



Ministry
of Justice

Contingency Response Programme- Package 4

FAC-1 Supporting Documentation

Schedule 6 – FAC-1 Brief – Appendix 10 - Design Brief

Construction Works and Associated Services RM6267 Framework

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Foreword

The RIBA 2020 Plan of Work organises the process of briefing, designing, constructing, and operating projects into eight stages (Stage 0 – Stage 7) and explains the stage outcomes, core tasks and information exchanges required at each stage.

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: feasible-generic design, coordinated-generic design and coordinated-specific design.

The package is being delivered using the combined framework of RIBA 2020 and BSRIA Design Framework BG6/2018 (5th edition) and is referenced within this FAC-1 Design Brief.

1 Definitions and Interpretations

1.1 Definitions

Unless the context otherwise requires, the following words and phrases, where they appear in capitalised form in the FAC-1 Design Brief only, shall have the meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
Early Works	All additional works identified as Enabling / Advanced Works & Early Procurement Activities or as subsequently identified during the Pre-Construction period, as requiring instruction through the appropriate advanced works contracts to maintain the logic of the Master Deliver Programme or benefit the Project. These works are to be completed by the Main Contractor(s) (not an Enabling Works Contractor).
BSRIA Design Framework BG6/2018	The Building Services Research and Information Association (BSRIA) Design Framework BG6/2018 (5th edition), has further refined the RIBA Stages for Building Services / MEP by splitting Stage 4 into three stages: feasible-generic design, coordinated generic design and coordinated-specific design.
Client	The Client is the Ministry of Justice or Employer where referenced for the purposes of this FAC-1 Design Brief.
Client Designer	The Client Designer where referenced for the purposes of this FAC-1 Design Brief appointed to deliver RIBA Stage 2 design.
Communication Plan	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.
Contractor	The document defining the processes and protocols for communications and notifications between parties. To be established and defined within the FAC-1 Brief Appendix 3 Project Execution Plan (PEP) within the timescales for agreement. The Contractor will be appointed as the CDM Principal Contractor and where applicable to the Building Regulations Contractor.
Contractor's Design Team	The document defining the processes and protocols for communications and notifications between parties. To be established and defined within the FAC-1 Brief Appendix 3 Project Execution Plan (PEP) within the timescales for agreement.
Derogations	Derogations from the Employer's technical standards guidance, standards, and specifications. 'Accepted' derogations are those relating to the Project, produced by others, all as identified in their entirety in Appendix.
Derogations Schedule	The schedule of proposed Derogations relating specifically to the Design Brief prepared by the Client and/or Client Designer will transfer to the

ownership of the Contractor and/or the Contractor's Design Team at the transition point of the work packages.

Design for Manufacture
and Assembly (DfMA)

A design approach that the Client is looking to revolutionise in the construction of the Works Packages by focusing on the ease of manufacturing and efficiency of assembly.

Delivery
Programme

The Contractor's programme scheduling the FAC-1 Design Brief only, Employer review and decision date milestones and referenced to the Activity Schedule or Project Timetable, where appropriate. The overall programme identifying all relevant milestone dates and agreed control points, taking in to account all design and construction delivery works, including those works planned to be provided through the Baseline Programme period, subject to instruction by the Employer.

Employer

The person identified as the Employer in the Form of Agreement.

Government Soft
Landings (GSL)

The Contractor is responsible for delivering the Works and/or Services to meet the values 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 MoJ Technical Standard STD/BIM/P07 – Guide to Government Soft Landings Version 5.2.

Where applicable, the Contractor is responsible for Information Management using Building Information Modelling (BIM) in accordance with ISO 19650 and the UK BIM Framework.

MOJ ISO 19650 standards now apply to all MOJ projects. ISO 19650 forms part of the UK BIM Framework, the overarching approach to implementing BIM in the UK. Conforming to ISO 19650 ensures alignment to the UK information management mandate which is a requirement for all parties working on MOJ projects.

Lessons Learnt

The lessons learnt relating to previous MoJ Prison Programmes, all as identified in their entirety within Appendix 13: 'Lessons Learnt' Schedule to the FAC-1 Brief.

Permitted Development
Rights

Relevant permitted development rights are contained in The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) ('the GPDO'). Part 7 Class M of the GPDO was updated in April 2021 to include prisons (alongside education providers and hospitals) and increase the amount of new floorspace permitted. In the case of prison buildings, Part M applies to buildings where the predominant use of the existing buildings on the premises is for the confinement of prisoners in closed conditions and where buildings are located on a site with a closed perimeter only, and therefore not the Open prison estate. Permitted Development under Part 7 Class M is subject to conditions and limitations including building height/dimensions, with some restrictions relative to the location of the prison boundary. Rights do not apply if the development would result in the loss of playing fields or if it is within the curtilage of a listed building or on other designated land.

Project Execution Plan	The document defining the processes and protocols to be used to execute the FAC-1 Design Brief activities and deliverables. The Project Execution Plan (PEP) within Appendix 3 of the FAC-1 Brief, including Key Performance Indicators (KPIs) within Appendix 4 of the FAC-1 Brief, is indicative and to be evolved and agreed between the Client and the Contractor within the timescales for agreement.
Project Stakeholders	Those individuals or organisations, as identified in the Stakeholder Management Plan and Tracker within Appendix 2: Supporting Design Information, Derogations to the Technical Standards to the FAC-1 Design Brief, that have an interest and ability to influence the programme's success.
RIBA Stage 1	All tasks as generally described within the task bars defined within Stage 1 Preparation and Brief of the RIBA Plan of Work 2020.
RIBA Stage 2	All tasks as generally described within the task bars defined within Stage 2 Concept Design of the RIBA Plan of Work 2020.
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 4 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: feasible-generic design, coordinated generic design and coordinated-specific design.
BSRIA Stage 4 feasible generic design	All Building Services / MEP tasks as generally described within the task bars defined within Stage 4 'feasible-generic design' of the BSRIA Design Framework BG6/2018 (5 th edition), with the input of specialist subcontractors appointed by the Contractor. The Contractor's Lead Design role for MEP is completed up to BSRIA Stage 4 incorporating input from the Main Contractors Supply Chain. The Contractor's Design Team role for Architecture and Structural design will continue to RIBA Stage 4 (i.e., a complete RIBA Stage 4 design).
BSRIA Stage 4 Coordinated generic design	All Building Services / MEP tasks as generally required to complete the Stage 4 'coordinated-generic design' of the BSRIA Design Framework BG6/2018 (5 th edition), with all specialist input as required.
BSRIA Stage 4 Coordinated specific design	All Building Services / MEP tasks as generally required to complete the Stage 4 'coordinated-specific design' of the BSRIA Design Framework BG6/2018 (5 th edition), with all specialist input as required. The Contractor's specialist MEP subcontractor is completed up to end of BSRIA Stage 4. The Contractor's Design Team role for Architecture and Structural design will continue to RIBA Stage 5 (i.e., a complete RIBA

Stage 5 design).

RIBA Stage 5	All tasks as generally described within the task bars defined within Stage 5 Manufacturing and Construction of the RIBA Plan of Work 2020.
RIBA Stage 6	All tasks as generally described within the task bars defined within Stage 6 Handover of the RIBA Plan of Work 2020.
RIBA Stage 7	All tasks as generally described within the task bars defined within Stage 7 Use of the RIBA Plan of Work 2020.
Security Protocol	All documents either identified or referenced within Appendix 5: Security Protocol or Security Aspect Letter to the FAC-1 Brief.
Site Information	The existing site information relating to the proposed site, all as identified and defined in its entirety within the Appendix 12: Site Information to the FAC-1 Brief.
Stakeholder Management Strategy	The stakeholder management strategy relating to the project, all as identified in its entirety within the PEP in Appendix 3 to the FAC-1 Brief.
Target Milestone Dates	A target date for achieving a specific activity identified as being meaningful to meeting the overall requirements of the FAC-1 Design Brief.
Project Team	The Employers appointed professional team comprising the following disciplines (and Consultants): REDACTED REDACTED REDACTED REDACTED

1.2 Interpretations

This FAC-1 Design Brief and the conditions of contract are to be read as a whole, but nothing contained in this FAC-1 Design Brief, the PSC Delivery Programme or the Activity Schedule or the Project Timetable, nor anything in ACA Framework Alliance Contract (FAC-1) agreement, shall override or modify the conditions of contract.

2 Purpose of the Design Brief

2.1 Background

The Ministry of Justice has several significant construction and infrastructure projects as part of

the Additional 20,000 Prison Places Delivery Programme and the Capital Maintenance and Minor Works Programme, and all of the affected sites are time critical and critical construction projects involving prison and court capacity.

All companies that were part of previous contractor group entered administration. The supplier was a key construction supplier to the Ministry of Justice, supporting both His Majesty's Prison and Probation Service (HMPPS) and His Majesty's Courts and Tribunals Service (HMCTS) in delivering some of the expansion and maintenance projects. Their corresponding administration comes at a time when prison and court capacity, including protection of existing capacity and creation of new capacity, remains critical.

When the previous contractors entered into administration, the Ministry of Justice actioned its contingency response to start the process of establishing the state of construction works on projects covered by the programmes and ensure that projects under both programmes restart as soon as possible. The department has been working closely at affected sites to ensure that any works areas have been made safe and secure. Where necessary, ongoing site safety works will continue to address issues that have arisen from stopping construction mid-build.

The administration has had an impact on the construction supply chain and there is a combination of existing projects currently paused that were in design and construction and projects that were due to commence. The next stage of the response plan is enacting the strategy to bring alternative suppliers on board to recommence projects as soon as possible.

2.2 Project Description and Objectives

Refer to high level project summary in Appendix 12- Site Information.

2.3 Scope of works

- Refer to Volume 3 on Viewpoint for Original Brief /ERs /Scope information. Volume 3 information has been shared on the Client's Viewpoint. Please see Appendix 10 'Contingency Response Programme Volume 3 Tracker'.
- Refer to Addendum to Volume 3 on Viewpoint for any agreed Value Engineering list and Compensation Events / Project Change Proposals.

2.4 Statement of Requirement from Contractor(s)

The Client requires the following Services to be undertaken by the Contractor(s) for each Establishment:

- 1) The Contractor is responsible for providing assurance and validation of the information provided within this tender and provide a technical assurance report based on the template in Appendix 10.

Refer to Validation strategy in par 2.4.1

- 2) 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 Pre-construction or Construction stage as applicable, in accordance with the requirements set out below.

2.4.1 Validation Strategy

Package and project description

There are 3 categories of projects:

1. **Category 1 Projects at RIBA 2.** Projects that were pre-contract award.
2. **Category 2 Projects at RIBA 3-4.** Projects where contracts had been awarded to ISG, 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.
3. **Category 3 Projects at RIBA 5.** Projects where contracts had been awarded to ISG, the design work was completed to RIBA Stage 4, mobilisation to site had occurred and construction had commenced. Construction activities completed depended on the progression of each project.

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.

Defects

For projects that were previously in construction, the Client will have a conversation with the Supplier Alliance Member regarding defects, liability and risk. A defects register for each project is requested as an initial output from the Supplier Alliance Member. Wherever possible, the Supplier Alliance Member should remedy initially identified defects and snagging as part of their works. However, the Client recognises that there are circumstances where it may be required to assume responsibility for the defects and remedial works.

Rules of Engagement

- Submit a weekly progress report on outputs completion using the below templates provided in Appendix 10:
 - 'Contingency Response Weekly Progress Report Cat 2'
 - 'Contingency Response Weekly Progress Report Cat 3 P1'
- 'Contingency Response Weekly Progress Report Cat 3 P2' Use a clarifications log to raise questions and a formal response will be provided

Culture and Behaviours

- Put health and safety at the forefront of all we do
- Create a positive health, safety and wellbeing zero harm culture
- Behave as one integrated team
- Put what is best for the project at the heart of all our Alliance decisions
- Make Alliance decisions based on evidence and data
- Ensure that everyone wins, and we compromise where appropriate and ensure that no-one loses
- Provide professional and constructive leadership and challenge
- Take ownership; if it needs doing, just do it, and get it right first time
- Be mutually supportive, invest time and effort supporting Alliance team members to deliver actions to ensure we all succeed together
- Share lessons learnt and best practices to de-risk and enhance projects
- Ensure that workload is balanced fairly, each doing our part, and all going the extra mile for each other
- Start with trust in each other and build on this
- Behave with integrity in everything that we do
- Provide forthright, honest and constructive feedback

2.4.2 Pre-Construction phase

The Client will require the Contractor during the Pre-Construction phase to undertake design development up to and including RIBA 4 / BSRIA 4. The scope of works during Pre-Construction also includes surveys, pricing, supply chain development and potential early works. The submissions shall facilitate and shall include, but not necessarily be limited to:

- The Contractor will produce the full RIBA Stage 3 & 4 / BSRIA 4 Site-Specific Building Design and Stage 3 & 4 / BSRIA 4 Site-Specific Site Design during the Pre-Construction phase. Refer to **section 6** of this document - Design Development - for project specific requirements.
- Provide detailed Delivery Programme for Client acceptance.
- Provide detailed cost information and agree AMP (Agreed Maximum Price) with Client.

Additional requirements:

- Provide staff breakdown including organograms and CVs for both pre-construction and construction phase.
- Input and learning from the Contractor to be incorporated into the Site-Specific Design at all RIBA Stages.
- The design intent to be well understood and accepted by the Contractor.
- Attend and lead meetings and workshops as required including design quality, stakeholder, and control point review process with the Client and the Project Team.
- Develop collaborative working relationship across Project Management / Technical Assurance / Client and Contractor Teams.
- Use Viewpoint for document control on all project documents and the Client's preferred contract administration procedure for administration of the FAC-1 / NEC and PPC contract.
- The Contractor will be either directly responsible for the planning application or assist the Client's planning consultant, where one is appointed, as required.
- The Contractor is responsible for the provision of information to discharging both the pre-commencement and onsite planning conditions in a timely fashion for review/approval as required in a timely fashion aligned with the program.
- Advise the Client, scope and manage all site survey requirements to inform the Contractors pricing and design development.
- Early engagement of Contractor's design management during RIBA Stages 3 through to RIBA Stage 4 / BSRIA 4 to support and advise the Contractor's Design Team and Technical Assurance Teams on buildability, supply chain, critical material, plant, and equipment orders.
- Provide input and advise on proposals for all Architectural, Structural and Building Services design in accordance with the Design developed by the Contractors Design Team for each prison site.
- Provide reports from each design discipline showing design management plan for design completion.
- Produce a BIM execution plan detailing the information delivery strategy as well as the methods and the procedures to comply with the client's exchange information requirements.
- Review, check, comment and report on design development, health and safety performance, and project progress and provide updates and recommendations for each prison site to the Project Team.
- Provide package breakdown including a core package common Supply Chain reflective of the Objectives and Improved Value, if applicable.
- Provide input and develop a strategy for the FF&E to be defined and approved by the Client during the Pre-Construction phase.
- Participate in value management process and provide detailed cost estimates, including documentation, drawings and specifications as required to the Cost Consultant team at each RIBA stage / Project Control Point.
- Provide information for preparation of Cost Information and Project Strategies.
- Health and Safety methodology reflective of the Client's requirements to comply with and complete all necessary activities under the current CDM Regulations including the preparation of the Pre-construction Information (PCI).
- The Principal Contractor(s) will be responsible for the management and updating the F10 and Construction Phase Plan (CPP) from RIBA Stage 3 SSD onwards for each prison site.
- Liaise with the Project Team on key risks as identified and contribute to the reduction or elimination of such with mitigation solution proposals.
- Participate in risk management process and prepare Designer Risk Registers.
- Development and preparation of Government Soft Landing Strategies in line with the Clients Policies.
- Obtain any environmental permits, licences and consents required for undertaking the works.

- Development & Preparation of strategies for Sustainability, BREEAM and Social Value, commensurate with the Clients policies, as applicable (refer to Employer's Requirements).
- Development and preparation of Modern Methods of Construction Strategies in accordance with the Clients MMC Strategy and Policies, as applicable (refer to Employer's Requirements).
- The Contractor is required to adhere to the requirements of the Sustainable Procurement Plan, if applicable.
- Provide input and prepare logistics plans, phasing requirements, PEP, offsite manufacturing production plans and construction methodology as required.
- Provide procurement strategy for Subcontractors/Suppliers, notify of early procurement and manufacturing slot booking requirements.
- Develop a common Supply Chain and test / map supply chain capacity, obtaining key component pricing for the entire Programme, if applicable.
- Review, check, comment, and report on proposals for the selection of specialists, to provide input into the Design during Construction in consultation with the Project Team for each prison site.
- Advise the Client and Project Team, scope and prepare all site Early Works (as required for each site) requirements to inform the pricing and design development.
- The Client is to provide the Project Team with a schedule of samples of materials to be submitted for acceptance during Construction stage. This is reflected within the Reviewable Design Data i.e. "Technical Submittals") schedule in Appendix.

Through such engagement the objective is to gain pricing, programme, design quality, Technical and Social value benefits from the direct output of the Pre-Construction phase.

2.4.3 Construction phase

The Client will require the Contractor during construction phase to progress the design development from RIBA 4 / BSRIA 4 on to Construction; to carry forward the Improved Value achieved in Pre-Construction stage and implement and deliver the Works on site.

The submissions shall facilitate and shall include, but not necessarily be limited to:

- **The Contractor will produce the Construction Phase Design RIBA Stage 5 to 7 / BSRIA 4c during construction stage as required and in line with the agreed fixed price.**
- Health and Safety methodology reflective of the Client's requirements to comply with and complete all necessary activities under the current CDM Regulations and The Health & Safety at Work Act.
- Logistics plans, offsite manufacturing production plans and construction methodology as required.
- Staff breakdown including organograms and CVs.
- Package breakdown including a core package common Supply Chain reflective of the Objectives and Improved Value achieved in the Pre-Construction phase, if applicable.
- Participate in risk management process and prepare Risk Register. The current risk registers will be shared at the beginning of the validation period.

The Contractor will be responsible for identifying who will be creating, providing, and uploading (projects) relevant Handover documents in line with the MoJ handover requirements available on **REDACTED**. They can subcontract this out, however they remain responsible for ensuring that all information is compliant and provided in a timely manner. The Contractor is responsible for uploading the necessary information to the Client's data management systems (i.e., Viewpoint, 4Projects, Planet FM, CAIP, etc).

- In assessing any remaining Technical Submittals (**ref also section 2.4.2.1**), decisions will require feedback and input from all Stakeholders. Critical areas to be covered, if applicable:

- It is the responsibility of the Contractor to co-ordinate the submission and review of the relevant samples by each establishment for acceptance in conjunction with assistance from the Project Team.
- Samples for each establishment can be presented at Site for acceptance and should be submitted in a timely manner for comment and review in accordance with the Contractor's programme.

2.4.3.1 Design Submission Procedures – Reviewable Design Data (RDD/Technical Submittals)

The Contractor's quality management system during construction stage includes the following:

- Details of the lead designer.
- The number of design packages and their names to be submitted to the Project Manager for acceptance.
- The supply chain members responsible for each package.
- The process for each package, checking and approval prior to submission for acceptance by the Project Manager.
- Process for unique document reference.
- Process for document distribution and transmittal.
- Information request procedure.
- Notification of intention to submit design change proposals.




The Contractor submission of design documents to the Project Manager for acceptance shall be by electronic transmission via client's platform Viewpoint. Hard copy documents are submitted by prior agreement only. The Contractor shall issue design revisions during Construction stage at a period to be agreed in advance with the Project Manager.

RIBA Stage 5 Design: Submissions requirements to the Technical Assurance team for the stage 5 design are captured in Appendix, where applicable.

- Samples shall be submitted in accordance with the RDD – Reviewable Design Data / Technical Submittals schedule in Appendix.
- Technical Submissions shall be submitted through the formal review and voting process on viewpoint during RIBA stage 5.
- Design packages and drawings identified shall be submitted through the formal review and voting process on viewpoint during RIBA stage 5.

The Contractor or the Project Manager can propose the addition of packages of works into the RIBA Stage 5 design schedule if it is of benefit to the project and is agreed between both parties.

2.5 Design Responsibility

	Design completed by the Client Designer
	Design completed by the Contractor during the Pre-Construction phase
	Design and construction completed by the Contractor during Construction stage

	<i>Client Designer</i>		<i>Contractor</i>				
	Preconstruction					Construction & Handover	
Establishment	RIBA 1	RIBA 2	RIBA 3	RIBA 4 BSRIA 4 Feasible generic design	BSRIA 4 Coordinated generic design	BSRIA 4 Coordinated specific design	BSRIA Stage 4 Coordinated specific design and RIBA Stages 5 - 7
XXXX							

2.6 Design Responsibility Matrix

The Contractor for each site commences design as per the table in Section 2.5. At this stage, a transition of design responsibility from the Clients Designer (Mace) to the Contractor occurs to ensure that the design is entirely coordinated, and the design integrity is maintained. The design responsibility transition period between the Clients Designer (Mace) and the Contractor ends at the beginning of RIBA Stage 3.











It is the responsibility of the Contractor to validate, assure and take complete design responsibility for all the design work produced by others at earlier stages. The Contractor will then finalise the design to complete the design stages RIBA Stage 3 - 4 / BSRIA 4 and deliver the construction phase RIBA Stages 5 - 7 / BSRIA 4.

Using the RIBA 2020 Toolbox, a template integrated Design Responsibilities Matrix (DRM) has been developed outlining the roles and responsibilities of the Contractor at each RIBA Stage. The DRM is shown on the subsequent page in Table 1.

The Contractor is responsible for delivering the roles and responsibilities identified within the DRM's and is to further develop these, including expanding them to include their various subconsultants.

The vertical red line on the DRM indicates the design handover point between the Clients Designer (Mace) and the Contractor. At this stage, the Clients Designer will be retained and act as the Technical Assurance role, providing oversight and technical assurance on behalf of the Client. Subsequently, Mace will undertake the role of NEC PM or equivalent and ensure adherence of programme-wide performance objectives.

Table 1: Design Responsibilities Matrix (DRM) template

	0 	1 	2 	3 	4a 	4b 	4c 	5 	6 	7 
Client	Ministry of Justice	Ministry of Justice	Ministry of Justice	Ministry of Justice	Ministry of Justice	Ministry of Justice	Ministry of Justice	Ministry of Justice	Ministry of Justice	Ministry of Justice
Operational lead	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)
GSL Champion (FM)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)
Security advisor	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)
Facilities management (FM) advisor	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)	Ministry of Justice (HMPPS)
Project lead / Delivery partner	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor
Contract Administrator	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor
Client advisor / Employers Agent	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor
Technical Assurance (TA) Advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor	Client advisor
Sustainability advisor	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Sustainability Technical Assurance	Client advisor	Client advisor	Client advisor	Client advisor						
Health and Safety advisor	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
BIM and Information manager lead	Client advisor	Client advisor	Client advisor	Client advisor						
BREEAM Assessor	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
BREEAM accredited professional	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Cost consultant	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Construction lead	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Planning consultants	TBD	TBD	TBD	TBD	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
CDM and BR Principal designer	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Lead Designer	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Architect	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Interior designer	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Civil and structural engineer	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Building services engineer	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Landscape architect	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Acoustic consultant	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Archeologist	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Cladding specialist	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Catering consultant	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Fire engineer	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Highways consultant	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Party wall surveyor	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client
Building control / Approved Inspector	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Surveys	TBD by Client	TBD by Client	TBD by Client	TBD by Client	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
MMS Advisor	Client advisor	Client advisor	Client advisor	Client advisor	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)	Main Contractor (TBD)
Legal	Government legal department	Government legal department	Government legal department	Government legal department	Government legal department	Government legal department	Government legal department	Government legal department	Government legal department	Government legal department
NEC supervisor or equivalent	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client	TBD by Client

2.7 CDM and BR (Building Regulations) Principal Designer and Principal Contractor role - BSA 2022

2.7.1 CDM PD/PC roles:

The contractor is required to appoint a competent Principal Designer for the project to act in this capacity and fulfil all duties associated with this role under the Construction (Design & Management) Regulations 2015 in addition to the Principal Contractor duties throughout the life of the project.

The Contractor (Principal Contractor) and the Contractor's Design Team (Principal Designer) is responsible for developing the design to comply with current and any future new Health & Safety statutory regulations applicable in the United Kingdom up to and including the Contract Date, including:

- The Health & Safety at Work Act 1974.
- The CDM 2015 Regulations.
- All other relevant legislation.

The Contractor (Principal Contractor) is responsible via its professional team appointments to fulfil the role and responsibilities of the Principal Designer and Principal Contractor all its requirements and obligations to fully satisfy the requirements of the CDM 2015 regulations.

The Principal Designer must plan, manage, and monitor the pre-construction phase and coordinate matters relating to health and safety during the pre-construction phase to ensure that, so far as is reasonably practicable, the project is carried out without risks to health or safety.

The Principal Designer must consider the general principles of prevention and, where relevant, the content of any construction phase plan and any health and safety file.

The Principal Designer must liaise with the Principal Contractor for the duration of the Principal Designer's appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase.

If a project is notifiable under Regulation 6 of CDM 2015 the contractor will give notice of project particulars to the HSE for the F10.

2.07.02 BRPD/ BRPC roles:

Unless the Client advises otherwise, the contractor is required to appoint a competent Building Regulations Principal Designer for the project to act in this capacity and fulfil all duties associated with this role, in addition to the BR Principal Contractor duties, throughout the life of the project, under the building etc. (Amendment) (England) Regulations 2023-part 2A – duty-holders. **Ref Main scope contract clause S1135.1.** The Client will appoint the BRPD before RIBA 3.

The MoJ procedure with finalized requirements for the implementation of the above roles is being finalized and will be instructed separately.

2.8 Construction Phase Plan and Health and Safety file

During the pre-construction phase, and before setting up a construction site, the Contractor must draw up a construction phase plan or arrange for a construction phase plan to be drawn up.

Throughout the project the Contractor must ensure that the construction phase plan is appropriately reviewed, updated, and revised from time to time so that it continues to be sufficient to ensure that construction work is carried out, so far as is reasonably practicable, without risks to health or safety.

During the pre-construction phase, the Contractor's Design Team Principal Designer must prepare a health and safety file appropriate to the characteristics of the project which must contain information relating to the project which is likely to be needed during any subsequent project to ensure the health and safety of any person.

During the project, the Contractor must provide their Design Team Principal Designer with any information in the Contractor's possession relevant to the health and safety file, for inclusion in the health and safety file.

The Contractor must ensure that the health and safety file is appropriately reviewed, updated, and revised from time to time to take account of the work and any changes that have occurred.

At the end of the project, the Contractor, must pass the Health and Safety file to the Client.

2.9 Health and Safety – Wellbeing Responsibilities

With regards to supporting and maintaining wellbeing, the Contractor will:

- Comply with all relevant legislation, standards, codes of practice, consents, and licences, including the Clients Health and Safety Policies.
- Integration of health, safety and wellbeing requirements and opportunities for excellence during design.
- Systematic identification, assessment, reduction through optioneering, and management of health and safety risks (and identification of health, safety, and wellbeing opportunities); monitoring performance against targets and publishing results.
- Creation and maintenance of positive culture where staff, partners, and suppliers are actively involved in contributing to good health, safety, and wellbeing standards.
- Seek to integrate the recommendations of PAS 1192 Part 6 Specification for collaborative sharing and use of structure hazard and risk information for Health and Safety.

For all works packages (including early, enabling, and main etc), the Contractor and the Contractors Design Team are responsible for ensuring delivery of all sustainability requirements as detailed in Section 7.3 – Sustainability, if applicable.

3 Information Currently Available

All Drawings, Briefing Documents, Reports and Schedules currently available are referenced in Appendixes and will be made available at the start of the validation period.

3.1 Title Matters

The Contractor is responsible for ensuring and demonstrating its design solution takes account of the below Title Matters, which will be provided by the Client at Tender award to the successful Contractor(s), when applicable in line with the scope.

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

3.2 BREEAM & Sustainability

Please refer to Appendixes for the complete list of reports available where applicable.

4 Survey Information

The Contractor shall refer to the existing surveys and identify if any further surveys are deemed required. Additional surveys shall be agreed with the Client Representative.

Please refer to Appendix 12_Site Information for the list of available surveys, where applicable.

The Contractor is required to validate the available survey findings and provide a costed schedule within 6 weeks of appointment of further surveys required to complete the Pre-construction and Construction stage as applicable.

The contractor shall recognise that both the existing and any additional surveys undertaken shall inform their detailed design and the total of the prices and therefore must be of sufficient quality and detail for the contractor to satisfy themselves that they are able to provide the works for the sum outlined within their total of the prices. The surveys shall be added to the Site Information, if applicable, and uploaded on Viewpoint.

The contractor shall provide a written record of any additional surveys, identifying that all necessary project areas were included within each survey and the outcomes of each investigation. This shall be passed to the Project Manager for review and approval.

Notwithstanding the above, the Contractor is to allow for all necessary site visits to carry out all necessary surveys to validate the proposals and inform the development of the Contractor's design.

The Contractor shall make recommendations for any further intrusive and non-intrusive site surveys. These surveys must be executed during the Pre-construction stage once the Contractor is appointed:

- To satisfy themselves that the survey conducted to date adequately provide the information required to conclude the RIBA 4 design stage.
- To gather as built record information from the Clients database and carry out both site-based visual surveys and a desk top review to ascertain completeness of existing information. The Contractors Design Team shall advise the Contractor of survey requirements to ensure as built information can be updated and made current in accordance with CDM Regulations.
- To review and advise any further survey requirements to complete the coordinated and integrated production design.
- To carry out site-based constraints analysis surveys and compile, as a deliverable, a preliminary constraints analysis report.
- To carry out M&E surveys of all areas and provide redline drawings and survey report.

5 Planning

Planning Permissions will be obtained by either the Contractor or the relevant MoJ's Planning Consultant, as applicable.

Where the Contractor is directly responsible for the planning application, they shall liaise directly with the MoJ Project Sponsor and advise if planning is required at their earliest opportunity.

The contractor shall refer to either Planning Appraisals or Planning Applications available to date, provided in Appendix, where available.

The Contractor will be responsible for procuring where required any design information and reports to support the planning applications.

The Contractor will be responsible either directly or by assisting the Client's planning consultant, as applicable, in the discharging of any pre-commencement and on-site planning conditions, as required.

The Contractor will be responsible for completing the design in line with any planning approvals drawings and/or conditions in place, including advising for any variations if required and for obtaining any new or further approvals as may be required when its detailed design is developed and completed. Particular attention is drawn to the need for the timely presentation and approval of facing materials. In addition, the Contractor and their designers will attend public consultations and prepare presentation material for these as required in collaboration with the Client's planning consultant and Team.

5.1 Early Works and Early Procurement Packages

There will be a requirement for within the Pre-Construction Activities contract for intrusive and/or physical works before the commencement of the Construction contract at each prison site to reduce project risk and ensure the overall delivery programme is maintained. The Contractor and Contractors Design Team is the Lead / Principal Designer responsible for the development of the Early Works and early procurement design packages for each site.

Where early works are to be delivered separately from the main works package, the Contractor and the Contractors Design Team are responsible for ensuring delivery of all sustainability requirements where required.

Early Works may include, but are not limited to, unforeseen and site-specific structural ground conditions, other unforeseen site-specific ground requirements, such as archaeology or ground contamination or the need to order and possibly store componentry, highways improvement works and access creation, utilities upgrades and ecological mitigation measures. Early Works may also include demolition and potential relocation of buildings and/or integration with adjacent operational establishments. Early Works will form part of the Pre-Construction Activities contract and will not be procured separately.

The scope of the Early Works package will be developed and designed by the Contractor with the Client and the Project Team. The extent and scope of this Early Works package for each site is subject to the Contractors Design Team advice and therefore may need to be updated accordingly. Any Early Works for each prison will be based on the RIBA Stage 3 Site Specific Design information which is included within the Contractors scope.

6 Design Development

All documentation will be made available by the start of the validation period.

6.1 Information available

The information currently available will be provided via the Viewpoint export list in Appendix 10.

6.2 Information required

A list of required deliverables in line with RIBA stages requirements is provided in Appendix 10.

Refer also to **Section 2** of this document.

The incoming Contractor becomes responsible for validating and completing design and investigation work done previously by others during earlier stages up to and including RIBA Stage 4.

Design development beyond this point will be the responsibility of the contractor, in consultation with the client, to complete the development of these proposals, to enable the design to be executed on site – all duly coordinated and commensurate to all applicable Royal Institute of British Architect (RIBA) stages:

- The Contractor will continue to further develop the design to produce the RIBA Stage 4 / BSRIA 4 Design to be used during construction stage.
- The Contractor will work with the Project Team and the Client to develop and deliver the brief for each site during Pre-Construction.
- The Contractor will work with the Project Team and the Client to develop and deliver the Early Works and Early Procurement Packages during Pre-Construction stage.
- The Contractor will work with the Project Team and the Client to agree commercial liabilities associated with the Contractor taking on full design responsibility and provide any warranties that may be required for the design during this stage.
- The Contractor(s) during the construction phase will continue to develop the design to RIBA Stage 5 to 7 / BSRIA 4, as required.

7 Key Focus Areas

7.1 Building Information Management (BIM)

The Contractor(s) shall refer to the original project brief in Volume 3 for the BIM requirements / standards as applicable to each project. This will be made available at the start of the validation phase.

Where applicable or advised by Client Information Management using Building Information Modelling (BIM) shall be in accordance with ISO19650 and the UK BIM framework. It should be noted at this point that all MoJ standards are applicable to all projects in a scalable way. Our approach is collaborative, enabling team members to agree and implement information management commitments both transparently and collectively. This ensures the best outcomes and applies to all parties involved on every project. We expect all stakeholders involved to take a collaborative approach and implement MOJ information management requirements.

The following ISO 19650 resources are available hardcopy on the MoJ CDE (Common Data Environment) Viewpoint, and digitally via the MoJ Morta Platform:

1. The Information Management resources overview – a summary document setting out the full suite of MoJ resources.
2. Information Management Function –MoJ (including scopes for third parties and an Information Management assignment matrix).
3. Project's Information Protocol.
4. MoJ Exchange Information Requirements (including geometrical, alphanumerical and documentation requirements that consider, but not limited to the following: Asset Management, Handover, Building Safety, Sustainability, Soft Landings, Post Occupancy Evaluation and Security).
5. Project's Information Standard.
6. Project's Information Production Methods and Procedures.
7. Project's Reference Information and Shared Resources.
8. Project's Common Data Environment.
9. Tender Response and Evaluation Criteria.
10. Invitation to Tender Information.
11. Lead Appointed Party's Appointment Documents.
12. Lessons Learned.
13. Security Management Plan.

In response to the above, a series of resources will need to be prepared by the Contractors (as Lead Appointed Parties) to form their appointment including:

- BIM Execution Plans including:
- Risk Management related to the production of information.
- Supply chain capability and capacity.

- Master Information Delivery Plans aligned to the MoJ Documentation Required list (table 201).
- Lead Appointed Party's Exchange Information Requirements aligned to the MoJ Exchange Information Requirements.
- Detailed Responsibility Matrices.

The Contractor is required to engage with the MoJ Information Management Stakeholders (Jeannine Gavaghan) to confirm the requirements, as applicable for each Framework and Project.

7.2 Government 'Soft Landings'

The Contractor is responsible for delivering collaboratively the services to meet the philosophies and principles of the Government's Soft Landings (GSL) framework, as described in the revised guidance for the public sector on applying (Standard): BS8536 parts 1.

The role of the Contractor is to support the Client GSL Champion and the Project Team, actively promote GSL and ensure that the agreed operational outcomes are progressed through the design activities with the compliance of the Technical Standards with the completion of STD/BIM/P07 Guide to Government Soft Landings Version 5.2 for each site specific GSL objectives at each RIBA stage. The Contractor should review the GSL Technical Standards with the supplementary GSL RACI Matrix which are to be used as reference material and context for the purposes of assessing this Tender (refer to Schedule 6 – FAC 1 Brief - Appendix 11). The Contractor shall produce all the deliverables listed within the GSL Exchange Information Requirements **REDACTED** within Schedule 15 for BIM Requirements of the Contract.

The Contractor will input to site specific cost models to demonstrate the impacts of design choices on operational cost models. This may require the development of operational energy cost models using the methods described in the Chartered Institution of Building Services Engineers (CIBSE) Technical Memorandum 54 (TM54), 'Evaluating Operational Performance of Buildings at the Design Stage,' in case of design changes.

The Contractor will engage with internal and where relevant external stakeholders to understand operational requirements/constraints and demonstrate how the design meets the operational outcomes described above.

The Contractor will maintain and contribute to sharing knowledge and lessons learnt.

The Contractor will provide timely data and information submissions in the agreed format to support the transition from construction to operation for each site-specific prison as per Schedule 15 Building Information Management (BIM).

The Contractor will provide support during the initial aftercare and extended aftercare phases of each new prison and contribute to each Post Occupancy Evaluation (POE) as per (Standard) BS8536 requirements.

Where applicable, the Initial aftercare period is required in order to support the Client in the first 12 weeks of occupying the building. The Contractor shall appoint an initial aftercare team of at least one Mechanical and one Electrical Engineer who will be present on site when required in hours to support with the transition and accessible for the duration. This requirement is over and above what is expected of the Contractor during the standard defects' aftercare period requirements. As well as a representative from the Contractor, the team shall also include a member of the design team and M&E representatives as stated above. The Contractor is to provide continuity of personnel during this period to prevent loss of vital

knowledge required to all transition into building operation.

The extended aftercare period may last for up to three years post practical completion and support from the Contractor will be required during this period. Each prison is subject to a separate POE undertaking and the Contractor will assist with collating all findings as a part of a programme wide activity. The Contractor will be expected to typically review monthly operating data from the POE.

The Contractor will work with all relevant stakeholders to ensure each site-specific prison has a successful transition from design into construction and then operation.

The Contractor(s) will be issued the STD/BIM/P07 Guide to Government Soft Landings for each site.

7.3 Sustainability & Social Value

The contractor should review the MoJ BREEAM Policy and determine the BREEAM status on each project to develop a site-specific sustainability and BREEAM strategy. This strategy should include the delivery of MoJ mandatory BREEAM credits and a proposed BREEAM rating.

The Contractor is required to engage with the MoJ Sustainability Stakeholder (Caron Johnson) to confirm the requirements listed in the Employer Requirements, as applicable for each project.
<https://assets.publishing.service.gov.uk/media/65116b0006e1ca000d616136/moj-breeam-policy.pdf>

7.4 DfMA and MMC

The Contractor is required to engage with the MoJ DfMA and MMC Stakeholders **REDACTED** to confirm the requirements listed in the Employer Requirements, where applicable for each project.

8 Design Compliance

8.2 Design Review Period

The Contractor is to review the design and use as the basis for the development required up to the end of RIBA Stage 4. A review of Derogations, Lessons Learnt (refer to Appendix 13 of the FAC-1 Brief) and review / setting in place of strategies whether they be Design, MEP, Sustainability or Landscape for the development of design is to be undertaken as part of the RIBA Stage 3 design process to assist in establishing the accepted design. This will form the basis of design development stages as detailed in the FAC-1 Design Brief. The Contractor is responsible for delivering the Services to comply with legislation applicable up to and including the Contract Date.

Where applicable, the Contractor during the Design Review period is to identify as part of innovation and the MMC Strategy, any areas that they perceive require Research and Development (R&D). In conjunction to identifying those areas, a fixed cost, time implication and programme benefit is to be provided for consideration through the MoJ's Property Directorate Change Board Governance process for approval prior to any changes. The Contractor is to include the management of all R&D and a proposal for those that receive approval to get implemented.

The Contractor is responsible for ensuring and demonstrating its design solution is compliant

with the latest applicable MoJ Technical Standards and Derogations, including any amendments following the Derogations review exercise.

The contractor is required to comply with the MoJ approval procedures for each framework/programme, in accordance with STD/PM/MP/066 available on the MoJ information platform ViewPoint.

8.3 Lesson Learnt

The Contractor is encouraged to complete their own Lessons Learnt review and propose their own innovations and improvements for the review of the Client and the Project Team.

Where applicable, the Contractor will review any available Lessons Learnt log (refer to Appendix 13 of the FAC-1 Brief) and provide a high-level assessment of the cost, programme and planning risk implications of any issues and outcomes identified, such that the Client and the Project Team can review. These assessments will include but is not limited to a review of the following:

- spatial design impacts.
- engineering services impacts.
- sustainability impacts (inc. carbon).
- cost impacts (whole lifecycle costing, capital delivery costs, and operational costs).
- time implications to program (construction sequencing and impacts to critical path).

Any changes to the Site-Specific Design would have cost/time/quality impacts to implement and is to be taken through the MoJ's Property Directorate Change Board Governance process for approval prior to any changes. The Contractor is to include the management of all Lessons Learnt and a proposal for those that receive approval to get implemented.

8.4 Derogations & Technical Standards

Derogations will be used for circumstances where it is not possible to comply with the latest Property Directorate Technical Standards (design guidance, technical specification, etc.), or Property Directorate procedures, on all projects delivered under the auspices of the Property Directorate. The applicable MoJ Standards are listed within the Employers Requirements. The Contractor is responsible for developing the Site-Specific Design to comply with The Ministry of Justice Property Directorate Standards.

The Contractor will prepare and manage a Schedule of Derogations identifying all deviations, alternative performance or non-conformances from the Property Directorate Technical Standards Design Guidance, Specifications, Procedures and Policies applicable to the Project.

Current derogation schedules for each project, where available, are referenced in the Addendum to Volume 3. These will be available at the start of the validation period.

Approval of all Derogations shall be in accordance with Derogation Procedures and shall follow the MoJ digital derogation sign off process as outlined in the Derogation Strategy document in Appendix.

The Contractor must also reasonably advise the Client and the Project Team of any feasible opportunities to reduce the extent of Derogations and any potential impact of doing so.

Approval of all Derogations shall be in accordance with all parties with **STD/PM/MP/052** Derogation Procedures subject to all timescales prescribed therein not exceeding the period for reply stated in the conditions of contract over and above any observations which have been made by the Client Designer.

8.5 Building Regulations

The contractor is required to comply with the MoJ approval procedures, in accordance to STD/PM/MP/066 available on the MoJ information platform ViewPoint.

In line with MoJ Technical Standards, it is the requirement of the Contractor to develop the design in compliance with all the current Approved Documents of the Building Regulations.

The Contractor is to appoint an Approved Building Inspector in developing and seeking RIBA Stage sign off for the proposed design. The Contractor is to formally lodge the Building Regulations as outlined in the Design Responsibilities Matrix (RIBA2020 Toolbox) contained in Appendix. The Building Regulation applications for all prison sites will be completed by the Contractor(s).

As part of the outputs from the Approved Inspector during the design stages this shall include the issuing to the Client and its Project Team comprehensive RIBA End of Stage reports on compliance and non-compliances of the Approved Building Regulations. This is to ensure compliance with the programme gateways governance.

As referenced in **part 2.07.02**, the contractor is required to appoint a competent **Building Regulations Principal Designer** for the project to act in this capacity and fulfil all duties associated with this role, **in addition to the BR Principal Contractor** duties, throughout the life of the project, under the Building etc (Amendment) (England) Regulations 2023 part 2A - duty-holders. **Ref Main scope contract clause S1135.1**. The Client will appoint the BRPD before RIBA 3.

The MoJ procedure with finalized requirements for the implementation of the above roles is being finalized and will be instructed separately.

8.6 Quality of Design Information

It is essential to ensure that released design documentation achieves correct quality standards prior to Technical Assessor review to avoid a prolonged sign off process. For example, the quality of drawn information must be well-coordinated with clear annotation, cross referencing information for all the architectural design proposals.

In addition to this, specific Quality KPI's will be set out for the Contractor and provided after the validation period, where applicable. It is the responsibility of the Contractor to also adhere to these quality requirements and continue this level of design quality in their design information / design submissions.

8.7 Stakeholder Management Plan and Tracker

The Contractor is required to develop a Stakeholder Management Strategy and Communication Plan or confirm their role in any existing strategy, to ensure that:

- Timely and relevant communications are suitably prioritised to the correct stakeholders from project inception, so that risks and any potential destabilising factors to the project are reasonably mitigated where appropriate.
- The various project stakeholders' interests in the project are reasonably managed.
- A clearly defined strategy as to how both internal and external project stakeholders will be kept informed is developed. Where there is potential for those stakeholders to be affected by key project decisions and activities identify the needs and influences of those relevant stakeholders as necessary to manage them as effectively as possible.
- Where stakeholder engagement is undertaken through RIBA Stage 3 to RIBA Stage 4 the Contractor is required to record, meeting minutes capturing agenda items including key decision-making milestones, touchpoints, client instructions and must be kept in order to demonstrate compliance with BREEAM Man 01 and GSL requirements.

9 Information Exchange

The Contractor(s) is required to:

- Prepare the RIBA End of Stage Reports as required and receive acceptance from the Client and the Project Team.
- Complete and receive approval / sign off from the Client and the Project Team at the end of each RIBA stages in line with gateways governance.
- Manage the update of the Project Information for handover to the Contractor.
- Provide all design information, models and calculations in their nativefile formats with a PDF record including but limited to: BIM, IFC and CoBie data, digitalmodels, survey information, whole life cost (WLC) model, Site Specific and Building Reference Design weather files, thermal calculations, structural calculations, design drawings etc.) and all other design information available.
- The Building Regulation applications for all prison sites will be completed by the Contractor(s).
- Complete and handover all GSL evidence requirements for the RIBA 0, 1 & 2 work stages the Client Designer is responsible for to the Contractor. Refer to GSL Exchange Information Requirements within Schedule 15 BIM Requirements.

Receive acceptance from the Client and the Project Team to transfer the Client Designer's final completed documentation required (refer to Schedule 15: BIM Requirements: Ministry of Justice's Exchange Information Requirements) to the Contractor. The Contractor is to prepare and maintain the Master Information Delivery Plan (MIDP) for each Project.

- Host and facilitate workshops as a part of the Pre-Construction stage with the Contractor and the Contractors Design Team and Supply Chain, to ensure the project objectives, design strategy, key workstreams inclusive but not limited to Sustainability, GSL,MMC and DfMA as applicable to ensure they are well acquainted with the design as a part of the design validation and transfer process.
- Host and facilitate workshops as a part of the Pre-Construction phase, with the Contractor

and the Contractors Design Team and Supply Chain, including but not limited to Lessons Learnt, Derogations, Stakeholder Engagement and Risk Workshops, to ensure that they are well acquainted with the design as a part of the design validation and transfer process.

- Complete and formally issue a client approved set of digital deliverables that meets all BIM requirements provided by the Client and the response outlined in the BEP (refer to Schedule 15: BIM Requirements: Ministry of Justice's Exchange Information Requirements), including, when applicable.
 - BIM Object Library components and assemblies for integration in the Client BIM Library. Components from the model should be rationalised. Components should have consistent parameters and attributes.

Schedule 6 FAC 1 brief – Appendix 10 – Design brief
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Summary List of Appendices

Appendix 1 – Existing design information - doc register / VP export report.

Appendix 2 – Existing planning information.

Appendix 3 – CDM Pre Construction Information.
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Appendix 4 – RDD / Technical Submittals schedule
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Appendix 5 – Deliverables lists.

Appendix 6 – Client Issued Sustainability Information.
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Appendix 7 – RIBA [X] Technical Assurance report template

Schedule 6 FAC 1 brief – Appendix 12 – Site Information
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Surveys trackers

Schedule 6 FAC 1 brief – Appendix 13 – Lessons Learnt
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Lessons learnt

Schedule 15 – BIM requirements

Refer to Schedule 16
