on:

1. how materials will be segregated and details of how the waste material will be recycled (if applicable).
2. the type of waste removed from Site.
3. the identity the company who removed the waste; and
4. the details of the Site the waste was removed to.

The modular *Contractor* shall provide details in the Site waste management plan as to how materials will be segregated and details of how the waste materials will be recycled.

All materials that are considered to be waste shall be managed by the *Contractor* in accordance with the Environmental Permitting Regulations and any other relevant legislation.

The modular *Contractor* should align its waste management plan with the relevant content contained within the MoJ's waste policy (document titled: SOT Waste policy final) contained within technical standards requirements.

2.14 S275 – Storage

The *Contractor* may be required to store the units for a period of time until such time that each *Site* is ready to call the units off for installation. The *Contractor* should make allowances for storage of the during this period. In response to this Scope document and as part of the tender response modular Contractors should include for storage of up to 30 days.

2.15 S280 – Planning requirements

The modular *Contractor* shall timeously supply all the required design documentation required by Others to apply for planning for the scheme. The modular *Contractor* shall allow for co-ordinating and meeting with Others to map out the route to submitting planning in conjunction with the Principal Works Contractor*'s* design programme.

2.16 S285 – IT Software's

The agreed software and platforms that shall be utilised for the duration of the Project are detailed in table 4 below.

The Client shall procure and maintain licenses for the software and platforms listed in table 4. These shall be maintained for the duration of the Project and until the *defects date*.

Table 4. Project information management platforms.

Name of Software/Platform	Description	Purpose	Open/Closed Protocol
V4P	Common Data Environment	Information management	Open
CEMAR	Contract management	Contractual communication	Open

- "**Open Protocol**" means a software or platform to which either the *Client s*hall provide the *Contractor* with collaborative access to information required, specific to the Project between the *Contractor(s), Project Manager,* and the *Client*.

The *Client* shall provide the *Contractor* with basic training on the V4P and CEMAR platforms listed in Table 4 to make sure that they are used to maximum effectiveness in undertaking the *works* and capturing the required data.

The *Contractor* may propose the use of further software's and platforms for other aspects of the project delivery such as the following (however the V4P system must be used as the environment for collaboration and issue of information at whatever status).

- Planning
- Modelling
- Quality and defects management
- Contracts management
- Communications
- H&S management
- O&M production
- Sustainability etc.

All software's are subject to compliance with the security access letter contained within schedule 3 and the processes outlined for data handling contained therein. Please take particular note of the constraints on server locations. Software's that the *Contractor* proposes to use should be listed in tender response, included within the Project Execution Plan. All software's should be issued via

general communication on CEMAR to the *Project Manager* for acceptance once the contract has been executed.

The modular *Contractor* shall provide the *Client and Project Manager* with basic training on the software and platforms proposed by the *Contractor* to make sure that they are used to maximum effectiveness in undertaking the *works* and capturing the required data.

2.17 S290 – Estates directorate core requirements

Schedule 1 identifies a register of applicable estate directorate core requirements for the design and project to be delivered in accordance with.

The modular *Contractor* shall review the documentation and identify any areas that cannot be complied with that may require derogation. The modular *Contractor* shall through co-ordination with the Technical Assurance team and MoJ technical standards team, identify elements that may require derogating through the full derogation process as outlined in the derogation process contained within schedule 1.

The modular *Contractor* shall review the documentation provided under the estates directorate core schedule and identify and ambiguity with the performance specification.

2.18 S290 – Governance

All Governance requirements are to be confirmed with the Client post contract execution; and updated within the updated Project Execution Plan.

Reporting requirements

To be confirmed with the Client in the post contract execution, within the Project Execution Plan.

Communication Requirements

The modular *Contractor* acknowledges that all communications shall be made in accordance with the following communication table 5.

Table 5. Communications Requirements

Communication Method	Output/Document
Phone calls and teleconferencing	Undertake meetings and hold informal discussions. Follow up email confirming the conversation in writing where applicable.
Email	An aspiration of the *Client* is to minimise email traffic although it will of course be a key communication method for general day to day functions. Where a drawing is referred to in emails, the CDE short code links should be used.
Email or Phone calls and teleconferencing	Where appropriate meetings should be organised through the *Project Manager* and *Contractor*.
Viewpoint PIM	PEP, Design information, drawing comments, review & acceptances, handover documentation
Viewpoint AIM	Relevant reports to be saved on CDE with relevant document naming and circulated to required parties/individuals.
Viewpoint	Requests for information shall be managed through the in-built functionality within the Viewpoint platform which provides defined workflows and automated system notifications. The *period for reply* is as per the contract.
CEMAR	Shall be used in the administration of the contract.

Meetings

A drumbeat meeting schedule shall be agreed between the modular *Contractor* and the *Project Manager* and the *Client* where appropriate and inputted into the Project Execution Plan. The modular *Contractor* shall make sure appropriate members of the modular *Contractor's* team available to attend meetings identified in the agreed drumbeat calendar to maximise the benefit to the Project in facilitating the delivery of the *works.* Meetings will be a mix of virtual and in person, the requirement for it to be either shall be determined by agreement between the *Project Manager, the* modular *Contractor, and the Client* (where applicable). The following are envisaged required meetings for this scheme, please note, this list is not exhaustive:

- Weekly design workshops
- Bi-weekly progress meetings (**Monthly in depth every 4 weeks in place of the standard progress meeting**) (Note some of these may be grouped)
- Bi-weekly risk reduction/EWN meeting (Note some of these may be grouped)
- Bi-weekly compensation event meeting (Note some of these may be grouped)
- Government soft landings workshops
- Handover meetings
- 4.20 engagement meetings (led by the Principal Works Contractor) with each establishment
- Co-ordination meetings with Others
    - design co-ordination with the Principal Works Contractor
    - Site works co-ordination with the Principal Works Contractor
    - Planning co-ordination with Cushman and Wakefield.

The Agenda for the **Monthly** meeting will include, but not be limited to.

- Safety
- Site Security Procedures and Adherence
- Progress against the Accepted Programme
- Compensation Events realised – impacts & mitigation
- Recovery of any delay to the Completion date
- Site facility and production unit inspection
- One week look ahead against the Accepted Programme
- Resources required on Site and Security passes
- Equipment & Materials required on Site and security passes
- Storage & removal of Equipment and Materials
- Top Risks and Opportunities
- Supply chain and market condition status

The modular *Contractor* shall issue its progress report to the *Project Manager* three working days in advance of the meeting at monthly intervals throughout the Project. The **Monthly** meeting shall be held face to face at either the modular *Contractor*s offices or factories or the *Project Manager*s office.

The modular *Contractor* shall take notes and issue minutes for the following meetings identified on the drumbeat calendar to the relevant Project team members:

1. Design workshops.
2. GSL meetings.
3. Handover meetings.

For any additional meetings proposed by the modular *Contractor,* the modular *Contractor* shall take notes and issue minutes to the relevant Project team members.

All minutes are to be detailed and shall, as a minimum, include:

1. Meeting title, date, time, attendees, apologies.
2. Actions, owners, and dates actions are agreed to be closed by.
3. Review of previous actions highlighting any outstanding; and
4. Context notes which succinctly record key discussions held during the meeting which may not have necessarily led to an action, but which are important to include for meeting context and decisions made.

Meeting minutes shall be issued in both MS Word and PDF format.

Reporting Requirements

The modular *Contractor* reporting requirements are as follows.

Type	Format	Frequency	Description
Board Information	As required	Monthly	The *Client* holds a monthly board meeting which falls generally at the start of the second week of each month. The *Contractor* shall supply the *Project Manager* with any information it may require to effectively report to the *Client* at Project boards.
Weekly Contractor Dashboard	PDF or MS office programme	Weekly	As detailed below.
Monthly Contractor Report	PDF or MS office programme	Monthly	As detailed below.
Programme Report	PDF or MS office programme	Each programme revision	As detailed in WI530.

Monthly *Contractor* Report

The modular *Contractor* shall provide a monthly report for the duration of the *works.* As a minimum, the monthly report is required to show the following information:

***Contractor* Narrative:**

1. Project summary.
2. critical issues.
3. action/recovery plan (if applicable).
4. key decisions required.
5. opportunities.
6. key goals for the next period; and
7. progress against last period's goals.

Cost:

1. % planned spend based on Activity Schedule.
2. % actual spend based on Activity Schedule.
3. CE Impacts (prices); and
4. AFP (anticipated final price)

Programme:

1. % complete.
2. milestone forecast and actual.
3. terminal float provision remaining.
4. key programme impacts/risks; and
5. CE impacts (time).

Quality:

1. audits.
2. benchmarks; and
3. Inspection & Testing Plan (ITP) activities.

Compensation Events:

1. CE implemented and description; and
2. outstanding CE process actions.

Early Warning Notifications:

1. EWN Title.
2. Date raised/by who.
3. Impact; and
4. Status.

H&S:

1. Lost Time Injury Frequency Rate (LTIFR).
2. Good observations.
3. Bad observations and planned improvements.
4. Days since last reportable incident.
5. Accident Frequency Rate (AFR); and
6. Critical (near miss) total.

Weekly *Contractor* Dashboard

The *Contractor* shall provide weekly dashboards for the duration of the *works*. The format of the dashboard shall be as per a template which is to be provided in the *Contractor* in response to this Scope document. As a minimum, the dashboard is to show:

1. Three stages as applicable on programme:
    - Summary of design progress.
    - Summary of manufacturing
    - Summary of Site delivery progress
2. Critical issues.
3. Key decisions / actions required from the *Client* or *Project Manager.*
4. Key goals for the next period.
5. Progress against last period's goals.
6. Key milestone forecast and actual.
7. Compensation Events implemented.
8. Early Warning Notices Raised.
9. Days since last reportable incident.
10. Accident Frequency Rate (AFR); and
11. Any other relevant information the *Contractor* deems necessary.

3.0 S300 – *Contractor's* Design

3.1 S305 – Design Responsibility

Design through RIBA stages 2-4 of the following modular unit types, to meet the performance specification documents contained within schedule 1, Project Deliverables in Schedule 2 and the Design Responsibilities in schedule 5. Access to technical standards will be provided through viewpoint, the CDE, upon completion of the relevant data handling request.

Within the design of each of the listed units, in Table 1 (derived from the information within Schedule 9), the modular *Contractor* will be responsible in providing the minimum set of requirements listed in the performance specification documents contained within schedule 1.

In response to this Scope document the modular *Contractor* should supply a relevant set of drawings and design information to prove that they have understood the brief and the requirements outlined in schedule 1 and 2.

Without prejudice to its other obligations in respect of design under this contract, the modular *Contractor* shall ensure the design:

1. is managed and tracked on a Task Information Delivery Plan, for the Project Manager and the Principal Works Contractor, to align with the BIM requirements set out in Schedule 4.
2. Is managed through the designated software's as identified in section S285 and in accordance with the BIM and *Client*s information requirements detailed in schedule 4.
3. Is regularly updated on the CDE to enable the *Supervisor* and Technical Assurance team to remain fully appraised of the technical design development.
4. Is delivered in a timeously manner in line with the gateway requirements as detailed in section 3.2 S310 of this document.
5. Is coordinated with the Principal Works Contractor carrying out the enabling, infrastructure and substructure works for the scheme and that information is shared as required.
6. Is coordinated with the Principal Works Contractor carrying out the post installation wiring, final fix and commissioning of the fire and general alarms and TV aerials.
7. Is uploaded to the CDE (including both work in progress, comment and stage review/acceptance information including information shared with or received from the supply chain); and
8. Is managed to Completion without adversely impacting the quality of the *works.*

3.2 S310 – Design submission procedures and acceptance criteria

As a Tender Response the Modular Contractor shall submit a Concept Design package (please refer to the 'Modular contractor proposed deliverables' within schedules 1 and 2) comprising of:

- General Arrangements, including sizes of the gantry and staircases, and elevation drawings for single and double stacking (for Town Planning requirements); including detailed dimensions and external appearance
- Foundation drawings for the two building types (single and double stacked units) including the point loads and uniform distributed loads to inform a structural foundations design
- Location and size of services, connection points to site wide services, and calculations, including electrical loading demand.

Post Contract Execution the modular *Contractor* shall submit for acceptance the RIBA stage 4 design deliverables as detailed in schedules 1 and 2. The level of information expected to be received is as per the RIBA stage requirements. The information shall be submitted to the Clients Common Data Environment for comment, acceptance and/or rejection.

The programme for submission and acceptance of the design documentation shall be agreed between the *Contractor* and the *Project Manager.* Adequate time shall be allowed for the review of the stage 4 information. The Contractor must allow two weeks for the production of a RIBA stage 4 Technical Assurance report for delivery to the Client and two weeks for the client's gateway review and approval. The modular *Contractor* should be cognisant and make allowances accordingly for this in its programme.

The modular *Contractor* should produce *a* quality control section, articulated in the Project Execution Plan, 1 week post Contract Execution, to including the following content:

- details of the lead designers
- the number of design packages and their names to be submitted to the *Project Manager* for acceptance
- the supply chain members responsible for each package
- the process for each package, checking and approval prior to submission for acceptance by the *Project Manager &* the technical assurance team.
- process for unique document reference in alignment with the BIM and EIR documents contained within schedule 4, to support the Principal Works Contactor to deliver the MoJ Information Deliverables as required within schedule 4.
- process for document distribution and transmittal in aligned with the BIM, EIR and common data environment protocols, in support to the Principal Works Contractor's deliverables.
- information request procedure, in accordance with the CDE RFI processes.
- Process for submission of design change proposals and the appropriate supporting information including the following information:
    a) Reasons for the required change
    b) Cost impacts
    c) Sustainability impacts

The modular *Contractor's* submission of design documents to the *Project Manager* for acceptance, shall be by electronic transmission. Hard copy documents are submitted by prior agreement only.

The modular *Contractor* shall issue design revisions at a period to be agreed in advance with the *Project Manager*, in include all necessary stakeholders.

3.3 S315 – Design approval by others

The modular *Contractor* shall provide to Others as per the following:

The Principal Works Contractor carrying out enabling works on the scheme:

- Approval of the design loading information
- Approval of the electrical loading requirements of each unit and the collective set of units
- Approval of the service connection points of each unit. (Power, water, and drainage)
- Approval of the service routes designed in for the fire alarms
- Approval of the service routes designed in for the general alarms.
- Approval of the service routes designed in for the CCTV, TV aerials.
- Approval of the service routes designed in for the Cell Call, data and telephony

Please note this list is not exhaustive and could be subject to expansion or reduction upon further review and co-ordination with the Principal Works Contractor.

The planning consultant (Cushman and Wakefield)

- Drawings/information as required to discharge planning. List of required information from the modular *Contractor* will be established through workshops with the planning consultant.

Approval and acceptance will be achieved through the common data environment (CDE) workflow processes, whereby the *Others* will be given the rights to comment and vote on the specific drawings and information requiring their input.

3.4 S320 – *Client's* requirements

The *Client* requires the modular *Contractor* to use the information listed to develop and design, working solutions through RIBA stage 2 - 4 for acceptance in accordance with section S310. Before proceeding to manufacture and construction (Stage 5) and producing the relevant as-built and design documentation for handover and Completion.

3.5 S325 – Design co-ordination

The modular *Contractor* has full responsibility for design co-ordination of the design within its supply chain and with Others as detailed in section S315.

3.6 S330 – Requirements of Others

Please refer to section S315

3.7 S335 - Using the Contractor's design (Copyright/licence)

See clause 113 (Intellectual Property Rights) of the NEC contract conditions

3.8 S340 - Task Information Delivery Plan (TIDP)

Designs produced during the contract shall be in accordance with RIBA plan of works requirements.

The modular *Contractor* shall engage with the Principal Works Contractor to produce and maintain a detailed Task Information Deliverable plan for the duration of the *works.*

The TIDP shall be updated as and when required to accurately reflect actual information outputs.

The document names and file descriptions shown on the TIDP shall be in accordance with schedule 4. BIM Requirements and be fully coordinated with the information already uploaded to the CDE.

3.9 S345 – Design workshops & *Client* & Stakeholder engagement

The modular *Contractor* shall organise and carry out design workshops as and when required to deliver the designs and project.

The modular *Contractor* shall arrange for stakeholder engagement through the *Project Manager* and the *Client* to ensure that the stakeholders are appraised of design development and so that they have a chance to input any requirements that need to be captured.

4.0 S400 – Completion

4.1 S405 – Completion definition

Completion of the works is as defined in the contract will be the acceptance by the Client that all the works instructed under the Contract and within Scope are complete.

Completion will be certified when the list below has been completed and signed off as accepted by the *Project Manager:*

1. all *works* required by this Scope document in have been completed.

2. a set of final completed Operation and Maintenance Manuals is provided by the modular *Contractor* to the *Project Manager*. The content of the Operation and Maintenance Manuals must be collectively agreed between the *Project Manager* and the *Contractor* no later than the two (2) weeks ahead of Completion. See schedule 8 for a list of indicative items where Operation & Maintenance Manuals are to be provided. The modular *Contractor* is required to confirm which items are not relevant or required in schedule 8 through submission of an adapted O&M contents page for review and acceptance by the *Project Manager*.

3. a complete set of as-built drawings is uploaded to the Common Data Environment (CDE) by the modular *Contractor* and accepted by the *Project Manager*.

4. in relation to each Working Area (where each Factory or Site is an individual Working Area), the modular *Contractor* has executed and completed all other responsibilities as the Principal Designer, where they are stipulated to assume that role, to fulfil the requirements of the CDM Regulations 2015 in respect of the Health and Safety file. The modular *Contractor* shall upload a complete final copy of the Health and Safety file to the *CDE*. The content of the Health and Safety file shall be collectively agreed between the *Project Manager* and the *Contractor* no later than the six (6) weeks ahead of Completion. The mutually agreed contents of the Health and Safety file need to be recommended as appropriate for completion by the Principal Designer. The Health and Safety file shall be provided by the modular *Contractor* prior to Completion.

5. the relevant training has been provided, satisfying the Government's Soft Landings Requirements and records of training provided (refer to schedule 7). These must be issued digitally (as stipulated in accordance with the Estate Cluster Handover Documents (schedule 8) and the BIM Requirements (schedule 4) and uploaded to CDE. Refer particularly to the Building Record Documentation within Schedule 8 and the MIDP included Schedule 4. Refer to schedule 7 for details of the minimum training records to be supplied within the Operation and Maintenance Manuals and building user guides.

6. dead testing and visual inspections of the located and fixed units are complete, agreed and issued to the Client for approval. This will entail (as per s706) for the "Unit Handover Checklist" and the "Site Handover Checklist" (for all units installed on each site) handover agreement between the Modular *Contractor, Project Manager* and Supervisor; together with the with the Principal Works Contractor in accordance with the contract; with relevant documentation issued and approved by the Client.

7. all outstanding Defects identified or notified prior to Completion are to be corrected prior to Completion.

8. the modular *Contractor's* quality assurance, inspection and evidencing documents and records have been collated into an electronic format for record purposes and uploaded to the CDE.

9. if applicable, building control sign off has been achieved for both the design and construction of the *works*.

10. warranties are provided as per the contract; and

11. where applicable, Completion documentation is consistent with the principles of the Building Record Documentation included within the Estate Cluster Documents in Schedule 8.

12. Site Walk Over and Handover meeting (For clarity, the supply of a unit to site requires the satisfactory execution of the 'Unit Handover Checklist'; and the supply of all units required at a site requires the 'Site Handover Checklist', denoting the handover of works at a particular establishment.)

4.2 S415 – Training

Part A

The modular *Contractor* shall comply with the training requirements listed in Schedule 7 (Government Soft Landings Requirements).

As part of the training requirements that arise as a result of the GSL (schedule 7) and the Handover requirements (Schedule 8), the modular *Contractor* shall support the Principal Works Contractor in providing the required information and resource to deliver the following:

1. an outline training plan that takes account of the building record documentation requirements that form part of Schedule 8 and the Overview and Record Sheet included Schedule 7 (Government Soft Landings Requirements).
2. develop this outline training plan through a series of meetings and workshops as the Project progresses.
3. engage with each Site establishment, the Principal Works Contractor and the Facilities management teams, to agree the detailed planning of training requirements including location, dates, timings, and attendees
4. final training plans that are to be agreed six (6) weeks prior to delivery & installation at each Site.
5. final training plans are to be submitted to the *Project Manager* five weeks (5) prior to delivery & installation at each Site.

The *Project Manager* and *Client* shall identify (with assistance from the Principal Works Contractor and the modular Contractor):

1. The level of engagement required from various stakeholders for the training workshops.
2. any relevant parties that should attend these workshops and any training sessions.

The *Project Manager* retains ultimate responsibility in relation to the attendance and participation of appropriate personnel at all workshops and training sessions.

If the modular *Contractor* feels adequate engagement is not being received to allow it to effectively fulfil its training obligations under this contract, it shall raise an Early Warning Notice in accordance with the contract.

Part B

Below is an example training list that the modular Contractor should develop in collaboration with the Principal Works Contractor to make relevant for the works under this contract.

Training Topics			
Modular Unit Lifting Plan	HV Systems	Domestic water systems	Building/Site familiarisation
Smoke Control Ventilation systems	LV & ELV Systems	Above ground RWP/SVP systems	Maintenance Access strategy
Closed Water System	Earthing and Bonding Systems	Fire Alarm Devices and Systems	Window operation & Maintenance
LTHW and cooling systems	Illumination systems	Emergency Lighting	Soft FM fixtures
CHP/Boilers	IT		

This list is not exhaustive and is to be developed through workshops.

The final scope and timescale for each training topic and training session is to be developed and agreed with the *Project Manager* during the project and prior to submission of the final training plan.

The modular *Contractor* is to make the following provisions for each training topic and session:

1. Supporting documentation for the session
2. Upload of all documentation to the common data environment
3. Videoing of training as agreed required for any topics for wider distribution.

4.3 S4.20 – Final clean

The modular *Contractor* shall undertake a builder's clean followed by a final clean, the latter to be undertaken 24 hours before notifying the *Project Manager* that the Contractor considers that Completion been has achieved.

A further final clean may be undertaken (if collaboratively deemed necessary between the modular *Contractor* and the *Project Manager*) following the completion of further *works* to rectify snags.

Items that are deemed a minimum requirement are:

Internally:

The below applies to all units installed as part of the *works*:

1. final clean and dust throughout every room, vacuuming all areas and cleaning of the flooring system in line with the manufacturers recommendations. Final clean including to sanitary ware and bathroom spaces in line with the manufacturer's recommendations.
2. final clean internal windows in line with the manufacturer's recommendations (both frame and glass).
3. final clean all Free Issue Materials (FF&E) items in line with the manufacturer's recommendations
4. final clean all fixed equipment and plant in line with the manufacturer's recommendations.
5. final clean all door heads and tops of architraves in line with the manufacturer's recommendations.
6. Carry out a final check of all void spaces shall take place for any materials, tools or debris left behind.

Externally:

The below applies to all external areas constructed as part of the *works*:

1. clean down roof space in line with manufacturers recommendations.
2. all working areas and hard landscaping around the units shall be cleaned and shall be clear of any staining or materials.
3. all construction materials must be cleared from the Working Area of each the Site. Working area to be confirmed at each Site.
4. final clean windows externally in line with the manufacturer's recommendations.
5. final clean down of the external façade of each unit in line with the manufacturer's recommendations.
6. final clean of all external door heads, doors, and frames in line with the manufacturer's guidelines.
7. final clean to all stair railings and balconies in line with the manufacturer's recommendations (for doubled stacked units).

4.4 S425 – Security

The modular *Contractor* shall act as stated in the 4.20 Security Conditions in schedule 4.

The specific details and constraints on security at Completion and takeover for each Site will be identified, through 4.20 Security conditions meetings held with each Site.

4.5 S430 – Correcting Defects notified at Completion

Any Defects identified or notified prior to Completion that could prevent the use of the works and Takeover or could prevent the Principal Works Contractor, from completing their contracted works, must be corrected prior to Completion. Uncorrected Defects notified prior to Completion could delay the date of Completion.

Any Defects notified after Completion will be corrected before the *defect correction period*, with the starting date being the date of notification of the Defect.

Subject to the modular *Contractor* complying with the *Client's* reasonable security and safety requirements and procedures as notified to the modular *Contractor* at the Contract Date, the *Client* shall not act unreasonably to prevent the modular *Contractor* from accessing the Site to rectify Defects.

The *Client's* reasonable security and safety requirements and procedures shall be identified prior to executing the contract through 4.20 Security conditions meetings held with each Site.

A delegated person from the *Client* will be responsible for co-ordinating access requirements to rectify notified Defects.

The *Client* shall be responsible for the segregation, security, and management of any area where the modular *Contractor* is undertaking *works* to rectify a Defect. The extent of this area will be agreed with the *Client* prior to any such *works* commencing.

If the defect rectification work is required to be completed whilst the Working Area is owned by the Others, then the Contractor is required to comply with the Others Site safety and security rules whilst working in that Working Area.

4.6 S435 – Pre-Completion arrangements

Prior to Completion the modular *Contractor* shall attend a.

- Site Walk Over (for each Site*)*
- Handover Meetings. (for each Site*)*

The date of the Handover Meetings and Site Walk Over and the agenda is to be agreed between *Project Manager*, the modular *Contractor* and the Principal Works Contractor.

The Site Walk Over shall include:

- Inspection to confirm satisfactory location and fixing of the of units
- Where possible, a sample inspection to demonstrate all facilities operate as intended

- Demonstration that defects preventing use of the *works* have been corrected
- Sample inspection to demonstrate Final Clean has been completed
- General Site walk over to demonstrate all tools, plant, materials have been removed.

The Handover meeting's agenda should include.

1. Government Soft Landings Requirements.
2. Completion deliverables presented and reviewed.
3. As-built drawings
4. Health and Safety File.
5. Operation and Maintenance Manuals.
6. Completed and endorsed Unit and Site Handover Checklists, as per S706
7. Operator/FM Contractor training plan completion.
8. any other Project specific deliverables reviewed (if applicable); and
9. plan to issue Completion Certificate.

Ideally, all deliverables should be issued to the *Project Manager* prior to the Handover Meeting to allow deliverables to be inspected and reviewed.

This meeting should confirm satisfactory completion and handover of the items above or present outstanding items at this meeting. Any items presented at this meeting will require a reasonable time period by the *Project Manager* to review and confirm they have been satisfactorily completed.

Attendees at the Handover meetings should be agreed between the *Project Manager* and the *Contractor*, but indicatively should include.

1. *Client.*
2. *Modular Contractor.*
3. *Project Manager.*
4. Principal Works Contractor (Carrying out the final works)
5. The facilities management team
6. The establishment operator
7. HMPPS; and
8. other relevant Project stakeholders as may be appropriate.

4.7 S440 – Use of the *works*

The *Client* takes over the *works* at Completion.

4.8 S445 – Government's Soft Landings Requirements

The modular *Contractor* shall provide the Works in accordance with the overarching philosophy and principles of the Government's Soft Landings Requirements as set out in Schedule 7 - Government Soft Landings Requirements). The agreed communication route for all Government Soft Landings Requirements shall be through the *Project Manager* and the Government Soft Landings named individual.

The modular *Contractor* acknowledges that the Government Soft Landings requirements underpin the MoJ's strategy to deliver a user friendly design with operational requirements in mind. The modular *Contractor* acknowledges that the Government Soft Landings requirements underpin the requirements deliver training, commissioning, and the handover documentation in a collaborative and efficient manner so that each Site can be managed and operated efficiently and safely by the *Client* from Completion onwards.

The modular *Contractor* shall make provision for:

1. Stakeholder engagement in design development.
2. Stakeholder familiarisation sessions with the design.
3. Basic/lite user-friendly operational information for key building systems.
4. an understanding of the buildings performance and how this will be monitored through design, construction, and post-Completion; and

5. Commissioning to facilitate a smooth transition into operation and use at each Site.
6. training to facilitate a smooth transition into operation and use at each Site.

The modular Contractor as within 1 week of Contract Execution should complete document 000000-0000-MOJ-BIM007-XX-SP-K-0008-E0600 contained within schedule 7. Identifying how they will comply and deliver Government Soft Landings through stages 2 -7.

4.9 S450 – Estates cluster handover documents

The modular *Contractor* shall Provide the Works in accordance with the overarching philosophy and principles of the Estate Cluster Handover Documents contained in Schedule 8. The modular *Contractor* shall support the Principal Works Contractor to organise and carry out workshops with the government soft landings team and the relevant stakeholders to establish the necessary requirements.

5.0 S500 – Programme

5.1 S505 – Programme requirements

The modular *Contractor* shall submit a programme as per the contract.

The modular *Contractor* shall use software that can be opened and edited using Microsoft Project. When submitting a programme, the modular *Contractor* shall submit both native and PDF versions.

The programme shall include the critical path for the project.

Each programme submitted under this contract for acceptance shall:

1. be comprehensively detailed and include a full Work Breakdown Structure (the "**WBS**"); and

2. Show interfaces and dependencies related to Others, namely the Principal Works Contractor and planning including.

   - Foundation construction
   - Provision of services and utilities

A summary Work Breakdown Structure should include, but not be limited to:

1. Design stage processes in accordance with the RIBA plan of works.
2. Workshops
3. Provision of a Demonstration/benchmark sleeper unit for review and acceptance prior to mass production commencing.
4. Unit Production
5. Storage
6. Deliveries for each Site.
7. Installation
8. Principal Works Contractor Interfaces
9. *Client* Interfaces
10. Testing & Commissioning

Activities should be logic linked with no open-ended links or constraints (unless the *Project Manager* has notified the modular *Contractor* prior to submission of the programme that this is accepted) and with the critical path clearly identified in a separate colour.

5.2 S510 – Methodology statement

Method statements should be provided for:

1. Each significant activity
2. Each activity which is on the critical path
3. Each activity with a significant safety risk
4. Activities and work within each Site and prison.

Method statements should be provided where there is a significant dependency on Others. These method statements should highlight the work required by Others, particularly where the work could impact or influence the activities of the modular *Contractor*.

5.3 S515 – Work of the *Client* and Others

All activities which are required to be undertaken by the *Client, Project Manager,* or anyone else to enable the modular *Contractor* to fulfil its duty to Provide the Works should be clearly identified in each programme. Refer to S 905 and S 910 for details.

For all matters relating to the Principal Works Contractor or Operator, the modular *Contractor* shall coordinate through the *Project Manager*.

5.4 S520 – Information required

The modular *Contractor* shall map out the scheduling of information delivery in accordance an agreed Task Information Delivery Plan, as agreed and implemented per S340. This will be used to interface and forecast the delivery of design information requiring co-ordination with Others and for reviews and acceptance required by the *Project Manager*.

Each programme submitted for acceptance:

1. shall be structured to reflect (so far as is reasonably practicable) the chronological manufacturing and construction sequence on Site.

2. shall be expandable and collapsible so that an appropriate level of detail can be presented to the *Client*. The below example includes the minimum number of summary bars required:

[RDCP] – Identifies the contract

[Site] – Identifies the specific Site

[Design] – Identifies the key activities (design, manufacture, delivery, install)

[Key Milestones] – Summary of key milestone associated

[Design] – Summary of the design/manufacture/install period

[General] – Breakdown of the general activities

3. Resource loading for each activity should be included using, where reasonably possible the, latest resource information, and particularly for activities within each Site and prison.
4. all critical path activities should be clearly highlighted.
5. actual allocations for time risk allowance in a separate column for each activity.
6. straight progress dropline against all activities.
7. baseline of the previously Accepted Programme.
8. activity duration remaining.
9. key milestones that would affect the programme.
10. key decisions identified that need to be made by the *Client*.
11. milestones for the completion of any activities required to be undertaken by the *Client*, *Project Manager* or *Others* to allow the *Contractor* to undertake the *works*.
12. milestone dates for the issue of technical submissions.
13. date for an agreed witnessing site for Factory Acceptance Tests or Site Acceptance Tests as per S7600.
14. key design activities including workshops and RIBA stage 4 review and approval for production.
15. package procurement order dates.
16. separately the activities and dates associated with the construction of a prototype and/or benchmark sleeper unit, prior to mass production commencing:

17. by agreement between the *Contractor* and *Project Manager* dates of key tests and inspections.
18. integrated detailed completion programme showing key handover activities aligned with Government Soft Landings developed throughout the *works*.
19. any deleted activities (as task code or a separate WBS); and

On each revised programme, implemented Compensation Events shall be shown. Only implemented Compensation Events shall move the *completion date* or Key Dates.

5.5 S525 – Revised programme

The period for submitting formal programmes to the *Project Manager* for acceptance is monthly.

Submission of each programme for acceptance shall align with the Project valuation cycle – as a result, the date for submission of each programme for acceptance shall be collaboratively agreed between the *Project Manager* and modular *Contractor* (each acting reasonably) within two (2) weeks of the Contract Date.

Each programme submitted for acceptance shall be submitted via the CEMAR platform.

Each programme submitted for acceptance shall include the information listed under section S520 items 1-19 where applicable.

Alongside each programme submitted for acceptance, the *Contractor* shall include a programme report covering the following items:

1. an executive summary (to highlight any significant changes made from the previous submission).

2. a critical path description (to provide a description of the construction logic on a four (4) week lookahead, any interface with items or actions to be provided by or on the part of the *Client* and any constraints).

3. any changes to the critical path.

4. any changes or use of any float provision (including total, terminal and TRA) and an explanation as to why.

Each programme shall be submitted with cash flow projections showing the forecast amount due at each assessment date.

6.0 S600 – Quality Management System

6.1 S605 – Quality management system

The modular *Contractor* will operate a Quality Management System which is certified to ISO 9001, with a UKAS body, or another equivalent recognised standard.
The scope of the ISO 9001 certificate will cover all activities to be undertaken under the contract.

The Quality Management System will also be aligned to an industry best practice and accredited modular offsite construction system. The Quality Management System is to demonstrate the integrity of the offsite construction system including system manufacture processes and procedures, component & section integration, and handover, from design, through offsite manufacture to construction/assembly and final handover to *Client*s.

The *Contractor* will inform the *Project Manager* of the accredited modular system the *Contractor's* organisation and quality processes are aligned too.

All records pertaining to the operation and implementation of the Quality Management System shall be made available to the *Client* and the *Project Manager*.

Document or records to demonstrate conformance with the Quality Management System or Works Information shall be made available to the *Client* and the *Project Manager*.

Subcontractors employed by the modular *Contractor* will operate a certified Quality Management System as deemed appropriate for the *works* being undertaken.

The modular *Contractor's* quality management measures shall also:

1. take cognisance of the required methods of delivery of information as described in S340, supporting the Principal Works Contractor in the execution of the MoJ BIM deliverables as stipulated in the BIM Requirements included in Schedule 4.

2. identify how traceability is to be provided and evidenced for the building components and plant from manufacture to Site delivery. It is a requirement of the Project that all elements being bespoke manufactured should be fully traceable.

3. describe how the modular *Contractor* intends to procure a fully integrated approach across its supply chain in relation to quality control and record keeping (including required level of traceability).

4. provide for an open book approach on quality with the *Client,* the *Supervisor,* and the Technical Assurance team, with full access for reviewing and auditing purpose; and

5. describe how the modular *Contractor* intends to document and evidence compliance with standards and specifications through the manufacturing process, factory inspections and testing, delivery, to installation and final inspections and testing. This should be captured in further detail as part of quality plan (See S610).

6.2 S610 – Quality policy statement and quality plan

The modular *Contractor* shall provide a Quality Policy Statement that outlines the organisation's ethos to quality. This document shall include.

1. The organisation's quality vision and objectives
2. The management commitment to achieving the organisation's objectives
3. Key aspects enabling the organisation to meet its objectives

The modular *Contractor* shall develop a specific quality plan to encompass all quality procedures and controls necessary for Completion of the *works*. The quality plan shall include provisions for meeting building regulation requirements (if required). The modular *Contractor* shall provide a copy of the

quality plan to the *Project Manager*, including any revisions that may be required from throughout the *works*.

The modular *Contractor's* quality plan should set out how the *Contractor* will*:*

1. reduce the level of potential Defects.
2. achieve compliance with the statutory requirements and building control requirements.
3. manage ownership of quality across the *Contractor's* supply chain and Subcontractors.
4. identify quality personnel and their responsibilities.
5. deliver its quality control processes will should allow for:
    a. Software and platforms to be utilised if appropriate.
    b. Integration of the supply chain.
    c. Off-site quality management.
    d. *Contractor* design portions.
    e. Record keeping.
    f. Samples and Benchmark procedures.
    g. Traceability.
    h. Delivery, storage, and protection.
    i. Void and Bed Closure process; and
    j. Unit - Sign off process.
6. Manage inspections:
    k. On-site inspections; and
    l. Off-site inspections.
7. Achieve standards, tolerances, and workmanship.
8. Manage defects
9. Produce as-built records.
10. Carry out audits.
11. Manage commissioning and witnessing and integrate the operator and end user into the process.
12. Manage the delivery of quality information into handover documentation.
13. Manage and complete appropriate training.

6.3 S615 – Samples

Samples Requirements

The Samples required are to be developed and agreed between the *Project Manager* and the modular *Contractor.* Specific requirements are identified within schedule 1. The *Supervisor* shall review and accept or reject the sample.

Samples Sign Off Procedure

The sampling and sign off process is as follows:

1. the *Contractor* identifies where each sample will be delivered and stored. Where required it shall identify the factory address as well as the proposed date for witnessing.

2. the *Contractor* and the *Supervisor* shall collaboratively agree dates for undertaking a review of the sample to determine its acceptance or otherwise in accordance with the contract.

3. the *Supervisor* will coordinate any attendees from the *Client's* team including the *Client's* Technical Assurance team and relevant Stakeholders.

4. the outcome of any test or inspection will be captured by the *Contractor* on whichever quality assurance software or forms that it proposes with input from the *Supervisor* as required.

The modular Contractor shall group samples requiring factory or site visits for inspection and sign off to reduce the number of visits where possible.

The modular Contractor shall upload and maintain all information on viewpoint.

6.4 S620 – Benchmark Sleeper Unit

As part of the quality management process the modular Contractor shall supply and construct a standalone Sleeper unit, for review and acceptance, prior to mass production of units commencing. A benchmark unit shall be available to review by the Client's team 1 week post contract execution.

The Benchmark units are to be used for purposes including but not limited to:

1. obtaining any final sample sign offs required.
2. obtaining comments from the *Client's* team on the quality of construction and elements of the design for incorporation into the final scheme; and
3. providing a benchmark for the modular *Contractor* and its Subcontractors of the required finished standard and working procedures that will be accepted by the *Project Manager* and *Supervisor* for the units being delivered and installed.

The Benchmark sleeper unit shall compromise of all the specified items required under the Scope as identified by the performance specification in schedule 1, for review and acceptance by the *Project Manager* and *Supervisor:*

The cell should incorporate the live and working lighting at the correct lux levels for the inspection of the benchmark sleeper unit.

The modular *Contractor* shall produce a report detailing each of the elements listed and sub-elements and photographs and links to data sheets.

6.5 S625 – Building control strategy and compliance

The Quality Plan shall set out how the modular *Contractor* intends to meet building regulations requirements, including Part L. If any exemptions are identified this will be considered by the Client.

7.0 S700 – Testing and Inspections

7.1 WI705 – Test and inspections

Tests and inspections should support and demonstrate adherence to the modular *Contractor's* Quality Policy Statement, Quality Management System and Quality Plan.

The modular *Contractor* shall produce a test and inspection plan for the *works* within 1 week of Contract Execution. It shall include a provisional list of items for testing and inspection in conjunction with the *Supervisor.*

Plant and Material testing and inspections must further comply with:

1. all relevant British Standards as detailed within the performance specification listed in schedule 1, and this Scope document.
2. all relevant Eurocodes as detailed within the performance specification listed in schedule 1, and this Scope document.
3. be in line with the BS.EN.ISO9001:2015 Quality management system detailed under S600.

The modular *Contractor* is to maintain as part of its quality management system, full traceability to prove compliance for all components throughout the project's lifespan. The *Client*, *Project Manager*, *Supervisor,* and the Technical Assurance team must have full visibility of the testing and inspection plans and records throughout the progress of the Project.

The testing and inspection regime for the Project should be divided in to two key areas:

1. the building fabric items – Materials and Components:
    a. Level 1 – Factory acceptance tests as required
    b. Level 2 – Site acceptance tests.

2. Building Engineering Services and Plant (Mechanical and Electrical)
    a. Level 1 – Factory acceptance tests.
    b. Level 2 – Site acceptance tests.
    c. Level 3 – Standalone system commissioning and witnessing; and
    d. Level 4 – Integrated system commissioning and witnessing (as required).

The *Project Manager* & *Supervisor* and the *Client*'s Technical Assurance team will co-ordinate with the modular Contractor to develop the inspection and witnessing requirements for the project. The modular *Contractor* shall offer the opportunity for the *Supervisor* to witness all testing and inspections. The *Supervisor* may not attend every test and inspection but shall be granted access to records upon request.

A final inspection will be carried out by the *Project Manager* & *Supervisor & the Client* of each Site for final defect capture and sign off of the installed units.

7.1.1 S706 – Factory Visits & Factory Acceptance Testing (FATS)

The Contractor shall make allowance for attendance to its various supplier factories by the *Project Manager*, the *Supervisor,* the *Client &* the Technical Assurance team to:

- Validate the quality procedures and management at each Site is in line with the documentation provided
- To witness testing as agreed between the Supervisor, the Technical Assurance team, and the Contractor.
- To witness a working model prototype, typical unit to review and comment on the quality of the build, with particular attention to evidencing robust construction
- To witness the benchmark unit.
- To inspect units that are being marked as completed and ready for delivery and installation. (Supervisor only).

A report will be produced by the relevant Technical Assurance discipline identifying the findings of any visits and any defects will be notified via the agreed method between the *Contractor* and *Project Manager* and in accordance with the contract.

7.1.2 S706 – site visits, inspections, and site Acceptance Testing (SATS)

The Contractor shall make allowance for attendance to the various Sites by the *Project Manager* , the *Supervisor,* the *Client &* the Technical Assurance team to:

- Validate the quality procedures and management at each Site is in line with the documentation provided
- To witness testing as agreed between the *Supervisor*, the Technical Assurance team, and the Contractor.
- To inspect units that are completed and ready for handover.

Defects can be notified via the "Unit Handover Checklist" and the "Site Handover Checklist" (for entire site requirement) between the Modular *Contractor, Project Manager* and supervisor, together with the with the Principal Works Contractor, *Project Manager* and supervisor in accordance with the contract; for issue to Technical Assurance and the Client.

7.1.3 S707 – Individual/Integrated Commissioning

The modular *Contractor* shall assist the Principal Works Contractor in development of a Commissioning Management Plan for review and acceptance by the *Client Team*. Interfaces between the modular Contractor shall be highlighted as necessary.

Commissioning and witnessing requires the input of stakeholders, operators, end users and Others. The modular Contractor shall allow for support to the Principal Works Contractor for co-ordinating and managing this activity, if required.

7.2 S715 – Management of tests and inspections

The modular *Contractor* shall manage the inspection and testing requirements through an 'Inspection Test Plan' developed in accordance with the Scope. The modular *Contractor* shall produce a test and inspection plan 1 week post Contract Award.

It is the modular *Contractor*'s responsibility to co-ordinate with the *Supervisor* who will in turn liaise with the Technical Assurance team to establish any *works* that they are to witness. It is the *Contractor's* responsibility not to move past the hold points that are pre-agreed to be witnessed by the *Supervisor* until witnessing has taken place or the *Supervisor* confirms otherwise via a General Communication. The Project encourages collaborative working so that the correct hold points are being identified throughout the production and installation processes.

The modular Contractor will co-ordinate with the *Supervisor* and the *Project Manager* through meetings and workshops to establish the following:

1. identify key elements of the building fabrics that need to undergo *Supervisor* inspection.
2. Identify key elements of the building engineering service that need to undergo *Supervisor* inspection.
3. establish the procedure for notice, inspection, and acceptance; and

The Inspection and Test plans should identify the following level of detail where applicable:

1. when they are to be done.
2. where are they to be done.
3. who does the tests and who is in attendance?
4. testing and inspection method.
5. the Equipment required and who provides it.
6. materials, facilities, and samples to be provided.
7. involvement of specialists.
8. attendees and minimum percentages to be witnessed.
9. acceptable results and deviations.
10. test environment.
11. documents to be provided pre and post-test.
12. whether or not authorisation to proceed to the next stage of work depends on the test results;

and

All testing and inspection Equipment will be provided by the modular *Contractor* where they are required to inspect or test under this contract.

The modular *Contractor* works with the *Supervisor* to establish and maintain a jointly managed list of Defects.

7.3 S720 – Covering up completed *works*

The modular *Contractor* should not cover up any completed work until the witnessing required by this Scope document has taken place.

Elements identified as not being required to be witnessed by the *Clients* team (including the *Supervisor*) that are covered up by the modular *Contractor*, must still be evidenced such that the hold points have been adhered to and that compliance has been achieved.

The modular *Contractor* submits to the *Supervisor* a 'look ahead' programme for covering up of *works* which have been tested.

The emphasis and culture on the Project must be on getting it right first time and providing evidence to support compliance to avoid reworks or the need to search for Defects.

The process for searching for a Defect is detailed within the contract and will be followed in the event of *works* being covered up with any suspected underlying Defect.

8.0 S800 – Management of the *works*

8.1 S805 – Project team – Others

The modular *Contractor* shall co-ordinate and work with the Principal Works Contractor who will be undertaking the infrastructure, enabling, foundations and then final fire alarm, cell call, CCTV, general alarm wiring, data, telephony, pegging and external lighting; connection to site wide services and commissioning. Coordination for by the modular Contractor shall be in accordance with this scope document, as follows:

- Design management, sharing of information and package interface in accordance with section S100, 200 and 300
- Programme co-ordination and interface in accordance with section S100, 200, 300, and 500
- Sharing of working areas in accordance with S100, 200 and 900
- Health and safety compliance in accordance with S900 and S1100.
- Completion co-ordination and providing of testing documentation in accordance with S400
- Management of security in accordance with S200

The modular *Contractor* shall co-ordinate and work with the Others (Planning consultant) who will be undertaking the planning submission in accordance with this Scope document , specifically section S 100,200 and 300.

The modular Contractor shall comply with all security requirements established through the 4.20 security meetings with each establishment.

This as detailed in section S100 and S200.

8.2 S810 – Communication system

To enable the effective governance of the project all project communication should be addressed to the *Project Manager*; the details of communication systems will be articulated, detailed, and updated as necessary in the Project Execution Plan.

The *Contractor* shall use Viewpoint for document exchange, free access will be provided to the *Contractor* by the *Client*. The *Contractor* shall familiarise themselves with the use of this system however preliminary Viewpoint training will be offered by the *Client*.

The *Contractor* shall use CEMAR for contract administration and communications, free issue will be provided to the *Contractor* by the *Client*. The *Contractor* shall familiarise themselves with the use of this system however preliminary CEMAR training will be offered by the *Client*.

8.3 S815 – Management procedures

Please refer to section S290 – Governance for details on meeting and reporting requirements.

Please refer to section S1900 for information modelling requirements.

8.4 S820 – *Contractor's* application for payment

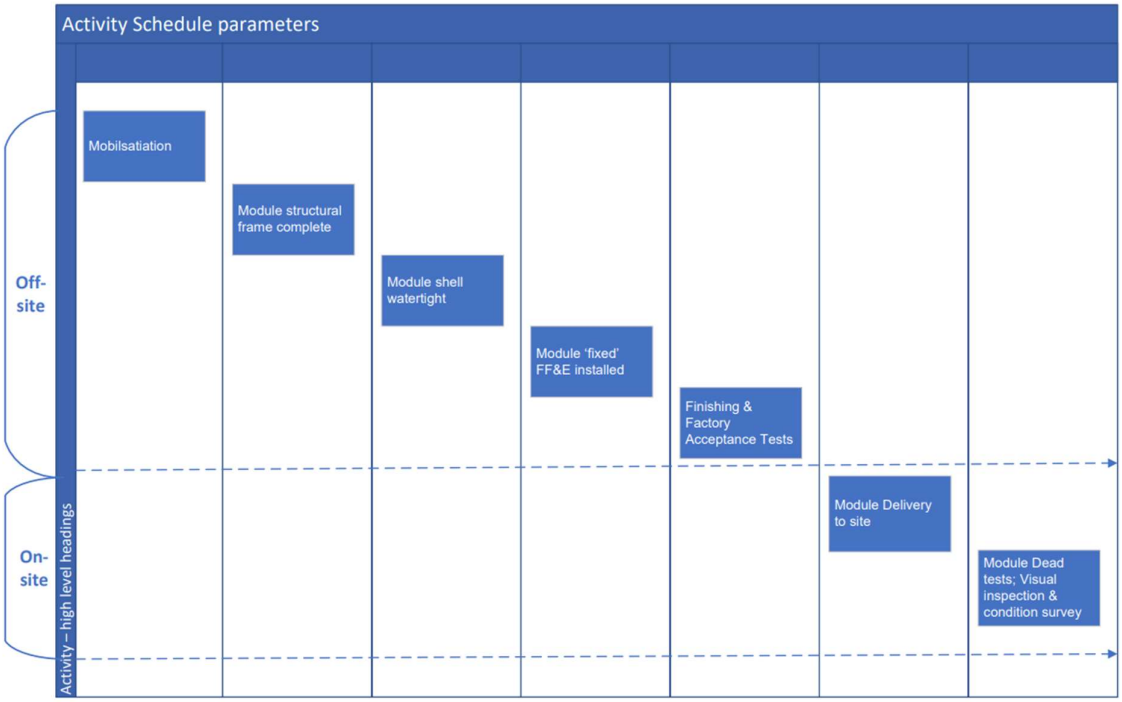
The Contractor should make an application for payment on a monthly basis. The format and detail required for the application for payment is stated in Appendix H Valid Invoice Schedule and the controls in relation to the applications for payment are set out in clauses 50 to 53 of the contract.

Application for Payment should only be made against completed items in the Activity Schedule. The initial Activity Schedule, to be submitted as part of the Tender Response, should be broken down into sub activities as deemed necessary by the modular Contractor. However, the Activity Schedule must group under the high-level activities, indicated in figure 2, for the purpose of payment milestones.

For clarity, the Activity Schedule returned as a tender response relates to the production of one typical sleeper module providing a guide for the Client. The subsequent Activity Schedules must be revised (based of the parameters) to include all units' manufacture and delivery (sleeper and ancillary) when the Client's requirement is known and instructed under the Site Delivery Notice.

The final activity block on Figure 2 illustrates the final grouping of activities, concluding when the Site Acceptance Tests are complete, and the module(s) are handed over to the Principal Works Contractor.

Figure 2. Parameters for the activity schedule



9.0 S900 – Working with the *Client* and others

9.1 S905 - Sharing the Working Areas others

The *Contractor* will be required to share the Working Areas with the Others *(*Principal Works Contractor) identified for each Site. It is expected that the Principal Works Contractor will take on the role of Principal Works Contractor and Principal Designer when the modular Contractor arrives on-site to deliver the units. The Principal work Contractor with therefore have ownership of the Working Area on site and the modular *Contractor* shall make best endeavours of a contractor exercising the Standard of Care to abide by their policies; an indication of those they might consider are listed below:

- Risk assessment and method statement requirements
- Inductions
- Lifting plan procedures
- Permit procedures
- Hot works procedures.
- Vehicle movement
- Parking arrangements
- Storage arrangements

As such the modular Contractor shall make allowances for compliance with the *Other's* rules and policies.

The Contractor will be required to time their programme for delivery in accordance with the Principal Works Contractors programme for the delivery of the site works. The modular Contractor will be given the working room to carry out the delivery, positioning and fixing of the modular units. This will be co-ordinated by the Principal Works Contractor.

9.2 S910 – Co-operation & Co-ordination

Throughout the period of the design and delivery of the *works* the modular *Contractor* liaises with the *Client* and Others for the co-ordination of the works in a manner that is conducive to collaborative working and the delivery of the project.

The modular *Contractor* is to provide the information identified in section S315 in co-operation with the Others identified. Further information that does not require approval but that shall be shared with the Principal Works Contractor could include:

- The temporary works information relating to vehicle movements and lifting of units into position to allow any required civils works to be undertaken to accommodate the designed pressures.
- The waste strategy and flow rates to allow the Principal Works Contractor to size the drainage connections and validate capacity.

As part of the identification of requirements for information sharing with the Principal Works Contractor the modular *Contractor* shall:

1) Co-ordinate through meetings and workshops with the Principal Works Contractor to identify and agree the list of information and the level of detail to be provided to each of the Principal Works Contractor to allow them to discharge their requirements for the project.

2) The modular Contractor shall identify the required timing of the delivery of the agreed information established through step 1, on programme, as soon as reasonably practicable, to allow Principal Works Contractor to arrange for resource to review accordingly.

3) The modular Contractor shall identify on programme the timing of the manufacture and readiness for installation for each Site to allow co-ordination to be carried out with the Principal Works Contractor's programme of works.

In response to the tender the modular Contractor shall identify information that they will require to be obtained from the Principal Works Contractor to complete their design. This information, on the constraints of the site will be considered and agreed under the 4.20 process and is likely to include items such as, but not limited to:

- Coordination of service connection points for water, electric and waste for all units.

- Details of any temporary platforms created for the delivery, position and fixing of the units, including relevant testing certification.

The modular Contractor shall co-operate and co-ordinate with each Site*(s)* establishment representatives including but not limited to:

- The Governor
- The deputy Governor
- The service delivery manager
- The Site point of contact
- The Principal Works Contractor
- The FM providers for each establishment

The Contractor will adhere to the rules and constraints set out in the 4.20 agreement, established through meetings with each establishment.

10.0 S1000 – Services and Other Things to be Provided

10.1 S1005 – Services and other things provided by the modular *Contractor* for the use by the *Client*, *Project Manager* or Others

The modular *Contractor* shall make allowance for the following for the use of the *Client*, *Project Manager* or Others:

- The Contractor shall allow for meeting rooms at the factory or another location for face-to-face meetings with the *Project Manager,* the *Client* and Others during the design stages.
- The Contractor shall allow for factory visits and quality inspections as identified within this scope document and the associated appendices, including the provision of all the necessary equipment for the testing and inspections identified.

10.2 S1010 – Services and other things to be provided by the *Client or Others*

The Principal Works Contractor shall.

- provide adequate welfare facilities for the on-site works of the modular Contractor
- provide adequate hoarding for the on-site works of the modular Contractor
- provide adequate welfare facilities for the security escorts required for the works.
- provide meeting facilities and work area for the modular *Project Manager* and *Supervisor,* who will attend Site as required, to fulfil their duties under the contract.
- Provide temporary power supplies as required, temporary water supplies as required
- Provide sewage disposal if any temporary cabins are connected to the prison main runs. If self contained units are being utilised, then the Principal Works Contractor shall be responsible for the collection and disposal of sewage. The Principal Works Contractor shall be responsible for obtaining the required temporary discharge licences for connection in to the mains, if required.

The *Client* Shall.

- Provide access to Site as agreed in the 4.20 meeting agreements held with each estabalishment.
- Escort arrangements as detailed in the 4.20 meeting agreements held with each estabalishment.

11.0 S1100 – Health and Safety

11.1 S1105 – Health and safety requirements

Health, safety, and wellbeing is a priority for the Project. The modular *Contractor* shall drive good practice and betterment in relation to health, safety, and wellbeing. The modular *Contractor's* Manufacture and Construction Phase Plan shall outline how the following key points shall be implemented for the delivery of the Project:

1. integration of health, safety and wellbeing requirements and opportunities for excellence during design, production, and installation.
2. prevention of accidents and ill-health and the promotion of well-being during the production and build and for users of the new site facilities.

The modular Contractor's Manufacture and Construction Phase Plan shall provide further detail on the following non-exhaustive list:

1. overarching method statement for the production, installation, and Completion of the Project.

2. frequency of the modular *Contractor's* inspections and reporting at both the production facility and Site
3. Method Statement (as defined below) management and the process of issuing to the *Project Manager* for review.
4. weekly health and safety dashboard reporting for both the manufacture and installation works.
5. RIDDOR Management and reporting process to the *Project Manager*
6. the process and systems to be used for capturing observations and reporting
7. Subcontractor compliance and integration with the modular *Contractor's* health and safety strategy for the Project.
8. the Site Rules relating to the modular contractors on-site works
9. emergency procedures relating to the modular contractors on-site works .
10. welfare strategy.
11. drugs and alcohol policy and management.
12. COVID-19 Management Plan and reporting
13. The *Contractor* shall identify the high-risk activities on the Project that will be managed through the High Risk Activity tracker that shall form part of the Construction Phase Plan (A non-exhaustive list is provided below:
    a. fire risks and management.
    b. Site traffic, vehicle segregation and pedestrian management.
    c. working at height.
    d. lifting operations.
    e. excavations and live services.
    f. contaminated waste.
    g. COSHH.
    h. occupational health risks such as long journeys.
    i. working around live services.
    j. temporary *works* and temporary services (managed under the *Contractor's* temporary *works* policies and procedures).
    k. managing the safety of the public and HMP staff; and
    l. environmental risks

The modular Contractor's Manufacture and Construction Phase Plan shall co-ordinate with the Principal Works Contractor who will own the working areas of each Site.

Incident reporting shall be defined by the modular *Contractor* in the Manufacture and Construction Phase Plan and shall set out the escalation and communication process for all incidents on the Project.

If any reportable incident occurs (as defined by RIDDOR), the modular *Contractor* shall make the *Client* and *Project Manager* aware immediately (once any urgent activities on Site are undertaken to address the incident) via an email and/or phone call to both parties.

11.2 S1110 – Method statements

As part of the modular *Contractor's* Manufacture and Construction Phase Plan, the modular *Contractor* shall provide an overarching method statement for the delivery of the Project (the "**Method Statement**").]

The modular *Contractor* produces risk assessments and method statements for all construction operations compliant with the Construction (Design and Management) Regulations 2015 and submits

them to the *Project Manager* for information. The *Project Manager* and *Client* shall not be responsible for the acceptance of such risk assessments and method statements.

As a priority Method Statements must be produced for all High Risk Activities (indicative list provided in section above).

Method statements and risk assessments and lifting plans for installation will be required to be submitted to the Principal Works Contractor who owns the working area on each Site, for review and acceptance.

The establishments from time to time may request to review method statements and risk assessments to ensure it is in line with the 4.20 requirements identified for each Site. The modular Contractor shall comply.

11.3 S1115 – Legal requirements

The modular *Contractor* provides for all health and safety duties affected by its operations within the Site and Working Areas.

The modular *Contractor* fully complies with the Construction (Design and Management) Regulations 2015.

The modular *Contractor* pays due regard to safety duties applying to the preparation and production of the design.

11.4 S1120 – Inspections

The modular *Contractor*, shall, at all times, make available to the *Project Manager* all health & safety policies, procedures and method statements for inspection and review.

The modular *Contractor* shall allow for an inspection by the *Project Manager* or *Supervisor* and the *Clients* health and safety inspector, of the Health & Safety procedures within the production facility. The modular Contractor shall allow for adequately accompanying the *Project Manager* or *Supervisor and Clients* health and safety inspector on any inspections.

The modular *Contractor* shall allow for a single inspection by the *Project Manager* or *Supervisor* and the *Clients* health and safety inspector, of the Health & Safety procedures within the Site. The modular Contractor shall allow for adequately accompanying the *Project Manager* or *Supervisor* on any inspections.

11.5 S1125 – Prohibited and hazardous materials

The modular *Contractor* shall identify any deleterious or hazardous materials as required under the COSHH Regulations 2002 and carry out the relevant COSHH Risk Assessments.

The modular *Contractor* shall take all reasonable precautions to prevent an outbreak of incident relating to prohibited and hazardous materials and to minimize the amount of any loss or damage caused by fire or toxic fumes.

In particular, the modular *Contractor* shall observe all current precautions appertaining at the establishments at Site as identified by the 4.20 agreement meetings and in accordance with the Principal Works Contractor health and safety policies.

11.6 S1130 – Pre-construction information (UK specific, CDM regulations 2015)

A designer's risk assessment has been provided in schedule 6. As part of the Principal designer's role, the modular Contractor must develop this into the relevant health and safety file for handover.

11.7 S1135 – Health and Safety File

For details on the deliverables expected from the Health and Safety File at Completion, refer to S405 and S450.

Where applicable, Completion documentation is consistent with the principles of the Building Record Documentation Schedule included within the Estate Cluster Documents in Schedule 8, section S 450.

12.0 S1200 – Subcontracting

12.1 S1205 – Restrictions or requirements for subcontracting

Subcontractors shall adhere to the same requirements of the modular *Contractor* in respect of all matters, including security and confidentiality.

It is expected the modular *Contractor* will have established long-term relationships with Subcontractors with expertise to cover all aspects for the effective briefing, design, delivery, and installation of projects.

12.2 S1210 – Acceptance procedures

The acceptance procedure for a Subcontractor is as per the contract.

13.0 S1300 – Title

13.1 S1305 – Marking

Details of the preparation of Equipment, Plant and Materials for marking by the *Supervisor*

The modular *Contractor*, or its supplier, sets aside the Equipment, Plant and Materials in an agreed secure area, and where necessary to protect the Equipment, Plant or Materials, the modular *Contractor* provides covered storage.

The *Supervisor* and the modular *Contractor* are to establish a unique identification and labelling system to be used in the marking of Equipment, Plant and Materials contained outside the Working Areas. The modular Contractor is to carry out the Marking of the Equipment, Plant and Materials that is ready for the *Supervisor* to validate as ready for Site delivery. The marking (labelling) placed by the modular *Contractor* shall clearly identify the *Client* and the name and reference of this contract. It shall also include a space for logging inspection and acceptance by the *Supervisor.*

Plant & Materials outside the Working Areas

The process of marking, detailed above, must be followed by the modular Contractor as part of the vesting agreement, for the payment for Equipment, Plant and Materials held outside the Working Areas. This is in accordance with the details contained within Appendix D Vesting Agreement.

13.2 S1310 – Materials from excavation and demolition

The modular *Contractor* is not carrying out any excavation and demolition works and as such has no title to any materials located on Site.

14.0 S1600 – Changes in the law (Option X2)

Used

15.0 S1700 – Ultimate holding company guarantee (Option X4)

Used

16.0 S1800 – Undertakings to the Client or Others (Option X8)

Used

17.0 S1900 – Information modelling (Option X10)

Used

18.0 S2000 – Termination by the Client (Option X11)

Used

19.0 S2100 – Performance Bond (Option X13)

Used

20.0 S2200 – The *Contractor's* design (Option X15)

Used

21.0 S2300 – Retention (Option X16)

Used

22.0 S2400 – Limitation of Liability (Option X18)

Used

23.0 S2500 – Client's work specifications and drawings

23.1 S2505 – *Client's* work specifications

The following register below details the schedules containing the *Client's* performance specification and other procedures, deliverables, and requirements for the contractor to design, manufacture, supply, and construct in accordance with.

- Schedule 1. Performance Specification
- Schedule 2. Project Deliverables
- Schedule 3. Security Requirements
- Schedule 4. BIM Requirements
- Schedule 5. Contractors Design Responsibility
- Schedule 6. Design Risk Assessment
- Schedule 7. Government Soft Landings
- Schedule 8. Handover Requirements
- Schedule 9. Indicative demand for units

24.0 S2800 – Buy back option

As part of the tender response, the Contractor shall price the buyback option and provide the commercial position that it can offer the *Client* in the event that the *Client* wishes to sell the units back. This will be done via the relevant tab within the pricing schedule.