

**Schedule 6 – FAC-1 Brief**  
**Contingency Response Programme - Package 8**

## SCHEDULE 6

### FAC-1 BRIEF

#### 7.1 Definitions

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

Word or phrase	Meaning
Alliance Member	The Contractor for the FAC-1.
Alliance Manager	The Alliance Manager will act on behalf of the <i>Client</i> and will be identified on a project-by-project basis. The Alliance Manager is tasked with holding the <i>Alliance Member</i> to the technical specifications and quality requirements, providing details on any variants to the <i>Alliance Manager</i> .
Alliance Package	The Package made up of Works Packages (Projects) and allocated to Alliance Members.
Client Designer	The Client Designer is currently MOJ for legislative reasons after the administration faced. Upon completion of the validation or appointment, the Contractor takes on this role.
Contractor	Alliance Member for the FAC-1.
Coordinated design	<p>Upon completion of validation all design responsibility for the <i>Works Package</i> is transferred from the <i>Client Designer</i> to the <i>Alliance Member</i> who will become the lead designer for its <i>Works Package</i>.</p> <p>The Design will be transferred at the completion of the validation period, and it is the Alliance members responsibility to ensure that the design is fully co-ordinated, and the design integrity is maintained. This will be true for all the categories of design maturity detailed within section 2.0.</p>
Cost Consultant	The <i>Client</i> will appoint a cost consultant in connection with the <i>FAC-1 Programme</i> and may differ in relation to the scheme and project being undertaken.
Derogations	Derogations from the Client's technical standards guidance, standards and specifications in relation to the <i>FAC-1 Programme</i> and <i>Individual Projects</i>

Derogation Schedule	The schedule of proposed Derogations relating specifically to the <i>FAC-1 Programme</i> and <i>Individual Projects</i> prepared by the Client and its design team and will transfer to the ownership of the Alliance Members at completion of the validation or appointment.
Design	Information issued to the Alliance Member by the Alliance Manager of varying maturity as categorised in Section 2. for information and further development. Upon completion of the validation or appointment, the Contractor takes on responsibility for the Design.
Design for Manufacture and Assembly (DfMA)	A design approach that the Client is looking to revolutionise in the construction of the Main Works Packages for the <i>FAC-1 Programme</i> by focusing on the ease of manufacturing and efficiency of assembly.
Design Brief	The Brief and Design requirements when used in the context of the overall FAC-1 Brief.
Design Guardian	<i>Technical Assessor (TA).</i>
Fee Percentage	Refers to the " <i>fee percentage</i> " as defined and referred to as such in the <i>Early Works Terms</i> and the <i>Main Works Terms</i> . This fee percentage will be referred to in all <i>Stage 1 Orders</i> for <i>Pre-Construction Activities</i> (as part of the pricing document in any such <i>Orders</i> ) and any <i>Notice to Proceed to Stage 2 Main Works</i> for a <i>Works Package</i> that may be instructed.
FF&E Strategy	The FFE strategies will be scheme/Programme specific. Contractors responsibilities will detailed within the Design Brief (Appednix 10)
First Prisoner	The "First Prisoner" or "First Prisoner In" date relates to the expected completion date for the Works Packages at which point the prisoners will be moved to the new facility or for other facilities and establishments, it will be taken into use.
FBC	Full Business Case. The FBC is intended to evidence the continued strategic fit of the Programme against its "Outline Business Case" (OBC) objectives, demonstrate adequacy of the management arrangements for successful delivery of the <i>FAC-1 Programme</i> and evidence the most economically

	advantageous tender.
Government Soft Landings (GSL)	The <i>Alliance Member</i> is responsible for delivering the <i>Works and/or Services</i> to meet the philosophies and principles of the Government's "Soft Landings" framework, as described in the revised guidance for the public sector on applying (Standard): BS8536 parts 1., where achievable in connection with the FAC-1 Design Brief and the <i>Client's</i> Technical Standard STD/BIM/P07 – Guide to Government Soft Landings Version 5.2.
MMC	Modern Methods of Construction (MMC) is a process which the <i>Client</i> is committed to in supporting the Governments drive to transform the construction sector focusing on off-site construction techniques, such as mass production and factory assembly, as alternatives to traditional building
PEP	Is the "Project Execution Plan" defined as such at section 7.2.7.5 and referred to throughout this FAC-1 Brief.
Programme	The <i>Timetable</i> when used in the context of the overall <i>FAC-1 Programme and Individual Projects</i> .
Programme Consultants	The Programme Consultants including the Alliance Manager, Client Designer, Cost Consultant, Planning Consultant and any other Client appointed consultant.
RACI Matrix	A responsibility assignment matrix that follows the acceptable principles of "responsible, accountable, consulted and informed".
RIBA Stage 3	All tasks as generally described within the task bars defined within Stage 3: Spatial Coordination of the RIBA Plan of Work 2020.
RIBA Stage 4	All tasks as generally described within the task bars defined within Stage 4L Technical Design of the RIBA Plan of Work 2020. The BSRIA Design Framework BG6/2018 (5th edition), has further refined the RIBA Stages for Building Services / MEP by splitting Stage 4 into three stages. In this FAC-1 Brief, these stages are referred to as Stage 4a, Stage 4b and Stage 4c as defined below.

RIBA Stage 4a (BSRIA)	MEP/ building services tasks as generally described within the task bars defined within Stage 4 'feasible-generic design' of the BSRIA Design Framework BG6/2018 (5th edition), with the input of specialist subcontractors who will be appointed by the Alliance Members.
RIBA Stage 4b (BSRIA)	MEP/ building Services as generally required to complete the Stage 4 'coordinated-generic design' of the BSRIA Design Framework BG6/2018 (5th edition)
RIBA Stage 4c (BSRIA)	The Alliance Member is responsible for the tendering, programming, coordination, and issuing of each Works Package and ensuring that the design integrity is maintained for transition to RIBA Stage 5.
Site Specific Design	<p>This consists of both the Building Site Specific Design and the Site-Specific Site Design (as defined below), which are produced through the application of the Building Reference Design on each of Main Works Package Sites.</p> <p>The Site-Specific Site Design is the translation of the Building Reference Design onto the proposed Main Works Package Sites with any necessary site design adjustments to be made including but not limited to taking account of planning authority matters, all site-specific constraints, geology, contamination, topography, proximity to other third party owned built assets and infrastructure.</p>
Site Specific Site Design	This is the translation of the Building Reference Design onto the proposed Main Works Package Sites with any necessary site design adjustments to be made including but not limited to taking account of planning authority matters, all site-specific constraints, geology, contamination, topography, proximity to other third party owned built assets and infrastructure.
Site Specific Building Design	The relevant Alliance Member will use the Building Reference Design to produce these designs for each Main Works Package Site (including site specific changes that could not be standardised within the Building Reference Design as required). The Building Site Specific Design refers to all design elements that are inclusive and above damp – proof course level
Stage 1	The works and/or services in respect of the pre-construction stage of the FAC-1 Programme for each of the Works Packages as described in this FAC-1 Brief.

Stage 2	The works stage in relation to a Works Package following the issue of a Notice to Proceed to Stage 2 in respect of the same, as described in this FAC-1 Brief. The <i>Construction Phase</i> .
Target milestones	A target date for achieving a specific task or activity identified as being key to the programme's critical path.
Technical Advisor	<p>If applicable. The Client design team will continue on behalf of the <i>Client</i> in a "technical advisor" role with oversight and interface of the intended design strategy for all <i>Works Packages</i> and <i>Sites</i>.</p> <p><i>Alliance Member</i> will work with the technical adviser and take ownership of validating the Design for its <i>Works Packages</i> and review any design changes that the <i>Alliance Member</i> and/or its Alliance Member Design Team propose.</p> <p>The <i>Alliance Manager</i> is tasked with holding <i>Alliance Member</i> to the technical specifications and quality.</p>
Transition Point	The transition point will be post contractor appointment and once the design validation is completed.
UK BIM Framework	<p>The UK BIM Framework is the overarching approach to implementing BIM in the UK, using the framework for managing information provided by the ISO 19650 series.</p> <p>The term UK BIM Framework superseded the old terminology of 'BIM Level 2' in line with the ISO19650 suite of standards which discourages the use of levels of maturity and encourages instead the Appointing Parties to specify information management requirements on an appointment-by-appointment basis.</p>
Works Cost Plan	The <i>Alliance Member</i> cost estimate developed using the <i>Client</i> design for use in the Clients governance process.

Without prejudice to the above, the Alliance Member should note that, in the Objectives, Timetable, Risk Register, Allocation Schedule, Works Package Procedure, this FAC-1 Brief, the FAC-1 Prices, the FAC- 1 Proposals, the Pricing Rules, the Performance Security Schedule, the Data Protection Schedule and BIM Requirements of the FAC-1 Documents (including any schedules or appendices to the same), the following terms (whether used in title case or otherwise and also including any similar phrases with equivalent intent or meaning in relation to the FAC-1 Programme and in the context of the Works and/or Services being provided by the Alliance Member in connection with the same) shall be interpreted as having the meanings ascribed to them below as the context requires:

<b>“Alliance Member Design Team”</b>	<p>This is the appointed design team by the Contractor who is, and is apart of, the Alliance Team</p> <p>The document defining the processes and protocols for communications and notifications between parties. To be established and defined within the Project Execution Plan (PEP) within the timescales for agreement.</p>
<b>"bid"</b>	<p>In the context of a <i>Main Works Package</i>, a submission made by an <i>Alliance Member</i> in accordance with the <i>Allocation Procedure</i> or <i>Main Works Package Procedure</i> (as the context requires).</p>
<b>"client designer"</b>	<p>The Client Designer is currently MOJ for legislative reasons after the administration faced. Upon completion of the validation or appointment, the Contractor takes on this role.</p>
<b>"consultant"</b> (or any term used to describe a member of the <i>Client's</i> professional team in connection with the <i>FAC-1 Programme</i> , by name or role)	<p><i>A Programme Consultant.</i></p>
<b>"contract"</b>	<p>The <i>FAC-1 Contract</i> unless expressly relating to any early works or main works in connection with a <i>Main Works Package</i>, in which case the term shall mean the <i>Early Works Terms</i> or <i>Main Works Terms</i> respectively.</p>
<b>"contractor", "main contractor" "Supplier Alliance Member" and "supplier"</b>	<p><i>An Alliance Member.</i></p>
<b>"early works" and "advanced works"</b>	<p><i>Any Pre-Construction Activities.</i></p>
<b>"programme"</b>	<p>The <i>Timetable</i> when used in the context of the overall <i>FAC-1 Programme</i>.</p>
<b>"Ministry of Justice", "MoJ", "authority" and "employer"</b>	<p>The <i>Client</i>.</p>
<b>"NEC" or "NEC4" or "PPC200"</b>	<p>The <i>Main Works Terms</i> or the <i>Early Works Terms</i> (as the context requires).</p>

<b>ISG Contingency</b>	The <i>FAC-1 Programme</i> .
<b>"Price Determination"</b>	The pricing validation process that forms part of the <i>Allocation Process</i> and <i>Main Works Package Procedure</i> (as the context requires).
<b>"Works Package"</b>	A <i>Main Works Package</i> . An individual project forming the Alliance Package allocated to Alliance Members.

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

## 7.2 Services Requirements

The service requirements of the Alliance Member will vary depending upon the category under which the Alliance Members' Works Package (project) falls within.

The procurement of the projects under this Alliance provides a vehicle for future collaboration initiatives, to drive efficiency through collaborative approaches. The Alliance Manager, working with the Authority and Alliance Members, will advise on future Alliance initiatives.

The Project Categories are below:

Category	Category Description	Projects included within Category
Category 2	Projects where contracts had been awarded, and they have commenced the design stages. The design work undertaken in this category is estimated to be between 10% and 85% completed depending on the progression of each project.	<b>REDACTED</b>

In summary, the Alliance Member is required to support the MoJ team through Stage 1 with the result that at the close of Stage 1 the Alliance Member shall provide:

- a design that meets the requirements of the MoJ,
- a fixed price for each Works Package that is tendered to the appropriate level of detail, a tendered total of the Prices for the works required for each sub-contract that is consistent with the Works Cost Plan (as has been updated during the development of design),
- supporting programme and logistic requirements, constraints, statutory consents and all other detail as appropriate,
- and satisfy the requirements listed in the FAC-1 Brief and appendices.

Generally, the Alliance Member is required to:



- Undertake technical review and validation of all available information and previously completed works and advise, including compliance, buildability, programme, budget, risks and improvements;
- Review and adopt any available survey information and advise on any further surveys or measures the Client may require to further inform the Alliance Members design, pricing and risk;
- Undertake survey and investigation works (including the identification of abnormal features that might impact on cost) and enabling works; A complete list of surveys required can be found in *Design Brief – Section 4*;
- Develop a design compliant with the MoJ's technical standards and specifications and building regulations to RIBA 4;
- Obtain derogation approval for all instances of non-conformance with the MoJ's technical standards and specifications;
- Discharge its duties as the CDM Principal Designer and Principal Contractor;
- Discharge its duties as the Building Safety Act Principal Designer and Principal Contractor;
- Undertake temporary works design as required;
- Undertake an appropriate government soft landings process; undertake activities in line with the Government Soft Landings framework.
- Provide sustainability and environmental advice;
- Provide whole life appraisal input including advice on durability and maintenance;
- Determine, prepare, and manage the works package tendering strategy and procurement activities; develop in conjunction with his design team a design release programme that coordinates with the package tendering strategy;
- Provide a fully supported cost forecast of the *Alliance Member Stage 1* costs within 30 days of being appointed (with such cost forecast to be updated monthly at a date to be advised by the *Alliance Manager*);
- In conjunction with the Cost Consultant, collaborate in the development of a Works Cost Plan upon which each *Works Package* commercial management will be based, with *Alliance Member* being required to adopt this Works Cost Plan as his own view as to the likely outturn cost (and with the Works Cost Plan is to be prepared and issued within 30 days of being appointed);
- Provide sub-contractor procurement and management services;
- Organise sub-contractor appointments & contractual arrangements;
- Provide project control services including cost, schedule, change, risk, and quality management services;
- Advise on the availability of materials, labour etc;
- Undertake value engineering and value management reviews / initiatives;
- Facilitate specialist sub-contractor involvement and commercial advice;
- Develop the *Stage 1* and *Stage 2* programmes for the *Stage 1 Services* and potential construction duration of each *Main Works Package*;

- Develop a sequencing and delivery strategy;
- Develop mobilisation planning and arrangements;
- Provide recommendations for early works;
- Provide recommendations for early orders of materials etc;
- Undertake site wide construction/refurbishment/installation logistics planning;
- Undertake potential phasing reviews, proposed value engineering and optioneering;
- Proactively manage stakeholders including ongoing support, communication, and engagement;
- Coordinate and liaise with site operators, occupiers and other projects to ensure coordination and agreement of proposals; and
- Ensure appropriate attendance at meetings as required by the *Client* or project stakeholders.

### 7.2.1 Procurement

Stage 1 seeks to engage the Alliance collaboratively, promoting joint processes and shared working practices which are intended to achieve improved efficiency, cost savings and other improved value. The Alliance Member is required to procure the whole of the Services and Works for the Works Package and will be required to:

- Develop a design release programme;
- Develop a tendering strategy;
- Support in the development of the main contract option/options strategy;
- Prepare suitable tender enquiries fully supported by quantities, tender enquiries to be agreed with the Cost Consultant;
- Compile a list of sub-contract package tenderers and agree with the MoJ and Cost Consultant;
- Break the Works Cost Plan down into package headings and agree with the Cost Consultant;
- Tender all packages on an open book basis, share all tender return information with the Cost Consultant and Project Manager and progressively feed in tender prices into the Works Cost Plan and over the period convert the Works Cost Plan into a firm price tender;
- Changes to the selected Supply Chain members shall be tracked; this requires the Alliance Member to present a business case (usually nil cost and time) to obtain Client approval to change. For clarity, this applies to supply chain partners selected by the previous contractor and supply chain partners selected by the Alliance Member;
- Finalise the programmes;
- Finalise logistic proposals;
- Comply with and complete all necessary activities under the CDM Regulations and Building Regulations current at the time; and
- Provide other similar or related services/activities as may be reasonably required.

### 7.2.2 Stage 1 Design Review and Improvement

For all Works Packages, existing information is provided in Appendix 10.

Works Packages are classified as Category 1, Category 2, or Category 3, as per Section 7.2, depending on the maturity of information held. Despite the separate classification the Alliance Members design responsibilities will include, but not limited to -

1. The Alliance Member is to initially validate the existing design information, ensuring compliance with all relevant Employers Requirements, statutory legislation and design specifications provided by the client.
2. Upon the completion of validation, an analysis of the remaining/outstanding design is to be assessed, costed and programmed for the Alliance Manager consideration.
3. Assume responsibility for that design and its elemental contents, including survey information used to inform such designs (unless explicitly clarified).
4. Allow for any alteration to ensure the completeness of design information and the buildability and operation of the works associated with the design presented.
5. Following the validation period, the Alliance Member shall assume and undertake CDM and BR (Building Regulations) Principal Designer roles.
6. Following the validation period and depending on the relevant accepted RIBA stage of the project, the Contractor(s) is responsible for providing services from either Stage 1 Pre-construction or Stage 2 Main Works as applicable, in accordance with the requirements set out within the Design validation strategy.
7. During the validation period, the Alliance Member should prioritise and identify elements of the existing design and proposals that offer improvements to the programme and budget.
8. Follow MoJ information management processes including security, control point and governance, derogations, information management to ISO19650, and use of Viewpoint.

At the commencement of the validation period, updated technical information and the previous contractor's information to current point in time will be provided in Appendix 10, including project brief, design brief, survey and design information, and programme. Alliance members shall meet the following information requirements –

#### Category 1

- A FAC-1 Programme (also Project Brief) will be issued with or soon after the Form of Offer
- These projects are not applicable to the cost-plus Validation Stage (as part of the FAC-1 Contract) and the Supplier Alliance Member is solely responsible for all costs and expenses borne and incurred by them or any third party instructed by them in connection with the Form of Offer including in respect of the preparation and submission of their Project Proposals and any further stages of the Form of Offer
- **Outputs of the Validation phase Stage for each project:**
  - Within 2 weeks of the Validation Stage beginning, the Supplier Alliance Member will return:
    - a) a completed Pricing Submission for each Category 1 project.
    - b) a detailed programme.
    - c) a resource schedule for the pre-construction phase.
    - d) a completed Gaps List.

#### Category 2

- These projects will be subject to a cost reimbursable payment mechanism within the Validation Stage
- In addition to this, an updated Form of Offer containing the FAC-1 Programme (also Project Brief) will be provided at commencement of validation

#### Outputs of the Validation Stage for each project:

- Upon completion of the validation exercise, the Supplier Alliance Member will return:
  - a) design acceptance and all further design activities the Supplier Alliance Member is required to undertake, in order to complete the design to the end of RIBA Stage 4 and design responsibility.
  - b) a gap analysis to identify any re-work required ensure design is accepted before entering DPP/AMP.
  - c) a price for completing design and to take on Principal Designer and Principal Contractor
  - d) A proposal for taking on the responsibility of site management for the preliminary stages.
  - e) a proposed risk register, inclusive of risk owner allocation for future phases of the project.
  - f) a indicative price and cost plan for completing the construction of the project

#### Category 3

- These projects will be subject to a cost reimbursable payment mechanism within the Validation Stage
- In addition to this, an updated Form of Offer containing the FAC-1 Programme (also Project Brief) will be provided at commencement of validation
- For the direct award MOJ requires a programme and cost-plus price for validation.

#### Outputs of the Validation Stage for each project:

##### **Phase 1** (first 6 weeks):

- Upon completion of the Validation Stage Phase 1, the Supplier Alliance Member must confirm:
  - a) what on-site activities can be completed while any re-design activities are taking place.
  - b) Physical inspections of construction work undertaken and adherence of construction to the approved design.
  - c) a proposed risk register, inclusive of risk owner allocation for future phases of the project.
  - d) Health and Safety issues log.
  - e) a price for completing design and to take on Principal Designer and Principal Contractor.
  - f) a high-level independent design review, including a gap analysis on any further design required and price for handover of design and transfer of design responsibility.
  - g) identification of any early works packages, inclusive of asset protection activities.
  - h) a supply chain engagement summary and procurement strategy.
  - i) a vetting strategy for staff and sub-contractors.

##### **Phase 2:**

- Upon completion of the Validation Stage Phase 2, the Supplier Alliance Member must confirm:
  - a) the full price to complete the project and a supporting resource activity schedule.
  - b) the take-over of existing leases for site infrastructure, for example cabins and generators.
  - c) the design to the agreed RIBA Stage for any design gaps identified in Phase 1, where the Client instruction has been received.
  - d) the gap analysis on outstanding construction work.
  - e) any necessary re-work to existing physical works delivered onsite, inclusive of a cost estimate.
  - f) the construction stage programme.

Where applicable the Alliance Member shall at the start of Stage 1 (PCP2000) or at the end of RIBA Stage 4 (FAC-1 Stage 1) (NEC), the Alliance Member shall provide the Client and the Alliance Manager with proposed scope of works, programme and price for each Works Package in accordance with the Works Package Procedure. The content of the priced submission shall be agreed with the Client and Alliance Manager but shall include but not be limited to:

- RIBA 4 design deliverables as described in the FAC-1 Design Brief, Appendix 10
- Updated Preconstruction Health and Safety Plan
- F10 submissions
- A compliant programme
- Phasing and logistics proposals
- Security Management Plan
- Project Execution Plan
- Quality Management Plan
- BREEAM tracker
- BIM Execution Plan
- Planning consent/reserved matters schedule
- GSL strategy
- Fixed Fee and cash flow forecast
- Activity Schedule

In addition, the *Alliance Member* shall:

Advise on issues of practicality, buildability, co-ordination, and efficiency, as well as review the feasibility of tolerances and advise the *Client* thereon. The *Alliance Member* must become an integral part of the design process and where an *Alliance Member* identifies an omission from, deficiency in or lack of coordination between the design information provided to the *Alliance Member*, that *Alliance Member* shall promptly notify the *Client* in writing and seek the *Client's* instructions on the rectification of such omission, deficiency, or lack of coordination.

As part of this, the *Alliance Member* shall:

- Develop and confirm the design detailing with the *Alliance Manager* and Client Designer and identify to the *Client* any design coordination issues arising;
- Provide information and guidance on waste and recycling management procedures and techniques during the design process, such that on site wastage is kept to an absolute minimum;
- Investigate and report on the use of standardisation and prefabrication, as well as identify elements or *Works Packages* where standardisation and prefabrication could be effectively utilised;
- Investigate and report on the availability and relative suitability of alternative materials and components, methods of working, building systems and equipment;
- Take a proactive role in dealing with the subcontractor queries and review these promptly and regularly with the *Alliance Manager*, Client Designer and Cost Consultant; and
- Develop the design within the constraints of the site and ensure that the design complies with the requirements of any planning or local authority conditions, approvals, or consents.

The *Alliance Member* will be required to attend, as a minimum, the following *Alliance* meetings during and throughout *Stage 1*:

- Monthly senior management performance meetings with the *Client* and its project team (including the *Programme Consultants*). The purpose of these meetings is to review the overall performance of the *Alliance Member* and to review the key performance indicators stated in the *FAC-1 Contract* and issues or actions arising in connection with the *FAC-1 Contract*. Attendees will include the *Client*, the *Alliance Manager*, the *Alliance Member* construction manager and construction director responsible for this *FAC-1 Contract*;
- Monthly programme monitoring meetings: The *Alliance Member* construction manager organises, attends and manages the agenda for these. The *Alliance Member* must issue a highlight report of all activities one week ahead of each meeting. The purpose of these meetings is to review the progress of the *Stage 1* activities and to discuss issues or actions arising in connection with key milestones, design/buildability reviews, cost, procurement, and risk. Attendees will include the *Client*, *Alliance Manager*, Cost Consultant and the *Alliance Member* construction director and construction manager;
- Monthly preconstruction commercial and procurement meetings, attended by the *Alliance Member's* construction director, commercial director, and procurement manager (or relevant applicable titles). The *Alliance Member* is required to issue a report on procurement progress and provides an updated Works Cost Plan each time;
- Stakeholder Meetings: The *Alliance Member* shall liaise with and attend meetings with the *Client's* personnel and other interested parties and/or their representatives including adjacent highway and planning authorities, where deemed necessary;
- The *Alliance Member* shall invite the *Client* to attend meetings arranged between the *Alliance Member* and others in connection with the *FAC-1 Programme generally*.
- The *Alliance Member* shall attend or be represented by a person approved by the *Alliance Manager* in writing and in advance at all meetings.

Unless otherwise stated, an *Alliance Member* will prepare the agenda for all meetings after consulting with the *Client*. An *Alliance Member* is to take notes of all meetings and provide a draft of the minutes of the meeting within a week for the *Client* to approve.

The *Alliance Member* is to note that during the latter stages of design development and the procurement phase (Stage 1), commercial and design meetings will be required at more frequent intervals than identified above. The *Alliance Member* should allow for weekly meetings at critical times to maintain programme, close out issues and advise of commercial developments following tender returns.

The *Alliance Member* shall organise, attend and chair monthly sub-contract tender package development meetings with its construction manager, project director, procurement manager, supply chain manager all present (or other relevant / appropriate titles) plus the *Client*, Cost Consultant and *Alliance Manager*. The purpose of these meetings is to review the overall progress of the subcontract tender package procedure and any issues or actions arising in connection with all procurement activities.

The *Alliance Member* shall organise, attend, and chair monthly buildability tender package coordination monitoring meetings attended by the *Alliance Member*, the *Client*, the *Alliance Manager* and Cost Consultant. The *Alliance Member* shall issue a highlight report of overall progress against key milestones and activities one week ahead of each meeting. The purpose of these meetings is to review the progress of the coordination of tender packages and to discuss issues or actions arising in connection with specific design interfaces and coordination of the tender packages alongside key milestones. Attendees from the *Alliance Member* will be the construction manager, project director, procurement manager, supply chain manager and the architectural design consultants and multi-discipline engineering consultants responsible for their specific tender packages.

As a summary, the *Alliance Member* will be required to attend monthly meetings to ensure collaboration and transparent management in *Stage 1* of the *FAC-1 Programme*. These should be combined where possible, to minimise time impacts. These will include, but not be limited to, the following:

- Design development meetings – buildability advice and direction in general;
- Commercial meetings – Works Cost Plan, value engineering, change control and key performance indicators;
- Procurement meetings – initial strategy, delivery, and progress;
- Risk meetings – review risk from a design, procurement, and cost perspective within the *Stage 1* process;
- Principal's meetings – monthly meeting of Alliance Principals / Executives to review current position of the package against programme;
- Project client meetings – feeding in the information from the forgoing meetings and reporting to the *Client's* personnel on all aspects of the *FAC-1 Programme*; and
- Other similar or related meetings as may be reasonably required.

The *Alliance Member* will also be required to attend ad-hoc meetings, as appropriate. These will include but not be limited to the following:

- Value engineering – design and cost management;
- Specialist subcontractor meetings – design and cost management;
- Early works and orders meetings;
- Health & safety meetings – general reporting and update on all aspects of health & safety;
- Logistics meetings – update and advising on design information used to formulate a project logistics plan; and
- Other similar or related meetings as may be reasonably required.

It is anticipated that the *FAC-1 Programme* will be governed by a series of weekly *Alliance* design workshops and interim meetings as listed in this document, the Client Designer will incorporate output and changes to RIBA Stage 4 (RIBA Stage 4 (BSRIA)) or preceding design stages if required. The *Client* expects *Alliance Member* to submit a *Stage 1* report monthly (in a format provided by the *Alliance Manager*) capturing the output from each weekly design workshop and other *Stage 1* outputs.

It is important to note that following *Stage 1* and successful agreement of the scope, price and programme for a *Works Package* as part of any *Works Package Procedure*, design responsibility for that *Works Package* will transfer to the *Alliance Member* as from the date of the *Notice to Proceed to Stage 2* Main Works for that *Works Package*. However, the *Client* reserves the right to issue an instruction (as an *Order*) to an *Alliance Member* requiring it to, amongst other things, review, validate, update and/or finalise any proposed design for a *Works Package* during *Stage 1*, which may also require the *Alliance Member* to take ownership over (and be responsible for) the design for the *Works Package* as from the date of the *Order*.

The *Alliance Member* will comply with and apply the *Client's* ISO19650 *BIM Requirements* during *Stage 1* and during *Stage 2* (the construction Stage, as governed by the *Main Works*

*Terms*). The Client Designer shall integrate the application of the *Client's ISO19650 BIM Requirements* across the *FAC-1 Programme* and will integrate the geometrical and alphanumerical information (3D information and COBie) and data developed by the *Alliance Member* and (as the context requires) the *Programme Consultants* in connection with the *FAC-1 Programme*:

- Using direct mutual commitments by *Alliance Member* for effective communication and information management;
- Using the *Timetable* to integrate relevant activities, deadlines and interfaces for all BIM contributions, reviews, and approvals;
- Using the supply chain to obtain contributions to Geometrical and Alphanumerical information (3D models and COBie) and data from *Supply Chain Member*;
- Using the *Risk Register* for integrated *BIM* risk management; and
- Through meetings for the purpose of clash detection and issue resolution.

The duties and obligations of the *Alliance Member* in connection with *BIM* and to all the project's information in relation to the *FAC-1 Programme* are further detailed in the *Client's ISO19650 suite of BIM Requirements*.

For clarity, the *Client's ISO19650* requirements are not only related to geometrical and alphanumerical information (3D and COBie) but encompass all the project's information. These may be subject to update during *Stage 1*.

The Alliance members design deliverables are furthered and detailed within the Design Brief and Validation Strategy appended to this contract.

The Client expects Alliance Members to submit a Stage 1 report monthly (in a format provided by the Alliance Manager) capturing the output from each weekly design workshop and other Stage 1 outputs. The Client anticipates the Alliance Members Teams shall be located suitably to ensure progress of the design to meet the requirements of the Programme.

Following the Validation Period, design responsibility for Works Packages will transfer to the Alliance Member.

Following the Validation Period, the implementation and output of the Supply Chain Requirements (FAC-1 Schedule 16) shall be delivered concurrently with Stage 1 and across the Alliance Package to allow maximum Improved Value to be achieved for each Works Package.

The Alliance Member shall collaborate with supply chain to focus on Core Packages and identify and agree workstreams that challenge -

- Pricing
- Programme and interface
- Terms and conditions
- Scope
- Social value, sustainability and governance
- Capacity and reliance.

The Alliance Member shall report on these workstreams in the monthly Stage 1 Report. The Improved Value and overall output of the works undertaken in each core package workstream shall be:



- Agreed with the Client
- Incorporated into the Designs and Works Packages.
- Tested across the common Supply Chain to confirm capacity and mapping and provide compliant component pricing for all Works Packages.

Capacity and mapping of supply chain shall run concurrently with the supply chain collaboration and be a key consideration and output of Improved Value. The mapping and capacity testing requirements are identified in the Supply Chain Requirements.

The Alliance member is expected to consider and manage the risk of potential market and supply chain changes and other external influences between assessment and appointment.

The Contractor is responsible for ensuring and demonstrating its design solution takes account of Title Matters outlined below:

- Site ownership;
- Site boundary (and any discrepancies);
- Rights of way;
- Easements;
- Covenants;
- Any 'Charges' on the land registry documentation;
- Adjacent property ownership;
- Other.

The *Alliance Member* is to inspect each *Works Package Site* and the locality and research the likelihood of impact on and interest by third parties generally. The *Alliance Member* is to assist the *Client* to establish a strategy for the management of these third-party issues and in initiating, managing and coordinating all liaison with all parties under any Third-Party Agreements in relation to the *Works Packages*.

The *Alliance Member* is to co-ordinate with statutory service providers and other third parties including electricity and gas suppliers, telecommunications suppliers, drainage and water suppliers.

The *Alliance Member* is to verify the location of all underground utilities adjacent to or crossing the site and negotiate as necessary with the utility companies to agree all necessary diversion, protection, and remedial works to these underground utilities' services. The *Alliance Member* shall advise on the timing of orders and works for utility diversions and upgrades in order to meet the dates specified in the *Timetable*, if applicable.

### 7.2.3 Approvals

- The Alliance Member is advised that Final Business Case (FBC) approval will commence from end of Stage 3 design with commercial aspects based upon the Stage 3 Works Cost Plan.
- It is a requirement that any changes to the Stage 3 Works Plan up until agreement of the Contract Sum at Stage 4C would have to be minimal **REDACTED** in order to maintain the integrity of the FBC as submitted at Stage 3.

### 7.2.4 Programme

The Alliance Member is required to plan, manage, deliver, construct and complete the Main Works Package in a safe and co-ordinated manner, to the agreed cost and schedule utilising the necessary resources, expertise and reasonable skill, care and diligence as may be expected of a main works contracting partner competent and experienced in carrying out services and works in connection with programmes and projects of a similar nature to this Programme. The services provided shall be as necessary to achieve this requirement.

The Alliance Member shall prepare a project schedule that shows how it will deliver the FAC-1 Brief in accordance with the Timetable. The schedule must be robust, credible and pragmatic, allowing the total integration of the data across all different reporting levels. Once this first project schedule has been agreed with the Alliance Manager it shall become the "Performance Measurement Baseline" (PMB). The Programme shall be actualized weekly and re-submitted at least monthly, for acceptance by the Alliance Manager.

The Alliance Member shall co-ordinate with other Contractors where present at the Works Packages sites. Details of known works taking place at each site will be provided at the beginning of the validation period.

The *Alliance Member* will develop a detailed and compliant programme for each *Works Package*. The requirement for a complaint programme applies to Category 1, 2 and 3 projects.

To mitigate project risk, the Alliance Member will also prepare material and component flows and identify those, which require advance ordering and processing including design, drawing approval and manufacturing periods in a form acceptable to *Client*, and monitor a programme for advance ordering and processing.

#### **Category 2 and 3 projects only:**

The *Alliance Member* is to identify opportunities to remove and mitigate programme risks and bring forward first prisoner dates where practical. The *Alliance Member* will:

- Prepare an Early Works and Early Orders Strategy document during RIBA 3 for submission to the *Client*. The strategy shall identify works and/or orders which could reasonably be progressed ahead of the main works for each *Works Package* to achieve an earlier finish date and/or remove project risks. The strategy should consider, as a minimum: utility diversions, ground clearance and decontamination, demolition, fencing alterations, early material orders for long lead items.
- Provide proposals for take-over of leases for site infrastructure (e.g. cabins, generators etc); and take-over of any available materials, plant and items purchased and manufactured by the previous contractor for incorporation into the Works Package.

#### **7.2.5 Stage 1 General Services**

The following activities are noted generally as being required:

- Attendance at meetings as required by the MoJ;
- Health & safety management and advice services;
- Technical design buildability review and advice including consideration of tolerances;
- Determine, prepare and manage the works package tendering strategy and procurement activities;
- Develop in conjunction with his design team a design release programme that coordinates with the package tendering strategy;
- In conjunction with the Cost Consultant collaborate in the development of a Works Cost

Plan upon which the works package commercial management will be based. The Alliance Member will be required to adopt this Works Cost Plan as his own view as to the likely outturn cost. This Works Cost Plan is to be prepared and issued within 30 days of being appointed;

- Mobilisation planning and arrangements;
- Availability of materials, labour etc;
- Government Soft Landings, commissioning, hand over and defects management;
- Stakeholder management support, communication and engagement;
- Provide recommendations for early works;
- Provide recommendations for early orders of materials etc.;
- Site wide construction/refurbishment logistics planning;
- Potential phasing reviews and optioneering;
- Advice on off-site fabrication;
- Advice on mock up's and requirements to testing;
- Sequencing and delivery strategy;
- Value engineering;
- Sustainability and environmental advice;
- Facilitate specialist sub-contractor involvement and commercial advice;
- Whole life appraisal input including advice on durability and maintenance;
- Temporary works design;
- Development of Works Package Stage 1 and Stage 2 programmes;
- Survey and investigation works (including the identification of abnormal features that might impact on cost) and enabling works;
- Sub-contractor procurement and management services;
- Sub-contractor appointments & contractual arrangements;
- Project controls including cost, schedule, change, risk and quality management services; and
- Co-ordinate with other Alliance Member(s) on their projects particularly in respect of sub-contractors and delivery programmes.

Other similar or related services/activities as may be reasonably required.

#### **7.2.6 N/A**

#### **7.2.7 Design Development, Buildability Advice and Deliverables**

The contractor shall:

- Assist the MoJ and the Project Team in assessing and selecting a preferred design options for the Works Package and contribute to the process of selection by providing advice in respect of issues of practicality, buildability, and efficiency of the diverse

options available to the MoJ.

- Review existing Works Package information and provide an audit report with detailed observations to demonstrate full understanding of the Project during Stage 1 and comment on issues of practicality, buildability, coordination and efficiency. The Alliance Member must take ownership of the design process and fully contribute to the planning, coordinating and integrating of all design development undertaken in accordance with the contract together with the timing, quality, production and reporting thereof. Attend all necessary meetings.
- Provide detailed design programmes and any necessary deliverable schedules and information required schedules, co-ordinating the activities of his design team and sub-contractors.
- Lead the process of the design, including advising on information release dates. Assist the MoJ in implementing a change management process. This is to ensure that the MoJ accepts any changes, omissions, or additions to the agreed Works Cost Plan before they are incorporated into the designs.
- Notify the MoJ of any failure by the design team, subcontractors or shared service provider to perform their services or to co-operate with the Alliance Member where such failure to co-operate affects the Alliance Member's ability to perform the services.
- Provide information and guidance on waste and recycling management procedures and techniques during the design process, such that on-site wastage is kept to an absolute minimum. Produce a Site Waste Management Plan and an Environmental Management Plan as required.
- Produce a Quality Management Plan, a sustainable procurement plan, an Environmental Management Plan, recruitment, education and training plan and a diversity & inclusion plan.
- Investigate and report on the availability and relative suitability of alternative materials and components and to provide a cost / benefit analysis of such allowances.
- Organise/procure samples of materials, prototype assemblies and arrange visits to works to confirm manufacturing procedures of elements of the proposed works.
- Agree with his design team the procedures and conventions for the production, review and finalisation of shop drawings, builders' work drawings, temporary works drawings, co-ordination drawings and installation drawings.
- Confirm procedures with his design team for the administration of the Works Package, including arrangements for change control, cost reporting and control, programme management, communications, the distribution of design information and data, the maintenance of drawings registers, quality control procedures, valuation procedures and similar matters.
- Generally, the Alliance Member is responsible for submitting all planning applications on behalf of the Client, and discharging any conditions. Where this is not the case it shall be set out in the Works Package information and Cushman & Wakefield will submit the application on behalf of the Client. The Alliance Member shall support the Client with those planning permission applications, including the providing the necessary information and meeting attendance.
- Satisfy and discharge the planning conditions, obtaining any further consents, approvals, licences, agreements, or other matters as are necessary to implement fully the planning permission and undertake the Works Package.

- Inspect the Site and the locality and research the likelihood of impact on and interest by third parties generally. Assist the MoJ to establish a strategy for the management of these third-party issues arising because of the Works Package.
- Schedule the condition of buildings, highways and the like that may be affected by the Works Package. Assess the effect the Works Package will have on adjacent premises including, but not limited to, monitoring highways, water, and other services / infrastructure.
- Satisfy statutory requirements excluding planning permissions including cost implications and where appropriate suggest alternative proposals.
- Verify on site the survey control and setting out information. Bring any discrepancies to the attention of the MoJ.
- Verify the scope of any site investigation and existing underground utility services information. Identify and recommend further survey works to be undertaken during Stage 1. Verify the location of all logged underground utilities adjacent to or crossing the site. Bring any discrepancies or clashes with the Works Package and/or temporary works to the attention of the MoJ. Undertake all necessary diversion, protection, and remedial works to these underground utility services. Negotiate as necessary with the utility companies in this regard.
- Agree appropriate construction tolerances across the Project with his design team and the MoJ.
- The Alliance Member shall provide his services and works in accordance with MoJ's Information Requirements and ISO19650 requirements.
- Appoint a BREEAM consultant to comply and achieve MoJ's required BREEAM rating.
- Develop a design responsibility matrix. The design responsibility matrix also to indicate design undertaken by the shared service provider and specialist sub-contractors.
- Attend project meetings as required with the MoJ as necessary to fulfil all obligations.
- Assist the MoJ in initiating, managing and co-ordinating all liaison with all parties under the third-party agreements in relation to the Works Package.
- Coordinate with statutory service providers and other third parties including electricity and gas suppliers, telecommunications suppliers, and Thames Water.
- Assist the MoJ in public consultation through meetings, exhibition, newsletters etc. through Stage 1 of the Works Package.
- Ensure that arrangements are implemented for the testing, certification and service of notices required under the Building Act 1984, the Building Regulations and Approved Documents required at Stage 1 and Stage 2.
- Provide hard copy and digitised:
  - Operation and Maintenance Manuals;
  - Commissioning records;
  - Test certificates;
  - Final issue approved plans, as-built drawings, services drawings and record drawings;
  - Schedules of spares and consumables;

- Lists of suppliers;
- Suppliers' guarantees;
- Statutory and regulatory consents;
- Other items as may reasonably be required.

#### **7.2.7.1 Surveys**

The Client has undertaken the surveys listed below:

Please see Schedule 6- FAC-1 Brief, Appendix 12 Site Information for a Survey report.

##### **Generally:**

- The *Alliance Member* shall verify any existing information provided is a sufficient basis for design and be responsible for any validation work which the *Alliance Member* considers necessary.
- The *Alliance Member* is to satisfy themselves of all areas and items, including the condition of buildings, highways and the like that may be affected by the Works Package. The *Alliance Member* shall assess the effect the *Works Packages* will have on adjacent premises (if applicable) including, but not limited to, monitoring highways, water, buildings, and other services / infrastructure.
- It is each *Alliance Member's* responsibility to advise on the requirement for, scope, procure and manage all additional surveys required to develop design and provide a complete fixed price for its Works Packages upon completion of Stage 1 and during any Works Package Procedure.
- The *Alliance Member* shall advise the Client on additional surveys required to manage risk and progress the design. Requests for additional surveys will be provided to the Client and *Alliance Manager* for approval. Requests should include an estimated cost, proposed timescales, escorting requirements, and anticipated benefits.
- The *Alliance Member* is to provide a written survey report on survey findings which may relate to the condition of the assets; the feasibility of alterations; recommendations for repair and their order of priority or other matters

##### **Survey requirements during the validation period:**

- The *Alliance Member* will be required within six weeks of appointment during the validation period provide a schedule of adopted surveys and additional surveys required to adopt and fully develop the design.
- By the end of the validation period, the Alliance Member will provide a costed schedule of additional surveys required to adopt and develop the design.
- The Alliance Member shall propose options for accelerating surveys and design during the validation period.

#### **7.2.7.2 Design Deliverables (RIBA Stages 5-7)**

The Alliance Member's Stage 2 Construction Phase Design (RIBA Stages 5-7) deliverables are outlined in the Appendix 1 (Design Brief) of this FAC-1 Brief. The Alliance Member will be required to perform, and discharge duties and obligations covered by RIBA Stage 5-7.

The Alliance Member shall comply with the Programme Consultants Reviewable Design Data Process during the construction phase.

The Design Brief outlines the design objectives, role of the Client Designer, a "Design Responsibilities Matrix" (DRM), including the surveys and design information that has been produced to date. The Design Brief set out at Appendix 10 (Design Brief) of this FAC-1 Brief shall be used to elaborate and affirm all design activity and responsibility within this FAC-1 Brief during all of the Stages.

### 7.2.7.3 Risk Management

Each *Alliance Member* is required to prepare and maintain a risk register for each Works Package they are responsible for. The risk register must be updated and reviewed with the Alliance Manager and the Authority monthly.

The essential fields to be included in the Alliance Member's risk register are listed below.

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

9	Probability	Likelihood risk will happen
10	Probability score	Based on % ranges / parameters
11	Minimum time impact	Days (based on 5 day working week)
12	Most likely time impact	Days
13	Maximum time impact	Days
14	Time score	Based on quantitative parameters or bandings set for time e.g. using banding levels 1 to 5 relating from 1 being very low, to 5 being very high. The score is typically based on the maximum days (item 12)
15	Minimum cost impact	£
16	Most likely cost impact	£
17	Maximum cost impact	£
18	Cost score	Based on quantitative parameters i.e. bandings levels of cost set for cost (e.g. 1 to 5 levels)
19	Quality/Performance impact score	Descriptive ranges for 1 to 5
20	Operational impact score	Descriptive ranges for 1 to 5
21	Reputation impact score	If required with descriptive ranges
22	Health and safety impact score	If required, with ranges. Used if there is a potential H&S impact in addition to other impacts for a specific risk. Note CDM  Regulations risks are held in a separate register.
23	Current risk score	Used to rank risks in order of importance; based on a combination of current probability and current impact levels. Is dependent on risk parameters for probability and impacts and a defined probability/Impact (matrix) scoring method



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

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

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

#### 7.2.7.4 Safety Health and Wellbeing

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

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

The Alliance Member will be responsible via its professional team appointments to fulfil the role of "principal designer" and all its requirements and obligations to fully satisfy the requirements of the CDM Regulations. The MoJ will confirm the requirements regarding the role of the BR Principal Designer (PD) and BR Principal Contractor (PC) on MoJ projects and provide a schedule of services as part of the requirements for each project. The Alliance Member will also be the "principal contractor" in connection with its Main Works Package. The Alliance Member is expected to use their industry experience to deliver projects that fully address the objectives mandated by the Client and ensure well-being and safety is incorporated in all facilities.

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

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

- The organisation and arrangements for the management of health, safety and wellbeing for the Main Works Package, incorporating the necessary approaches for a successful "Plan, Do, Check and Act" cycle in respect to health, safety and wellbeing. This will include details on organising for cooperation. This will include detail on how continuous improvement will be enacted.
- The risk management process and outcomes for all the relevant factors that affect the team directly and those that are brought to bear by their activity and interface on the Main Works Package, inclusive of the risk factors related to remote and home working. This will include details on communication and escalation of information relating to risks and their attendant controls.
- The structure and expectations for the management of occupational health and wellbeing in respect to those working on the Main Works Package.
- A clear understanding of the Client's health, safety and wellbeing expectations and how the Alliance Member is organised to deliver upon the associated contractual deliverables.
- A clear understanding of both the Alliance Member, the Alliance Manager and the Client aspirations in respect to health, safety and wellbeing and how the Alliance Member's project team for the Main Works Package intends to contribute to these goals.
- A set of agreed key performance indicators (as referred to in the Notice to Proceed to Stage 2 and developed during Stage 1 in accordance with this FAC-1 Brief) that are relevant and useful to the Main Works Package, the FAC-1 Programme and all

## Stakeholders.

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

The Alliance Member will be responsible for ensuring that all requirements in relation to Health, Safety and Welfare are satisfied during all Stage 1 on and offsite activities, including preconstruction services, surveys, early and enabling works.

The Alliance Member will be responsible for ensuring that all requirements in relation to Health, Safety and Welfare are satisfied during all Stage 2 off-site activities.

### 7.2.7.5 Project Governance and Organisation

The *Client* expects *Alliance Members* to submit regular reports. Reports should be issued for individual sites in unless stated otherwise or agreed with the *Authority* and *Alliance Manager*.

Type	Format	Frequency	Content
Board Information	MS PowerPoint slides (.ppx) or other format as requested by the <i>Client</i>	Monthly	The <i>Client</i> holds a monthly board meeting which falls generally at the start of the month. The <i>Contractor</i> should endeavour to supply the <i>Client</i> with any information that may be required to effectively report at Project boards.
Weekly Contractor Dashboard	PDF or MS office programme	Weekly	To include as a minimum: <ul style="list-style-type: none"><li>• Actions in the period</li><li>• Critical issues and decisions required</li><li>• Key milestone forecast and actualised progress to the date of the report</li></ul>
Monthly Contractor Report	PDF or MS office programme	Monthly	Health, safety and wellbeing; design update including drawing approvals, RFIs and derogations; procurement update; risks and issues; decisions required; change; programme/progress; TES and collateral warranty tracker, sustainability, planning, other content as may be requested by the <i>Client</i> or <i>Alliance Manager</i> .
Procurement report	PDF or MS office programme	Fortnightly	Tender event schedule indicating proposed sub-contractors for each package and progress with procurement activity.
Cost of Works Done and Financial Forecast reports	MS Excel	Monthly	Cost of Works Done must include details on spend, accruals, potential variations and impact of changes. This should be represented in cumulative spend as well as in-period movement aligned with reporting schedule. Financial Forecast represents projected outturn in intervals, reflective of reporting drum beat and programme, Anticipated Final Cost assessment.
BREEAM reporting	PDF or MS office programme	Monthly	BREEAM Pre-assessment tracker, updated to identify action owner and status
KPI Monthly	MS Excel	Monthly	As per KPI table, Appendix 4.

Report			Data used to produce the KPI report shall be made available to the <i>Programme Consultants</i> on request.
Programme Report	PDF or MS office programme	Monthly	Programme showing actualised dates, progress drop line and any proposed changes to sequencing. Accompanying narrative to explain changes or delays.

#### 7.2.7.6 Project Controls

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

- SharePoint
- Viewpoint
- Primavera P6
- Microsoft Project
- Acumen Fuse
- Risk Hive
- Oracle Primavera Risk Analysis
- Palisade@Risk
- Power BI
- Information Model Authorisation
- Information Model Verification
- CEMAR
- Jaggaer

The *Alliance Member* shall propose any additional software packages for the management of defects, quality assurance monitoring and any other systems that may be required to provide the services for approval by the Client within 4 weeks of appointment.

Such approval will be subject to the Contractor demonstrating the proposed software packages and data storage arrangements meet the security requirements, per the Client's Secure Data Impact Assessment process.

The Client will supply and manage the CEMAR environment and risk analysis tools. Access to the Clients Viewpoint, Jaggaer and CEMAR packages will be made available to the Contractor as required. Please request this per project from the client's project lead.

#### 7.2.7.7 Schedule Management and Deliverables

The Alliance Member shall prepare a project schedule that shall act as a contractual document to deliver the Main Works Package and assess changes. The schedule must be robust, credible and pragmatic, allowing the total integration of the data across all different reporting levels.

Once this first project schedule has been agreed with the Alliance Manager it shall become the "Performance Measurement Baseline" (PMB).

Key components of the PMB are to include:

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

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

#### **7.2.7.8 Procurement Management and Deliverables**

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

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

The *Alliance Member* will enter into a separate term (or equivalent agreement) with the *Client* (as a "**SC Agreement**") that is supplemental to this *FAC-1 Contract*.

The *Alliance Members* shall seek to establish and develop relationships with *Supply Chain* members that are complementary to the relationships under the *Contract Terms* and that assist in the achievement of the *Objectives* and shall use *Supply Chain Contracts* that are consistent with the *Main Works Terms*, which may involve (without limitation) the *Alliance Members* (either collectively or individually) entering into one (1) or more agreements with *Supply Chain* members for the benefit of the *FAC-1 Programme* and/or any *Works Package(s)* on terms to be agreed as between the *Client*, the relevant *Alliance Member(s)* and the relevant *Supply Chain* member(s).

If stated in the FAC-1 Agreement or the FAC-1 Brief or as otherwise agreed by the Client, the Alliance Manager and the Alliance Members, the Alliance Activities (and, as stated in an Order, any Pre-Construction Services) shall include Supply Chain Collaboration in order to achieve Improved Value consistent with the Objectives through more consistent, longer term, larger scale Supply Chain Contracts and through other improved Supply Chain commitments and working practices by means of:

- agreeing through the Core Group, if not already set out in the FAC-1 Brief, the basis for sharing information between the Client, the Alliance Manager and the Alliance Members and in relation to their current and proposed Supply Chain Contracts and, if not already set out in the Timetable, the timescales for each stage of Supply Chain Collaboration;
- reviewing and comparing the value offered by each Alliance Member's current and proposed Supply Chain;
- reviewing the potential for more consistent, longer term, larger scale Supply Chain Contracts and for other improved Supply Chain commitments and working practices;
- jointly re-negotiating Supply Chain Contracts or undertaking joint Supply Chain tender processes, in each case through procedures to be approved by the Core Group, to be led by one or more agreed Alliance Members and to be organised, monitored and supported by the Alliance Manager; and
- subject to approval by the Client of the Improved Value resulting from Supply Chain Collaboration, agreeing and entering into more consistent, longer term, larger scale Supply Chain Contracts and other improved Supply Chain commitments and working practices.
- The SC Agreement will be developed jointly by the *Alliance Member* and the *Client*.
- The *Alliance Member* will be required to, in accordance with the SC Agreement, directly engage one or more *Supply Chain* Member in connection with the SC Initiative under a pre- agreed form of *Supply Chain Contract* – see below.
- At the same time as entering into such *Supply Chain Contract*, the *Client* and the relevant *Alliance Member* will also enter into an *Order* for early works under the *FAC-1 Contract* (as the *Client* will not appoint any *Supply Chain* member directly) – see below.

Each SC Agreement should cover the following areas:

- The background to / context of the SC Initiative (and its objectives).
- How the *Alliance Member* will be required and instructed to engage the relevant *Supply Chain* member(s) under a *Supply Chain Contract*, which will either be jointly or separately (but on identical / similar terms) – see

paragraph [4.6] below.

- The appointment of *Supply Chain* Member in connection with the SC Initiative (joint approvals etc.).
- As applicable:
  - Who has title in any materials etc. procured under the SC Initiative once purchased from the *Supply Chain* member (i.e. the *Client*).
  - The delivery / collection of materials etc. (and, as needed, priority).
  - The storage of the materials etc. by procuring the *Alliance Member* (or its *Supply Chain* member).
  - Notification requirements regarding what happens if an *Alliance Member* identifies that the volume of materials may not be sufficient for its own *Works Package* (or other projects).
- Who will pursue claims against a *Supply Chain* member who has been engaged by a specific *Alliance Member* (noting the “third party rights” comments below).
- The SC Agreement will need to deal with the delivery or collection arrangements as between the *Alliance Member* and/or any *Supply Chain* member in relation to materials etc. and the potential impact on the *FAC-1 Programme* when not delivered etc. on time (and associated liabilities).
- An *Alliance Member* will remain liable to the *Client* in relation to any issues with the materials etc. under its corresponding *Order* (see below) in the usual way.
- A step-in mechanism will be included to facilitate the continuity of materials in the event of an AM going insolvent.

The *Alliance Member* will:

- Make regular applications for payment (as detailed in the *FAC-1* and *Main Works Terms*) in a format to be agreed with *the Cost Consultant*
- Establish a process for vesting off site materials
- Prepare and update a monthly commercial tracker of *Supply Chain* members, design responsibility, warranties, parent company guarantees etc.
- Update cashflow forecast monthly in a format agreed with the *Client*.
- Provide comprehensive summary on Anticipated Final Cost (AFC), accrual levels, sunk cost and any other details of commercial and finance nature relating the Project and the *Works Package* as required and in format agreed with the *Client*.
- All information should meet open book requirements as outlined in the tender process.

As part of any SC Initiative, each *Supply Chain* member will be appointed – jointly or separately – by the relevant *Alliance Member* under a standardised (and pre-agreed) form of *Supply Chain Contract*.

The form of *Supply Chain Contract* will be broadly consistent and developed between the *Alliance Member* and the *Client* as part of the wider development of the SC Initiative.

The following core principles should be covered by each *Supply Chain Contract*

unless otherwise agreed in writing by the *Client* during the development of the relevant SC Initiative:

- Each *Supply Chain Contract* should ideally be a term agreement, so that an initial (bulk) order can be placed that is intended to cover everything required but with flexibility to allow the *Alliance Member* to purchase more supplies / materials etc. on a call-off / ad hoc basis where the *Alliance Member* is instructed by the *Client* to do so.
- The “product / manufacturer warranty” period for any materials etc. should be a suitable period as agreed between the *Client* and the *Alliance Member* collectively, taking into account the equivalent period(s) that will apply to each *Works Package*.
- Step-in provisions should be included to cover insolvency at *Alliance Member* level to ensure continuity of service provision.
- Provisions should be included that address storage and delivery obligations (and liabilities).

For Category 2 projects, the Authority may at its sole discretion enter Early Works or Early Orders. There is no obligation for the Authority to enter any such Early Works or Orders prior to the Notice to Proceed to Stage 2. Early works and orders shall be instructed using the Early Works Terms included in the FAC-1.

- As mentioned above, where an *Alliance Member* enters into a *Supply Chain Contract* with a *Supply Chain member* as part of an SC Initiative, the *Client* will enter into a separate *Order* with that *Alliance Member* based upon the *Early Works Terms*, which will cover the scope of the instruction for the *Alliance Member* to procure the relevant materials etc. under a *Supply Chain Contract* (as a subcontract) as part of the SC Initiative.
- Each *Order* will be issued under the existing *FAC-1 Contract*.
- As required, the terms of any *Order* will be tailored and refined by the *Client* to accommodate the provision / procuring of materials etc.
- The issue of title over and the storage of any materials etc. will be clarified in the *Order*, along with any on-going delivery etc. obligations that will apply generally and that the
- *Alliance Member* will (if it will not itself be responsible for storing / maintaining the materials) need to step-down into its *Supply Chain Contract(s)*.
- A unified approach to defects liability periods in relation to the materials etc. being procured as part of any SC Initiative will be agreed by the *Alliance Member* (and be passed down into the *Supply Chain Contracts*).
- Design responsibility for the materials etc. that are the subject of an *Order* will remain with the *Alliance Member* in the usual way and the *Alliance Member* will be required to pass this down to the relevant *Supply Chain member(s)* in its corresponding *Supply Chain Contract(s)*.
- Each *Order* will need to deal with omissions and break costs / bulk discount rebates in certain circumstances (with the pass-through entitlement to any *Supply Chain member* being intentionally limited with no loss of profit being payable, for instance).
- Any “free issue” provisions in the *Order* will be updated to reflect the on-going checking / testing of the materials prior to their delivery / collection.



### 7.2.7.9 Commercial Management

Alliance Members will need to undertake the following:

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

The *Alliance Member* shall, in conjunction with the Cost Consultant, develop a Works Cost Plan. The Works Cost Plan is to be prepared and issued within 30 days of being appointed and to be updated monthly, or as agreed with the *Cost Consultant* and *Client*.

- Providing all elements of the Works Package costs identifying detailed quantities and rates, with the granularity of the cost plan to be agreed with the Cost Consultant;
- including with all rates, prices and allowances included within the works cost plan sub-contract tenders or detailed budgets (concentrated upon major elements or elements where significant variance can occur);
- tendering Work Packages should reference at least three suitable tenders, as described elsewhere. If budgets are being used, provide a detailed breakdown to ensure the accuracy of Work Cost Plan allowances, especially when there is limited market engagement or insufficient responses;
- providing fixed price preliminaries costs.
- providing a fixed Fee percentage.
- providing risk provisions, as agreed with the *Client*, *Alliance Member* and Cost Consultant.
- providing inflation provisions, as agreed with the *Client*, *Alliance Member* and Cost Consultant.
- providing a commentary on areas of uncertainty using a provided uncertainty determination tool.

The cost plan will be used by the Authority to inform its Full Business Case approval. It is a requirement that the works cost plan is accurate TO **REDACTED** This is necessary as the works cost plan will be utilised by the Client as part of the business case submission in advance of the contract price submission from the *Alliance Member*. Any increase in the Stage 3 cost submission will delay the Final Business Case (FBC) approval timescale and delay the project.

The requirements of this section apply to Category 2 and Category 3 Projects.

Category 2 projects shall follow these requirements upon completion of Stage 1 (up to completion of RIBA 4) as part of the Works Package Procedure.

Category 3 projects shall follow these requirements immediately following the validation period.

The *Alliance Member* will deliver to the Client a fixed price lump sum for each Works Package for the purposes of such Works Packages proceeding to Stage 2 and delivery programme.

Each priced Works Package should meet all conditions detailed below:

- meets the requirements of the Client
- is tendered to the appropriate level of detail, a tendered total of the Prices for the Works Packages required for each sub-contract that is consistent with the Works Cost Plan developed during Stage 1 (as has been updated during the development of design)
- is supported by programme and logistic requirements, constraints, statutory consents and all other detail as appropriate.

Procurement in relation to the Works Packages will be the *Alliance Member's* responsibility. The *Alliance Member* is required to procure the whole of the works for the *Works Packages* and will be required to determine, prepare, and manage the works package tendering strategy and procurement activities, including:

- Preparing suitable tender enquiries fully supported by quantities, tender enquiries to be agreed with the Cost Consultant.
- Compiling a list of sub-contract package bidders and agree with the Client and Cost Consultant.
- Breaking the Works Cost Plan down into package headings and agree with the Cost Consultant.
- Tendering all packages on an open book basis, share all tender return information with the Cost Consultant and progressively feed in tender prices into the Works Cost Plan and over the period convert the Works Cost Plan into a firm price.

All packages are to be competitively tendered using an open book procedure. Works Packages are to have been tendered to at least three suitable suppliers to give confidence that Cost Plan allowances are accurate. All tenders and budgets must be fully detailed for in-depth analysis to be possible. Evidence of appropriate market engagement must be provided. Where insufficient responses have been received then explanations direct from the market are to be given.

- establish FF&E stakeholders, co-ordinate FF&E schedules, the integration of activities into programme, identify responsibilities for handling, unloading, secure storage, installation, fixing, access requirements and positioning;
- agreeing principles for insurance responsibilities, protection once installed and recording condition; and
- providing other similar or related services/activities as may be reasonably required.
- Unless the *Client* agrees otherwise in advance and in writing, the *Alliance Member* shall calculate its proposed *Stage 2* prices for each *Works Package* site so that they include the following:
- amounts to become due to sub-contractors (other than any consultant who the *Client*

requires to be novated to the *Alliance Member*), using the prices in the successful tenders received following the open book procedure described within Schedule 4 *Works Package Procedure*

- amounts to become due to any consultant who the *Client* requires to be novated to the *Alliance Member*, using the fees and prices in the contract of appointment which is to be novated;
- amounts for preliminaries in accordance with the requested pricing submission of this Form of Offer as noted in Appendix D – Pricing Submission.
- amounts for the “Fee” in accordance with the requested pricing submission of this Form of Offer as noted in Appendix D – Pricing Submission.
- amounts for inflation where applicable; and
- amounts for risk where applicable.

**In addition:**

- if there are no sub-contractors' prices for any parts of the relevant Works Package, the Alliance Member shall price those parts of the Works Package on a fair and reasonable basis based on a reasonable estimate of the anticipated costs for the
- same; and
- if a sub-contract package has not been subject to competitive tendering as described within this FAC-1 Brief or is no longer available for acceptance by the Alliance Member, then unless the Client and the Alliance Member agree otherwise the sum to be included in the completed proposal in respect of the amount to become due to any Subcontractor appointed to that subcontract package shall be a provisional sum in an amount notified by the Alliance Manager to the Alliance Member.

The *Alliance Member* shall ensure a resilient and contingent supply chain for materials required to successfully deliver each *Works Packages*. The *Alliance Member* will:

- Work with, analyse and engage the market to mitigate over reliance on specific supply chain partners to reduce the risk of late delivery, poor quality, insufficient resources.
- Identify the materials required and how to procure, manage and quality check the material supplies to achieve successful completion with minimum disruption.
- Organise/procure samples of materials, prototype assemblies and arrange visits to works to confirm manufacturing procedures of elements of the proposed works.
- Indicate long lead elements and how to efficiently manage them ensuring safe and sustainable sourcing of materials.
- Investigate and report on the availability and relative suitability of alternative materials and components and to provide a cost / benefit analysis of such allowances.
- Facilitate the involvement of specialist *Subcontractors* for the provision of buildability, logistics, schedule input and assist in obtaining commercial advice from same.
- Take a proactive role in dealing with the subcontractor queries and review these promptly and regularly with the *Alliance Manager*, Client, and Cost Consultant.

The *Alliance Member* will, following consultation with the market, provide an updated strategy for Modern Methods of Construction (MMC) in line with the *Client's* policy guidance that demonstrates how opportunities for MMC will be maximised and the Pre-Manufactured Value

(PMV) target achieved.

The Contractor shall ensure that all materials procured for the FAC-1 Programme are compliant with Government Buying Standards.

The following materials shall be sourced from manufacturers operating certified responsible procurement standards as a minimum.

- All timber (permanent and temporarily used on site) shall be from legal and professionally managed sources compliant with the requirements of the UK Timber Regulation (UKTR). All timber procured and supplied for use on the project shall be certified by the Forest Stewardship Council (FSC) with a full chain of custody to site. Contractors shall provide documentation to prove compliance with the above, including fully completed delivery notes demonstrating full FSC chain of custody, supplier certificates and validations or signed affidavits for reused/reclaimed timbers whenever timber or products containing timber materials are brought to site.
- In-situ concrete, precast concrete, plasterboard, brick & block, and structural steel shall be certified to BES6001 Very Good.
- Steel reinforcement shall be from suppliers certified to BES6001 (Eco-reinforcement), CARES Sustainable Constructional Steel Scheme or equivalent.
- Mortar – BES 6001 Good
- For UK projects steel reinforcement shall be of UK origin, unless otherwise approved. All subcontractors shall provide documentation to prove compliance with the above and supplier certifications.
- Contractors shall endeavour to procure Aluminium from sources certified by the Aluminium Stewardship Initiative (ASI) and from suppliers that can provide ASI chain of custody to site. Trade Contractor to ensure that aluminium materials and products for permanent incorporation in the works, are provided by suppliers that hold valid ISO14001:2015 certification. (i.e. cladding production and production processes e.g. aluminium ingot production).
- Contractor to provide aluminium quantities in tonnes purchased by certification type to Mace Limited on a monthly basis including material purchased for use on the project.
- For all other materials such as glass and stone, evidence of responsible sourcing as a minimum of ISO14001 certification.
- Contractors shall provide evidence of responsible sourcing in line with any BREEAM or similar requirements specified for the specific Works Package.
- Contractors shall provide detailed information relating to the embodied carbon of key materials. Where available, Contractors will be required to provide Environmental Product Declarations (EPDs) for materials and propose low carbon material alternatives (e.g. with recycled content), local suppliers and more efficient construction methods.

The Contractor (and its supply chain) are required to demonstrate (with robust evidence) the procurement of products in line with BREEAM credit requirements, where appropriate, and keep all the relevant manufacturer's literature as well as purchase orders and/or delivery notes in a coordinated manner to confirm the specify product use in this development.

The *Alliance Member* will work collaboratively with the *Client* and the *Alliance Manager* to develop one or more initiatives at *Supply Chain* level (referred to in this section as an “**SC Initiative**”) for the benefit of each *Works Package* and the wider *FAC-1 Programme*.

Such SC Initiatives may include, but not limited to,

- bulk purchasing arrangements- Where an SC Initiative is developed and implemented, the *Client's* intention is that it will cover the entirety of the *FAC-1 Programme* in duration (including each *Works Package*).
- The *Client's* baseline requirements in relation to any such SC Initiative, changes to which the *Client* may agree on a case-by-case basis at its sole discretion.
- The *Alliance Member* will need to feed-into the specification etc. for each set of bulk materials etc. to be procured under each SC Initiative to ensure that they are compatible with the standardised approach to the construction works across the *FAC-1 Programme*.
- In the event that a *Works Package* does not commence or is terminated, the "termination at will" or "omissions" clause(s) in the *Order* would apply and the *Client* would pay for reasonable costs incurred to-date. As applicable, an *Order* will address to what extent an *Alliance Member* may be entitled to additional payment (to pass to its *Supply Chain* member) where, for instance, an omission results in the reduction of an overall bulk purchase discount for the relevant materials etc. and a discount rebate applies.

*Stage 1* seeks to engage the *Alliance* collaboratively, promoting joint processes and shared working practices which are intended to achieve improved efficiency, cost savings and other *Improved Value*. The *Alliance Member* is required to develop a procurement strategy for the whole of the works for its allocated *Works Packages* and will be required to:

- develop a design release programme;
- develop a tendering strategy;
- support in the development of the main contract option/options strategy;
- prepare suitable tender enquiries fully supported by quantities, tender enquiries to be agreed with the Cost Consultant;
- compile a list of sub-contract package bidders and agree with the *Client* and Cost Consultant;
- break the Works Cost Plan down into package headings and agree with the Cost Consultant;
- tender all packages on an open book basis, share all tender return information with the Cost Consultant and *Alliance member* and progressively feed in tender prices into the Works Cost Plan and over the period convert the Works Cost Plan into a firm price;
- finalise the programme;
- finalise the logistic proposals;
- comply with and complete all necessary activities under the *CDM Regulations* current at the time; and
- provide other similar or related services/activities as may be reasonably required.

The *Alliance Member* is required, following the issue of a Notice to Proceed to Stage 2 in connection with a *Works Package*, to plan, manage, deliver, construct, and complete the *Works Package* in a safe and co-ordinated manner, to the agreed cost and schedule utilising the necessary resources, expertise and in accordance with the Notice to Proceed to Stage 2. The services provided shall be as necessary to achieve this requirement.

During Stage 2 *Alliance Member* will need to undertake the following:

- apply for payment (as detailed in the *Main Works Terms*) in a format to align with the project bank account;
- establish a process for vesting off site materials;
- implement the *Client's* change management procedure using CEMAR or Viewpoint as set out in the Works Package information.
- raise early warning notices, general communications etc. using CEMAR or Viewpoint as set out in the Works Package information.
- prepare and update a monthly commercial tracker of *Supply Chain Member*, design responsibility, warranties, parent company guarantees etc.;
- prepare a tracker for the project bank account and provide backup information as required by *Client*;
- attend fortnightly commercial meetings; and
- update cashflow on a monthly basis in a format agreed with the *Client*.

#### **7.2.7.10 Contract Administration**

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

Stage 1 and Stage 2 early warnings / compensation events will be managed solely in accordance with the Main Works Terms.

#### **7.2.7.11 Contract Risk**

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

#### **7.2.7.12 Change Management**

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

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

The Client (via the Alliance Manager) and any Alliance Member shall give Early Warning as soon as it becomes aware of any error, ambiguity, inconsistency, omission, discrepancy and/or conflict in or between the FAC-1 Documents;

### 7.2.7.13 Quality Management

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

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

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

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

### 7.2.7.14 Sustainability Objectives and Social Value

The Client has captured the delivery plan for its sustainability objectives in document **REDACTED**. These objectives are to align, develop and confirmed in Stage 1

Each Alliance Member will ensure the Objectives captured in the agreed sustainability delivery plan are achieved where applicable during Stage 2 for its allocation Main Works Package. The design requirements are set out in the Design Brief as detailed in Appendix 10 (Design Brief) of this FAC-1 Brief.

The Client is committed to ensuring that all work procured delivers social benefit through its design, delivery, and operation. The Contractor shall support the Client with this commitment through its own activities and the design of the buildings themselves.

Individual social value plans and commitments for each Works Package shall be prepared during the validation phase, submitted at the end of Stage 1 and agreed with MoJ prior to commencing work. MoJ prioritises prison leaver employment and release on temporary license (ROTL) and contractors will be expected to provide commitments on how many opportunities they will provide and how they will maximise opportunities across their Works Package, giving details in their social value / employment and skills plan. Details can be found in Appendix 6 ROTL and Appendix 7 Prison Leaver Employment. Additional information on maximising opportunities for SME organisations and diversifying the supply chain should also be included.

The Contractor shall operate an Environmental Management System certified to ISO 14001:2015 for the duration of the FAC-1 programme.

The Contractor shall appoint an environmental manager, who in conjunction with the contractor project and construction team, will develop and operate a project specific Environmental Management Plan (EMP) for each Works Package to manage the environmental aspects and impacts of the development. An Environmental Aspects and Impacts Register shall be maintained where appropriate.

The EMP shall be submitted in draft at the end of Stage 1 for Category 1 and Category 2 Projects and at the end of the validation period for Category 3 projects.

From RIBA 5 onwards, the EMP shall be reviewed regularly to ensure it is appropriate to the stage of development and updated and implemented accordingly. The contractor and any subcontractors shall manage environmental risks identified in the register and make reference to appropriate control measures in their method statements and project plans. The register will be regularly reviewed and reissued as the project progresses.

For any relevant Works Packages, the Client is committed to increasing climate resilience and improve environmental quality with an aim to achieve at least 10% more biodiversity units after construction than prior to commencement with long- term habitat management incorporated in the Operator contracts.

Specific Works Package requirements are detailed in Appendix 10 (Design Brief) of this FAC-1 Brief.

#### **7.2.7.15 BREEAM**

The Client requires that each Works Package delivers the stated BREEAM as detailed in Appendix 10 (Design Brief) of this FAC-1 Brief.

#### **7.2.7.16 Net Zero Carbon (NZC)**

In line with mandate issued by the Client as part of its 'Estates Directorate – Carbon and Energy Reduction Strategy 2018', the Alliance Member is tasked with and providing cost-effective solutions to support the MoJ's Net Zero Carbon ambitions.

The Client requires that all new buildings must achieve compliance with Building Regulations Part L2 (2021) as a minimum and provide a cost-effective solution to supporting the MoJ's Net Zero Carbon ambitions. The approach to this should prioritise a fabric-first, passive design to reduce energy use intensity (EUI) kWh/m2 as far as reasonably practical and viable.

Reducing energy demand and choosing low carbon solutions is a key priority for the Client across its custodial and estate and the FAC-1 Programme forms part of its long-term strategy to drive down carbon emissions. As part of the FAC-1 Programme, proposals to support the client's net zero carbon targets must be incorporated within the Stage 1 submission for all Works Packages, building on the details provided in Schedule 6 Appendix 10 (Design Brief) of this FAC-1 Brief.

#### **7.2.7.17 Government Soft Landings**

The Alliance Member is responsible for meeting the philosophies and principles of the Government's Soft Landings (GSL) framework where applicable. The Client Designer's deliverables are detailed in the Design Brief as detailed in Appendix 10 (Design Brief) of this FAC-1 Brief.

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

Government Soft Landings is applicable to Category 1, 2 and 3 projects covered within this FAC-1 Brief. There is no requirement to retrospectively fulfil the GSL requirements for project stages that have been completed prior to the Alliance Member's appointment. For example, an Alliance Member managing a project in Category 2 is accountable for completion of GSL tasks from RIBA 3 onwards and an Alliance Member delivering a project from RIBA 5 onwards (Category 3) is accountable for the completion of GSL tasks from RIBA 5 onwards.

Each Alliance Member shall appoint a GSL champion. The GSL champion is accountable for ensuring delivery of the Contractor deliverables per the "MoJ's Property Directorate GSL Framework" and "Guide and Project workbook to support GSL Standard", see **REDACTED** and **REDACTED** in the MoJ's Viewpoint Property Directorate Core accordingly.

#### **7.2.7.18 Assurance and Audit**

The assurance and audit standards that will apply to FAC-1 and Works Package during Stage



1 and Stage 2 will be included in the Form of Offer for each Works Package.

#### **7.2.7.19 Security Standards**

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

Works Package specific security requirements will be contained in the 4:20 Security Meeting Minutes.

### **7.3 Design Brief**

The Design Brief set out at Appendix 10 (Design Brief) of this FAC-1 Brief shall be used to elaborate and affirm all design activity and responsibility within this FAC-1 Brief during all of the Phases.

### **7.4 PEP**

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

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

The Alliance members shall:

Prepare material and component flows and identify those, which require advance ordering and processing including design, drawing approval and manufacturing periods in a form acceptable to Client, and monitor a programme for advance ordering and processing.

Formulate and agree construction methods with the Client and advise on time and cost implications of alternative solutions; make available personnel with specialist expertise to assist in providing such advice; initiate the requirements for temporary works and the Programme for execution of them.

Prepare a detailed methodology of the works, especially regarding sequencing, temporary support, existing means of escape, protection support, maintaining structural integrity of the existing and adjacent structures and safety of the surrounding occupants and public.

Develop and finalise Works Package logistics proposals to carry out the works, including details of all access, security and welfare arrangements and interfaces with neighbours. This should also include a logistic statement and method statement for the execution of the investigations and temporary and permanent works that addresses specific details relating to the site and provision of the site establishment. Evaluate the requirement for an offsite logistics facility.

Finalise the layout and phasing of site facilities and services to be provided or secured by the Alliance Member in relation to the works.

Establish liaison with the Local Authority, adjacent property owners (including the residents) and police regarding security, access, working hours and other factors relevant to the execution

of the works etc.

Establish for agreement with the Client a good neighbour policy and communications plan.

Advise on the need for third party agreements i.e. crane over sailing licences.

Assist in drawing up and in managing any decant programme required for the purposes of the Works Package.

In conjunction with the Client and Project Manager, agree a Stage 1 services project execution plan.

## **7.5 Key Performance Indicators**

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

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

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

## **7.6 SAL and Security Standards**

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

Overall security requirements for the FAC-1 period are as detailed in the relevant framework agreement through which the Alliance is being procured.

The Works Packages which form part of this FAC-1 process will require construction in live, operational environments, including prisons, courts, probation and approved premises. In preparing their fixed price proposals in relation to a Works Package, including arrangements for logistics and phasing, the Alliance Member shall prioritise the safety and security of those within and around the relevant working area. They shall also consider the requirements for maintaining information / data and physical security, including, but not limited to, security clearances and escorts.

The ability of the establishments to provide sufficient numbers of escorts is considered a key risk by the Client.

To assist with mitigation of this risk, the *Alliance Member* is to:

- prepare and submit to the *Client* for consideration within 4 weeks of appointment a detailed escort requirements plan for *Stage 1* and *Stage 2*.
- This should correspond to the Category their Works Package falls within, ensuring that the plan is updated as required to ensure alignment with the *Works Package* design and accepted programme, e.g.
  - Category 1 projects - proposals can be provided at the end of validation
  - Category 2 projects - produce an escort requirements plan for Stage 1 within 4 weeks of appointment

- Category 3 projects - require an escort plan for Stage 2 until Completion within 4 weeks of appointment
- provide a minimum of 4 weeks' notice of any requirement for changes to escort requirements; and
- hold a 4.20 meeting with each Establishment during the validation period. Any constraints imposed during the 4.20 meeting should be reflected in the fixed price lump sum offer to be submitted in connection with any Stage 2 works.

## **7.7 ESP, Prisons Leavers and ROTL**

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

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

## **7.8 Compliant Invoice**

Alliance Members are to raise invoices in accordance with the template set out in Appendix 8 of FAC-1 Schedule 6.

### **APPENDICES TO SCHEDULE 6:**

- Appendix 1: FAC-1 Brief
- Appendix 2: Risk Report
- Appendix 3: PEP
- Appendix 4: Key Performance Indicators
- Appendix 5: SAL (including related appendices)
- Appendix 6: ROTL
- Appendix 7: Prisons Leaver Employment Initiative
- Appendix 8: Compliant Invoice Template
- Appendix 9: Handover Requirements
- Appendix 10: Design Brief
- Appendix 11: MoJ Policies
- Appendix 12: Site Information
- Appendix 13: Lessons Learnt
- Appendix 14: Sustainable Procurement
- Plan Appendix 15 – Group 1 FF&E