



MAR0043 Studio School Conversion

Tender for Design Team

APPENDIX A Scope of Service

Derriford Road
Derriford
Plymouth
PL6 8BH

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Introduction

- 1.1 This section sets out the requirements for the commission and should be read in conjunction with the guidance set out in “Volume 1 – Instructions and conditions of Tender”
- 1.2 The appointment will be made utilising the NEC4 Professional Service Short Contract form (2017 with amendments January 2023) and the terms set out in these documents including the Price Schedule
- 1.3 The commission is for the design, contract administration and supervision of the works as given in Appendix B and the scope of service as detailed below. As such, although the University will be directly appointing only the Lead Consultant, the Fee submitted is to include the appointment, on a sub-contract basis, of all necessary disciplines/roles required to complete a commission of this nature. The lead consultant will be responsible for the management of the team and payment of their fees
- 1.4 The professional services team will be required for the whole of the project. For clarity this has been divided into 4 stages:
 - 1.4.1 STAGE A - Initial Design
 - 1.4.2 STAGE B – Outline design, Detailed Design and Tendering
 - 1.4.3 STAGE C - Construction Contract
 - 1.4.4 STAGE D - Commissioning and Handover
- 1.5 In outline the requirements of the contract for the Design Team are set out below. The detailed scope is given later in this document.
 - a. Complete a detailed survey of all areas affected by the works to include the accurate location of all services
 - b. In conjunction with University staff undertake a consultation exercise to establish in detail the requirements for each of the spaces/activities
 - c. Develop designs for each space/activity and the overall facility for approval by the University
 - d. Undertake the roles of Designer and Principal Designer as required by the Construction (Design and Management) Regulations
 - e. Submit statutory and Utilities applications
 - f. Prepare construction related tender documentation for the appointment of a contractor to undertake the works
 - g. Administer the construction contract including issue of all certification
 - h. Co-ordinate the construction works with the installation of any specialist equipment necessary for the activities in the respective spaces
 - i. Ensure the work is completed satisfactorily and handed over to the University
 - j. Ensure the services and works are undertaken in alignment with University’s wider Social, Ethical and Environmental Policies

- 1.6 The University has entered into a Planning Performance Agreement (PPA) with Plymouth City Council, allowing a more efficient liaison between the organisations. The appointed consultant is to discuss the proposals with the Planning Authority and take account of any Policy, guidance and comments made when developing options for the proposed works.
- 1.7 Similarly with the Local Building Control authority, discussion should take place and any applications made.
- 1.8 It is the responsibility of the appointed consultant to assess all of the statutory authority issues which might affect the project and liaise with the relevant bodies. The consultant will be responsible for the preparation of necessary information and completion of applications for all statutory consents.
- 1.9 Note, any Application Fees will be paid directly by the University and as such these fees must not be included in the submitted Fee Schedule.
- 1.10 The University is keen to reduce its dependency on fossil fuels and has a target of achieving carbon neutral status by 2030. Any new development, including refurbishment and alteration works, should incorporate services which help attain that target.
- 1.11 It will be the responsibility of the appointed consultant to liaise with the Utilities companies to ensure that suitable services are provided to cope with the scale of the works being undertaken.
- 1.12 In line with the Construction (Design and Management) Regulations 2015, the University recognises its role as Client. In particular:
 - Regulation 4 – Management of the Project
 - Regulation 5 – Appointment of the Principal Designer and Principal Contractor
 - Regulation 6 - Notification
- 1.13 The team appointed to undertake the commission is to include a person who will act as Principal Designer for the scheme
- 1.14 The University will provide layout and services information which is in its possession although this information is limited. The scope of works includes for the completion of building condition reports, structural surveys, surveys of the mechanical and electric system and measured surveys required to ensure the appointed team has sufficient information to prepare accurate detailed proposals for the Client.
- 1.15 The anticipated activities within each of the stages are as outlined below. The undertaking and completion of the Activities are deemed to include for the involvement of all roles/disciplines required to fulfil the activities.

| | Activity |
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| | Stage A – Initial Design |
| a.i | <p>Review the Client Requirements information and assist in identifying possible options and expenditure limits. This will include agreeing the prioritisation of the works. Include for attending meetings (in person and virtual) to establish from the Client the precise nature of the works. Allow for the following, in person meetings;</p> <ul style="list-style-type: none"> • Initial meeting which will include meeting with Client operational staff to establish the details of the brief • 2No meetings to review the detailed design brief produced by the consultancy team as a result of the Briefing meeting <p>This excludes general correspondence and meetings to discuss specific issues of design, procurement etc with the university's Project Manager which are deemed to be included</p> |
| a.ii | Review and ensure any proposed design solutions take account of the University's Net Carbon Zero and Sustainability Policies and Targets |
| a.iii | Review and ensure all work is carried out in line with the university's Corporate Social Responsibility Policies |
| a.iv | Develop and submit to the Client for approval a Project procurement strategy and following approval, carry out the Services and obligations necessary to achieve the satisfactory completion of the Project |
| a.v | Provide a Project Programme in line with the Clients advised timescale, for Client approval |
| a.ix | Establish formal communication procedures and hierarchy of responsibility between the members of the appointed consultancy team and introduce procedures to ensure that they work closely as a team |
| a.x | <p>Review the existing fabric, structural and services information held by the Client relating to the Project and undertake survey and investigation work to ensure there is sufficient knowledge to develop an accurate design and cost for the project. As a minimum the following are to be included for in the overall submitted Fee:</p> <ul style="list-style-type: none"> • Measured survey – to include fabric, structural elements and services (Main M&E plant, lighting, power and data) |
| a.xi | <p>Liaise with the Clients Estates Team, IT Team and existing Term contractors and suppliers to establish the condition of existing services. This should include but is not limited to:</p> <ul style="list-style-type: none"> • Access control • Building Management System • CCTV • Fire detection system • PV system |

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| a.xii | Obtain and review existing Statutory and Utilities information and advise the Client of any issues which may have an adverse impact on the satisfactory completion of the Project. Any fees necessary to obtain such information will be paid for by the Client and should not be included in the submitted Total Fee |
| a.xv | Develop options on the various elements of the design, including costs, for consideration by the Client |
| a.xvi | Assess which legislation will affect the project and advise the Client on what impact these will have for the project and operation for the building upon completion of the works. Where alternative solutions for compliance exist these are to be discussed with the Client and options agreed |
| a.xvii | In conjunction with the consultancy team agree the final Design Brief with the Client which shall include a detailed programme for completion of the Project and an agreed cost limit |
| a.xviii | The design is to include the integration of Client supplied equipment and suppliers to establish an overall plan for the project |
| a.xix | Review and ensure compliance with all terms and conditions of any Funding Bodies providing assistance to the project. Highlight to the Client any terms and conditions which may conflict with the Clients own policies and procedures and where possible put forward solutions |
| a.xx | Assess the need to take action to protect the interests of the Client in respect of neighbouring properties and accordingly make recommendations to the Client |
| a.xxi | Undertake risk assessments and develop a Project wide Risk Register/Early Warning Notice Register. Highlight to the Client any issues which represent a 'high' risk to the Project and where possible, agree methods of eliminating those risks, or reducing to an acceptable level |
| a.xxii | Undertake value management exercises as necessary to ensure the project remains within the allocated budget |
| a.xxiii | Obtain the Client's approval to proceed to Stage B |
| | Stage B – Outline Design, Detailed Design and Tendering |
| b.i | Ensure that a cost plan is prepared for the project based on the approved cost limit and ensure that this is communicated to the members of the Consultancy team |
| b.ii | Submit to the Client a projected cash flow based on the approved cost limit for the Project and the anticipated programme and update as necessary until completion of the Services keeping the Client informed at all times of any changes |
| b.iii | In co-operation with the other members of the Consultancy Team prepare a detailed programme for the production of design information leading up to obtaining works tenders. Include the identification of dates by which information |

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| | on Client supplied equipment/suppliers must be available to ensure compliance with the overall agreed programme |
| b.iv | Establish cost control procedures and ensure that designs are strictly monitored against the agreed cost plan and that any difficulties are rectified and the approved cost limit is maintained |
| b.v | Produce all outline design information, including the integration of equipment etc being supplied by the Client to ensure an overall co-ordinated design is developed in line with the agreed design brief |
| b.v(a) | Establish management procedures to monitor the production of design information produced by the members of the Consultancy Team in order that any shortcomings are immediately highlighted and rectified and continue to implement the monitoring procedure until completion of the Project. Where difficulties are encountered, which cannot be satisfactorily resolved, inform the Client and make recommendations |
| b.vi | Establish and chair regular meetings with the other members of the Consultancy Team and others in order to monitor progress and to highlight any shortfall in design information and take any action necessary to correct any deficiencies. Circulate minutes of the meetings to the Client and members of the Consultancy Team. The minutes to record the action taken to rectify any deficiencies and indicate who is to be responsible for taking that action |
| b.vii | Attend weekly meetings with the Client to update on progress and identify those matters which require Client approval and introduce procedures to obtain those approvals. This excludes general correspondence and meetings to discuss specific issues of design, procurement etc with the university's Project Manager which are deemed to be included |
| b.viii | Where information is submitted to the Client for review, a period of five working days is to be allowed for response from the Client unless, on an individual query basis, mutually agreed to be varied |
| b.ix | Queries from the Client are to be reviewed and responded to in no more than five working days unless, on an individual query basis, mutually agreed to be varied |
| b.x | In conjunction with other members of the Team, make recommendations to the Client on the need for specialist design consultants outside of the Consultants Core Service Disciplines. |
| b.xi | In conjunction with the other members of the Team, make recommendations to the Client on the need for specialist contractors to design and execute any sections of the Services or for specialist suppliers to provide any materials or equipment and obtain the Client Organisation's approval and take any action necessary to implement the Client Organisation decision |

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| b.xii | Produce all detailed design work. All designs are to be integrated with and between the disciplines involved to ensure compliance with the agreed brief |
| b.xii(a) | Co-ordinate the production of all design work, ensure that the designs are fully integrated and are tested throughout the design phase against cost targets and that the designs fully comply with all Statutory requirements or Regulations including, but not confined to requirements concerning Health and Safety, Planning, Fire, Building Control etc. and take any action necessary to rectify deficiencies |
| b.xiii | Ensure the Client is advised of any of its legislative obligations and assist with the preparation of any information in connection with these obligations |
| b.xiv | At 4 weekly intervals, submit a written report to the Client showing the progress made against the agreed design programme and the present estimated cost of the Project relative to the approved cost limit and if required by the Client, arrange to meet the Client in order to discuss the content of the report and to receive instructions |
| b.xv | Agree materials and construction specifications with the Consultant Disciplines and keep the Client fully informed |
| b.xvi | Ensure compliance with terms and conditions of any Funding Bodies providing assistance to the project. Highlight to the Client any terms and conditions which may conflict with the Clients own policies and procedures and where possible put forward solutions |
| b.xvii | Prepare the information necessary for the submission and validation of all required Statutory and Utilities applications. Including, but not limited to drawings, models and calculations |
| b.xvii(a) | Ensure that statutory approvals for the Project are obtained and that all utilities and other necessary services are in place both for the construction phase and for permanent operation following completion of the Project and, where action by the Client is necessary, assist the Client to take that action |
| b.xviii | Give the Client sufficient notice of all approvals, decisions or other matters which require action by the Client and where appropriate, assist the Client by providing information and by making recommendations |
| b.xix | Where difficulties are highlighted during the design phase which may not be capable of being resolved and which may result in a failure to meet the Clients brief, submit a report to the Client giving recommendations and options |
| b.xx | Prepare information for and ensure that all notices required under EC regulations are given at the proper time and that all procedures comply with EC legislation |
| b.xxi | Ensure that life cycle costings and environmental assessment techniques are applied to the design and adopt solutions giving the best overall value for money and, where this may result in the cost limit for the project being exceeded, make recommendations to the Client and obtain instructions |

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| b.xxii | Make recommendations to the Client on the preferred method of procuring the construction and completion of the Services taking account of all relevant legislation e.g. Public Procurement Regulations and obtain the Client's instructions |
| b.xxiii | Prepare all drawings, specifications, schedules, bills of quantities and other documents necessary for the obtaining of tenders. Ensure the documentation integrates and co-ordinates where necessary for any Client supplied equipment |
| b.xxiv | Ensure that all drawings, specifications, schedules, bills of quantities or other documents necessary for the obtaining of tenders are completed and are fully coordinated, are in accordance with the brief approved by the Client and are available on the programmed date |
| b.xxv | Discuss with the Client the general arrangements for obtaining tenders and implement the action approved |
| b.xxvi | Prepare a pre-tender estimate based on the tender documentation and check against the approved cost target for the Project and report to the Client accordingly |
| b.xxvii | Regularly update the Risk Register/Early Warning Notice Register to take account of the design development process. Highlight to the Client any issues which represent a 'high' risk to the Project and where possible, agree methods of eliminating those risks, or reducing to an acceptable level |
| b.xxviii | Ensure site specific information is collated and provided to contractors as part of the tender package |
| b.xxix | Undertake value management exercises as necessary to ensure the project remains within the allocated budget |
| b.xxx | Prepare the necessary documentation for issuing of Tenders through the Clients online Portal |
| b.xxxi | Accompany tendering contractors or sub-contractors to the site during the tender period |
| b.xxxiii | Ensure that all enquiries from contractors during the tendering period are answered satisfactorily. Clarifications will be posted via the Clients procurement portal |
| b.xxxiv | Copy to the Client all correspondence concerning the obtaining of tenders |
| b.xxxv | Where full time site inspection staff and/or Clerk of Works are to be appointed, ensure that arrangements are made in good time to implement that instruction |
| b.xxxvi | Ensure an appraisal of submitted tenders is undertaken by each relevant member of the consultancy team |
| b.xxxvi(a) | Co-ordinate tender appraisals from the other members of the Team and submit a report to the Client with recommendations. If the lowest tender obtained is higher than the approved cost for the Services, obtain the necessary information from |

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| | other consultants in order to make recommendations to the Client and arrange to implement the Client's instructions |
| b.xxxvii | Obtain the Client's decision regarding the acceptance of a tender or tenders and implement the Client's instructions |
| b.xxxviii | Prepare the notifications to the successful and unsuccessful tenderers for issue by the Client |
| b.xxxix | Obtain the Client's approval to proceed to Stage C |
| | Stage C – Construction Contract |
| c.i | Co-ordinate the collection of documents from the other members of the Project Team to enable the Client to enter into contract with the contractor(s) and ensure that any adjustments have been made to the documents in order that they conform to the approval given by the Client |
| c.ii | Ensure that the site will be available to the Contractor on the programmed date and in the event of any difficulty, keep the Client fully informed |
| c.iii | Regularly update the Risk Register/Early Warning Notice Register during the Contract period |
| c.iv | Undertake value management exercises as necessary to ensure the project remains within the allocated budget |
| c.v | Ensure that the Client has accepted the selected Contractor's tender and that the Client approves that the works can proceed |
| c.vi | Administer the terms of the construction contract whilst the Project is under construction, undertaking the full range of duties imposed by the contract on the Consultant/Service Manager/Project Manager/Contract administrator |
| c.vi(a) | Ensure compliance with all terms and conditions of any Funding Bodies providing assistance to the project. Highlight to the Client any terms and conditions which may conflict with the Client's own policies and procedures and where possible put forward solutions |
| c.vii | Agree a detailed programme for the Services with the Contractor which specifies completion by the agreed date. This should include dates by which client supplied equipment or suppliers/specialist contractors are required to meet the overall agreed programme |
| c.viii | Agree a date with the Contractor and the Client for the commencement of work on site |
| c.ix | Establish and chair monthly meetings with the Contractor and Consultancy team to monitor the progress of the works and the production of design information to the Contractor and circulate minutes of the meeting to the Client and to others. The minutes shall record the action to be taken to rectify any deficiencies and shall indicate who is to be responsible for taking that action. Inform the Client if any |

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| | delay in the production of design information cannot be resolved in time to prevent a delay to the Services |
| c.ix(a) | Attend monthly Client led Governance meetings to report on progress of the project and as necessary obtain guidance/approval on issues raised at the Contractor progress meetings (c.ix above) |
| c.x | Until completion of the Project, continue reporting to the Client |
| c.xi | Ensure that rigorous safety policies are in place and are implemented by the Contractor and Sub-Contractors working on the site and that there is adequate protection for the public and others. |
| c.xii | Ensure that rigorous quality management procedures are in place throughout the construction phase. |
| c.xiii | Arrange for any special inspections or tests necessary to ensure that proper and adequate standards of construction are maintained and that all Services are constructed in accordance with the contract documents. |
| c.xiv | Throughout the construction phase and until all construction accounts are settled, inform the Client of any contractual claims which have been received or are likely to arise. Make recommendations to the Client and implement the Client's instructions |
| c.xv | Undertake periodic site inspections and monitor the construction phase, taking any necessary action in order to ensure that the Project will be completed within the cost approved by the Client and by the programmed completion date. When matters arise, which effect the contract completion date, affect the specification or the approved cost, keep the Client fully informed |
| c.xv(a) | Ensure the integration and installation of Client supplied equipment is properly co-ordinated with the works |
| c.xvi | Ensure that adequate records are maintained, and photographs of the works are taken throughout the construction phase recording progress of the works and, particularly, highlighting any delays including those resulting from interaction between Contractors or Sub-Contractors working on the site |
| c.xvii | Keep accurate records of all payments and other matters relating to the service provided under this Appointment and retain all vouchers and invoices and, if requested, make these available to the Client Organisation |
| c.xviii | Ensure that Consultancy team members observe the provisions of their Appointment regarding cost control procedures and the procedures for obtaining the Client approval to introduce variations. On behalf of the Client, receive the Consultants financial statements and submissions in accordance with this Condition and submit to the Client with recommendations |
| c.xix | Ensure that Certificates are issued in accordance with the terms of the contract |

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| c.xx | Co-ordinate site visits of Consultancy team and ensure that the frequency of those visits is satisfactory |
| c.xxi | Arrange for any necessary spare equipment, 'as built' record drawings, maintenance manuals and general guidance on the operation of the Building and Services to be made available in good time in order that they can be provided to the Client on completion of the Project |
| c.xxii | Inform the Client four weeks prior to the anticipated date of completion of the works |
| c.xxiii | Co-ordinate the preparation and issue of Certificates relating to the completion of the works |
| c.xxiv | Ensure that lists of defects are issued at the appropriate time under the works contract |
| | Stage D – Commissioning and Handover |
| d.i | Advise the Client on the resources and skills required to operate and maintain the completed works and make recommendations on the timing of their appointment or on the need for any maintenance agreements |
| d.ii | Ensure that all defects are rectified |
| d.iii | Ensure the works are cleaned, tested and commissioned prior to handover to Client |
| d.iv | Ensure that all statutory Certificates and Approvals are given to the Client |
| d.v | Ensure compliance with all terms and conditions of any Funding Bodies providing assistance to the project. Highlight to the Client any terms and conditions which may conflict with the Clients own policies and procedures and where possible put forward solutions |
| d.vi | Ensure that an appropriate Certificate is issued to the Contractor when all defects have been made good |
| d.vii | Make recommendations to the Client regarding any outstanding claims, counterclaims, liquidated damages or other contractual issues and receive and implement the Client's instructions |
| d.viii | Co-ordinate the production of Final Accounts and the issue of Final Certificates and, accordingly, make recommendations to the Client |
| d.ix | Prior the end of the Defects Liability Period undertake a site inspection and detail any defects which must be rectified by the contractor under the terms of the contract. Undertake regular inspections to establish the progress of rectification and issue certification as necessary |
| d.x | Prepare a completion report to the Client showing: - a comparison between the out-turn cost and the approved budget cost; - the actual expenditure against sums included in the contract for specialist Services and provisionally measured work; - the costs included against any Variation of Price Condition; - the expenditure |

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| | Activity |
| | against approved variations and additional Services authorised by the Client; - a comparison of programme dates against actual dates achieved; - any lessons obtained from the scheme which could be applied to future Projects; - the performance of Project participants |
| d.xi | Assist the Client in dealing with any outstanding insurance claims |