Employer’s requirements
Part A – general conditions
DfE construction framework

Part A of the employer’s requirements for framework procurements – for completion by the framework user.

March 2019
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[NOTE FOR TECHNICAL ADVISORS]

DEVELOPING YOUR EMPLOYER’S REQUIREMENTS

The key consideration when developing the Employer’s Requirements and Contractor’s Proposals for a specific project is to arrive at a set of documents that:

(a) Accurately reflect the specific requirements of the project;

(b) Clearly and accurately define how certain common key risk issues are to be addressed and responsibility apportioned;

(c) Work hand in hand with the agreed terms of the Scheme Contract selected for the project.

It is expected that the Technical Advisor will develop the Employer’s Requirements to suit the individual scheme and submit them to the Employer for review and sign off. Tracked changes should be used to display amendments.

The Technical Advisor must:

- Amend Employer’s Requirements Part A to suit the scheme (including removing square brackets and/or paragraphs/sections which are in square brackets)
- Amend Employer’s Requirements Part A, Appendix 1 and 2
- Amend Employer's Requirements Part C (School-specific Brief), including the Annexes for inclusion within the local competition for a project.

The Technical Advisor needs to understand the aims, scope, nature and budget allowances for the project and decide with the Employer how to achieve best value when assessing certain common areas of risk.

The Technical Advisor should consider the inclusion of any special conditions at Appendix 1 on a scheme by scheme basis.
This document has been written for a Design and Build procurement route. Where the procurement route is traditional then any design obligations in this document will be the responsibility of the Employer and not the Contractor, subject to the terms of the Scheme Contract. Any derogations from Employer’s Requirements will need approval by the Employer.

INTRODUCTION

NOTE TO CONTRACTORS

The Scheme Contract will take precedence over any conflicting item stated in the Employer’s Requirements.

There may be instances where there are conflicts between different contractual requirements within the Employer’s Requirements or where contractual requirements cannot be met. In these instances, the Contractor must seek acceptance of a relaxation to the Employer’s Requirements by submitting a list of derogations with his Contractor’s Proposals stating the reason for the derogation. This is with the exception of Statutory Requirements / Consents where all matters must comply. The derogations to the Employer’s Requirements shall be set out at Appendix 2 of Part A of the Contract Documents.

STRUCTURE OF THE EMPLOYER’S REQUIREMENTS

The Employer’s Requirements (ERs) have been produced in order to identify the requirements for the delivery of projects. This document is Part A – General Conditions.

The Employer’s Requirements are presented in three parts. The content of each part is outlined below:

Part A: General Conditions

This contains details, information, Deliverables and protocols that outline conventions, practices and restrictions that are relevant throughout the project cycle.

Part B: Output Specification – Generic Design Brief (GDB)¹

The Generic Design Brief (Part B), and integral Technical Annexes, which, together with the School-specific Brief (Part C) and its School-specific Annexes, forms the Output Specification (OS). The Output Specification is part of the Employer’s Requirements.

¹ Where the Generic Design Brief (GDB) is referenced throughout, it shall be deemed to include all of the integral Technical Annexes.
The Generic Design Brief (GDB) comprises four parts as outlined below. This document identifies requirements, Good Industry Practice, legislation and requirements for School buildings and grounds. Contractors will be required to provide solutions that comply with the requirements of the Output Specification.

The GDB includes the following:

1 **Context and Key Principles**

Identifies project-specific design implications, identifies educational objectives, and key pedagogical, curricular and social issues that impact on design, furniture and equipment, and operation of the educational facility.

2 **Buildings and Grounds**

Provides the overarching design requirements that apply to all School Buildings and grounds

3 **FFE Provision**

Provides the overarching features and standards required in all furniture and equipment procured for School Buildings and grounds

4 **ICT Design Requirements**

Provides the overarching features and standards required in all ICT equipment procured for School Buildings.

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**Part C: Output Specification – School Specific Brief (SSB) to be issued on a scheme by scheme basis**

The SSB provides key data for a specific school, and sets out any requirements for that school which are additional or alternatives to the GDB.

Please note the SSB should not be used to create a requirement for what is not funded or anything beyond the Output Specification (OS) requirements.

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PART A - GENERAL CONDITIONS

DEFINITIONS

This section sets out the defined terms and acronyms used throughout the Employer’s Requirements (ERs).

Unless the context otherwise requires, any defined term in this document shall have the same meaning given to such term in the Scheme Contract.

Access Statement
A description of how inclusive design principles have been incorporated into a development, to be produced in conjunction with a planning application;

Area Data Sheets
Spreadsheets identifying the requirements for each space, including area, services and environmental performance, and FFE (excluding ICT);

Building Services
Electric, gas and water services, heating, ventilation, air conditioning, controls, access, security and alarm systems and electrical plant and installations, including pipework, ductwork, data and power cabling, (and in instances renewable technologies such as photovoltaic systems, ground source heat pumps etc);

Deliverables
Information or action required from the Contractor at key stages in the project to provide the evidence of satisfactory progress or compliance with the Employer’s Requirements;

Decant Protocol
A decant sequence provided through a method statement as described in “Construction Framework: Decant Protocol Template” on gov.uk.

Employer
The person named as Employer in the Scheme Contract;

Fittings, Furniture and Equipment (FFE)
A blanket term which includes fittings, which are those items which are permanently fitted to the fabric of the building, and furniture and equipment which may be fitted, fixed or loose;

Generic Design Brief (GDB)
The Generic Design Brief (and integral Technical Annexes), together with the School-Specific Brief and its School-Specific Annexes, forms the Output Specification (OS). The Output Specification is part B of the Employer’s Requirements;
**Gross Internal Floor Area**
The Area is the area of a building measured to the internal face of the perimeter walls at each floor level as defined by “Gross Internal Floor Area” by the Royal Institute of Chartered Surveyors (RICS);

**ICT Infrastructure**
Means passive ICT Infrastructure - cabling infrastructure for data and voice services, including data outlets, containment, patch panels and cabinets; active ICT Infrastructure, including cabling switching and wireless and associated components; Network Active Equipment – Core and Edge network switches and associated network switches and routers, including support for Power over Ethernet; Wireless Active Equipment – Controllers and Access Points for an enterprise whole-school wireless network; and Telephony, Internet and TV signal. Details of which shall be set out in Part B & C of the Employer’s Requirements;**Legacy**
Items which have been used at the existing School site (where applicable) which are considered suitable for use on the new or refurbished site;

**Local Exhaust Ventilation (LEV)**
Local ventilation of a practical activity such as a fume cupboard or a wood dust extract system, or a heat bay fume extract system;

**Loose Equipment Purchase Protocol**
The protocol which will form part of the Contractor’s Proposals to be agreed between the Employer/School and the Contractor for the procurement of new loose equipment;

**Performance in Use (PIU) Targets**
A set of easily measurable criteria, related to the indoor environmental conditions and building performance, used to assess the performance in use of the building;

**Project Execution Plan**
The project execution plan (PEP) is the governing document that establishes the means to execute, monitor, and control projects. The plan serves as the main communication vehicle to ensure that everyone is aware and knowledgeable of project objectives and how they will be accomplished;

**Quality Plan**
A quality plan is a document, or several documents, that together specify quality standards, practices, resources, specifications, and the sequence of activities relevant to this particular contract;

**Refurbishment Scope of Works (RSoW)**
An appendix to the School-specific Brief which sets out the scope of works for Refurbished Buildings. Work required to each element shall be defined as Renewed, Replaced, Repaired, Retained or have “no works”;

**Renewed**
An entirely new element provided (for instance a complete door-set in a new opening or a completely new replacement roof, including roof structure);
**Repaired**
Isolated repairs to an existing element (e.g. floor finish, window or radiator);

**Replaced**
A partially new element provided and/or major repairs to an existing element (e.g. new door leaf in an existing frame, a new window in an existing opening, or a new roof covering over an existing structure);

**Retained**
A building element or service designated as ‘retain’ in the RSoW, so left existing

**Schedule of Accommodation (SoA)**
A schedule of all spaces required in the School, the size of each space and (for teaching spaces) the maximum group size they will accommodate. Spaces are listed under Net and Non-net Area in a standard spreadsheet format. The School-specific SoA is based on the number of pupils, ages and the school type;

**Scheme Contract**
An agreed contract for the project

**School Buildings**
The new, refurbished or remodelled facilities (including external Works, and sports pitches, if appropriate) and the media for all utilities and services serving the Buildings which are being procured as part of the Works;

**School Specific Brief (SSB)**
The SSB forms part C of the ERs and provides key data for a specific School. It sets out any requirements for that School which are additional or alternatives to the Generic Design Brief (GDB). It includes a number of Annexes: School-specific Schedule of Accommodation and School-specific Area Data Sheets; School-specific Refurbishment Scope of Works (RSoW) – where relevant; School-specific Legacy Serviced Equipment Schedule; School-specific Legacy FFE Schedule; School-specific ICT Equipment Summary;

**SEND**
Special Educational Needs (and Disability);

**Technical Advisor**
The technical advisor engaged in relation to a project. The technical advisor will usually act as Employer’s Agent (or equivalent e.g. Contract Administrator) under the relevant Scheme Contract, and provides professional, financial, commercial and technical support to the Employer on all matters in relation to the Works pre & post Contract;

**Technical Annexes**
The suite of documents integral to the GDB which sets out the detailed technical requirements for a school. Where the term GDB is used, it assumes inclusion of the requirements set out in the Technical Annexes.
PART A – GENERAL CONDITIONS

1 Introduction

Part A contains details, Deliverables and information and protocols that outline conventions, practices, restrictions relevant throughout the design and construction periods.

1.2 Permissions and Consents

1.2.1 Detailed Planning Consent

[The Contractor will be responsible for obtaining all Consents where required, for compliance with all associated statutory processes and for payment of all fees and charges in connection with the full satisfaction and discharge of all reserved matters. It is also the Contractor’s responsibility to comply and discharge said conditions or reserved matters attached to the Consent.]

Where there are conditions which can only be satisfied by time, the Employer or the School and other stakeholders, should be listed in the Scheme Contract or in the special conditions at Appendix 1.

Conditions may also relate to change of use, traffic, vehicular access, noise control, building control and other environmental matters (not exhaustive).

Any amendments to the Contractor’s Proposals that become necessary to conform with the approval for any reserved matters and with all specified planning conditions imposed by the Planning Employer shall be notified to the Employer prior to implementation. Such amendments shall not be regarded as a change in the Employer's Requirements and the Contractor shall pay all fees and costs in connection therewith.

In the event of failure to achieve planning consent the terms of the scheme Pre Construction Services Agreement shall apply.

1.2.2 Building Regulations

The Contractor shall comply with all current Building Regulations in respect of new school construction and refurbishment and remodelling works to existing buildings. It is the Contractor’s responsibility to make payment of the appropriate fees and to ensure that the work is carried out in compliance with the Regulations and Standards and that written approval is received.

Should compliance with the Building Regulations or the requirements of the fire officer or of any other body having jurisdiction necessitate amendment to the design or layout of the Works, the Employer's approval is to be obtained thereto before it is effective. No adjustment will be made to the Contract Sum for such compliance provided that the regulation requiring such compliance was in force or promulgated prior to the date of entering into the Scheme Contract.
1.2.3 **CDM Regulations**

[The Contractor shall undertake the duties of principal contractor and principal designer as detailed in the Construction (Design and Management) Regulations 2015 ("CDM 2015") and shall allocate sufficient resources to enable it to comply with the requirements and prohibitions imposed on it by or under the relevant statutory provisions.]

1.2.4 **Other Consents**

The Contractor is responsible for obtaining all other Consents required for any aspect of the Works and for compliance with all relevant legislation, covenants, easements or other rights affecting the Site. The Contractor shall also be responsible for negotiating any further covenants, easements or other rights that may be required on the Site, for example for Statutory Undertakers and these to be included in the Employer’s Requirements. The Contractor shall consult with the Employer relating to the granting of such rights and shall reimburse the Employer for its reasonable costs and expenses in connection with such issues.

1.2.5 **Judicial Review**

The Employer accepts the risk in relation to judicial review of the planning consent, subject to the terms of the Scheme Contract.

1.3 **Statutory Compliances**

The Contractor shall comply with all Statutory Requirements and must meet all statutory requirements for all School Buildings and grounds.

1.4 **Survey Information & Reports**

[Site and Ground conditions are at the risk of the Contractor, subject to the terms of the Scheme Contract.]

To assist in the formulation of the tender site investigations, and reports may be included with the Employers Requirements \\
tender documents. The reports are for guidance only and no endorsement of their accuracy is given or implied. Where such information is provided by the Employer and adopted by the Contractor then the Contractor shall have the same liability therefore as if he had prepared and researched the information or commissioned the report himself.

1.4.1 **Access and Transport**

The Employer will provide as part of the SSB travel plans for the Site which the Contractor shall comply with and ensure they are incorporated into the construction phase health & safety plan.
1.4.2 **Condition Surveys and Plans**

The Contractor will be provided with condition surveys and/or plans of existing buildings, if they are available. The condition surveys and plans are for guidance only and no endorsement of their accuracy is given or implied. Where such information is provided by the Employer and adopted by the Contractor then the Contractor shall have the same liability therefore as if he had prepared and researched the information or commissioned the report himself.

1.4.3 **Latent Defects (New / Existing buildings)**

The Contractor is required to assume full responsibility for all defects, latent or otherwise, in respect of New Buildings or other works undertaken by the Contractor pursuant to the Scheme Contract.

Responsibility for defects in Existing Buildings shall be set out in the Scheme Contract.

1.4.4 **Topographical Surveys**

[The appointed DfE Technical Advisor is to undertake topographical surveys and needs to obtain permission \ license from the Employer (or the School) to do so. The Contractor shall have included for the risk of site conditions within its pricing of the Scheme Contract, and as such the Contractor shall take responsibility for all costs relating to unknown ground conditions in accordance with the terms of the Scheme Contract.]

1.4.5 **Ground Investigation Reports**

The Contractor is to undertake ground investigation as it deems necessary once it has determined the potential location of new building footprints, and needs to agree the scope of such surveys with the Employer (and, if appropriate, the School) to ensure that they are not causing undue risk or damage to the building, its grounds and and/or its operations. The costs shall be included in the Contractor’s pricing. The Contractor takes full responsibility for the ground conditions under the terms of the Scheme Contract.

1.4.5.1 **Warranty**

The Contractor may also wish to give consideration to conducting additional investigations deemed necessary and to have included for the risk of all site conditions including the possible presence of methane beneath existing or new facilities, within its pricing of the Scheme Contract. As such the Contractor shall take responsibility for any additional costs or variation relating to abnormal ground conditions, land contamination or the discovery of any further Services located on the Site.
1.4.6 **Ground Conditions / Contamination**

Ground conditions and contamination are at the risk of the Contractor, subject to the terms of the Scheme Contract.

1.5 **Design and Construction Protocols**

The Employer requires clear protocols to be laid down to address design development, programming, reporting, the provision of construction information and defects rectification procedures. These shall be reflected in the PEP, the Employer’s Requirements and Contractors Proposals.

All information provided shall be clearly annotated with the full project title and DfE project reference number, the Contractor's name, the relevant deliverable requirement it is responding to, version number and date.

1.5.1 **Contractor's Proposals**

Following the local competition, the Contractor shall submit the following as Contractor’s Proposals for comment by the Technical Advisor at least six weeks in advance (if programme permits) of the proposed date for signing the Scheme Contract. Any omissions are to be agreed. The Contractor’s Proposals list the Deliverables required, and will at least comprise the following:

1.5.1.1 **Construction (Design and Management) Regulations 2015**

In accordance with the requirements of CDM 2015, the Contractor shall:

(i) submit all necessary information to:

(a) demonstrate that it has the skills, knowledge, experience and, if an organisation, the organisational capability to competently perform its role(s) in relation to the Works as principal contractor, designer [and if applicable as a principal designer as required under CDM 2015 Regulation 8 of CDM 2015] and

(b) demonstrate that it has allocated or will allocate adequate resources to enable it to comply with CDM 2015 and that it has allowed for such resources in the Contract Sum;

(ii) cooperate, provide information and report failures as envisaged as one of the duty holders under CDM 2015;

(iii) ensure that any designers it engages comply with CDM 2015 in respect of any design work they undertake and liaise with other designers and the principal designer to allow them to fulfil their duties under CDM 2015;

(iv) draw up the construction phase plan or arrange for the construction phase plan to be drawn up before works commence on Site and, if requested, provide a copy of the construction phase
plan to the Employer or its Technical Advisor for review in good
time prior to starting any work on a particular scheme.

1.5.1.2 **Programmes, Reports, Schedules, Plans, etc.**

The Contractor shall prepare and submit the following as a minimum:

(i) a quality plan and project execution plan including;
(ii) a detailed method statement describing the techniques, equipment, plant, access and protection the Contractor intends to use during the Scheme Contract;
(iii) a programme for design (co-ordinated with the programme for construction), as detailed in these requirements;
(iv) a programme for all construction activities (co-ordinated with the programme for design), which should be linked to the site plan and phasing diagrams, as detailed in the requirements Parts A, B & C;
(v) a decant strategy, including a programme (coordinated with design and construction), as detailed in these requirements.

The Programmes shall take account of the period of time required by the Contractor for completing the design and such production drawings as are necessary and for the Employer to review them.

The Contractor shall in his programming and pricing of the Works make adequate allowance for dealing with the features contained in the pre-construction information, together with further development of the construction phase health & safety plan which may be required by the Contractor and which may reasonably be foreseen pre-contract to enable compliance with the relevant statutory provisions relating to health and safety. The Contractor shall state the period he requires to complete his design and such production drawings as are necessary prior to start on Site.

The Contractor shall provide a statement detailing how he shall interface and assist the Employer / School with the familiarisation and training process for the operation of the facilities particularly with regard to the operation of the mechanical, fire and electrical installations and co-ordination of the FFE and ICT requirements. The Contractor shall record and agree to provide a recording of all training (by way of digital media) of all such training for future reference.
1.5.1.3 **Cost Form and Contract Sum Analysis**

The Contractor shall provide any amplification of the cost form, schedule of rates and contract sum analysis as required by the Technical Advisor to NRM format to level 2 minimum.

Costs relating to items that are not priced shall be deemed to be included.

For the avoidance of doubt, the costs submitted on the cost form and in the contract sum analysis shall be a fixed price lump sum. Provisional and prime cost sums will not be accepted without prior agreement with the Employer and Technical Advisor.

**Cost Form**

These will comprise completed forms Cost Form – School Level Capital Cost Pro-Forma Contract Sum Analysis

These will comprise:

(i) an elemental cost summary that aligns with the design submitted with the Contractor’s Proposals reflecting pro-formas detailed above

(ii) a breakdown of preliminaries specific to the project

(iii) confirmation of percentages for design and other fees, and

(iv) a monthly cash flow analysis coordinated with the Programme. This shall be coordinated with the information required under the Scheme Contract

(v) FFE and ICT schedules

1.5.2 **Contractor’s Proposals Design Information**

The Contractor will develop the design information during the design and development stage. Design drawings and information shall include as a minimum:

1.5.2.1 **Drawing(s) showing the whole site, facilities and grounds - 1:500**, as required to fully define the works, to include (not exhaustive):

i) General arrangement information sufficient to describe the scope of Works to include separate demolition drawings if necessary

ii) Any areas of the site which are excluded from the Works i.e. remaining as existing

iii) The proposed site should indicate the legal boundary and the school demise
iv) Cross references to other drawings to be shown, North point / scale bar and standard notes should also be indicated

v) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.2 General arrangement floor plans - 1:50

For each level of the building, as required to fully define the works, to include (not exhaustive):

i) General arrangement information sufficient to describe the scope of works to include separate demolition drawings if necessary

ii) The proposed ground floor plan shall show relationship with the external landscape to include door hoops and external interfaces such as planting, steps and ramps adjacent to the building

iii) Each accommodation space is to be identified on the floor plans with a room description and unique room number/reference, the Schedule of Accommodation (SOA) DfE Area Data Sheet (ADS) room code should also be indicated with the actual area achieved being in accordance with the SOA

iv) Key dimensions to be included: Grid of the building, clear width of corridors, dimensions for classrooms & halls;

v) Fittings, Furniture and Equipment (FFE) to be shown on both existing and new layouts

vi) A ‘mini’ block plan to cross reference the location of elevations/sections etc

vii) Location of existing structures/walls to be removed, to be shown on drawings as broken lines

viii) Cross references to other drawings to be shown, North point / scale bar and standard notes should also be indicated

ix) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.3 General arrangement ceiling plans (Coordinated for MEP and Architectural review) - 1:50

For each level of the building, as required to fully define the works, to include (not exhaustive):

i) General arrangement information sufficient to describe the scope of Works to include separate demolition drawings if necessary (Coordinated for MEP and Architectural review)
ii) Key dimensions to be included: Grid of the building, and level of ceiling finish above finished floor level (FFL), and ceiling structure above FFL (noting any changes within each space)

iii) A ‘mini’ block plan to cross reference the location of elevations/sections etc

iv) Location of existing structures/walls which are to be removed, to be shown on drawings as broken lines

v) Cross references to other drawings to be shown, North point / scale bar and standard notes should also be indicated

vi) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.4 Roof plans - 1:100

For each building, as required to fully define the works, to include (not exhaustive):

i) General arrangement information sufficient to describe the scope of Works

ii) Key dimensions to be included: Grid of the building, key dimensions such as access to perimeter

iii) A ‘mini’ block plan to cross reference the location of elevations/sections etc.

iv) Location of existing structures/walls to be removed, to be shown on drawings as broken lines

v) Means of Access to roof to be shown

vi) Rain Water Outlets (RWO) or hopper positions and roof falls to be indicated showing direction of fall and gradient

vii) Key feature to be shown on the roof drawing, including but not limited to, edge protection treatment, fail arrest, indicative plant and any roof penetration

viii) Cross references to other drawings to be shown, North point / scale bar and standard notes should also be indicated

ix) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.5 Site sections - 1:200

As required to fully define the works, to include (not exhaustive):

i) Information sufficient to describe the scope of Works
ii) Each section should show the topography along the profile line and levels across the site

iii) Key dimensions to be included: Height of the building from finished ground level

iv) A ‘mini’ block plan to cross reference the location of sections

v) Location of existing structures/walls to be removed, to be shown on drawings as broken lines

vi) Cross references to other drawings to be shown, scale bar and standard notes should also be indicated

vii) A minimum of three sections should to be provided

viii) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.6 Building sections -1:100

To each building, as required to fully define the works, to include (not exhaustive):

i) General arrangement information sufficient to describe the scope of Works

ii) A minimum of two sections of the school building, communicating the relationship of finished levels both internally and externally

iii) A minimum of five sections where refurbishment/remodelling is required

iv) Each accommodation space is to be identified on the sections with a room description and unique room number/reference, the Schedule of Accommodation (SOA) DfE Area Data Sheet (ADS) room code should also be indicated shall accord with the SOA

v) Key dimensions to be included: Clear ceiling heights from FFL to be shown, cill heights from FFL, grid of the building

vi) Fittings, Furniture and Equipment (FFE) to be indicated

vii) A ‘mini’ block plan to cross reference the location of sections

viii) Location of existing structures/walls to be removed, to be shown on drawings as broken lines

ix) Cross references to other drawings to be shown, North point / scale bar and standard notes should also be indicated

x) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.
1.5.2.7 **Elevations - 1:100**

For each building, as required to fully define the works, to include (not exhaustive):

i) General arrangement information sufficient to describe the scope of Works

ii) Elevations should be drawn relating to each geographical orientation for all buildings

iii) Elevations shall communicate the aesthetic qualities of the proposed design and shall be sufficiently annotated and/or coloured to communicate the proposed external finishes

iv) Indicate/include: downpipes and hoppers if external, ventilation grilles, external lights, other external fixtures, and external building mounted signage being proposed as included

v) To include existing and proposed elevations, where relevant

vi) A “mini” block plan to cross reference the locations of plan/sections

vii) Cross references to other drawings to be shown, scale bar and standard notes should also be indicated

viii) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.8 **Construction sections – 1:20**

For each building (school buildings only), as required to fully define the works, to include (not exhaustive):

i) A minimum of two sections of the school buildings

ii) Minimum of four where refurbishment/remodelling is required

iii) To include existing and proposed, where relevant

iv) Key dimensions to be included

v) Cross referencing and materials to be described and cross reference to specification

vi) Scale bar and standard notes should also be indicated

vii) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.9 **Outline Specification**

As required to fully define the works, to include (not exhaustive):
i) To be written in a way which is 'easy to understand' for non-technical readers / reviewers of the documentation

ii) A specification to describe the key elements internally and externally that have shaped the design intent of the Works. The specification should be an elemental description of the materials and components for all new build Works including external Work elements

iii) For projects where refurbishment/remodelling is included, in addition to the proposed elemental specification, provide a summary of the proposed level of refurbishment aligned with the refurbishment categories defined in the DfE’s GDB, including the School-specific Refurbishment Scope of Works (RSoW), (benchmarked against the DfE 15 year residual life expectancy and condition survey)

iv) To set out the performance specification of materials that the design and the energy calculations have been based on

v) Lift specification to be provided

1.5.2.10 Construction details - 1:10/1:5

As required to fully define the works, to include (not exhaustive):

i) Information sufficient to describe the scope of Works

ii) To articulate the specification and to communicate the basis of calculations or initial Building Regulations discussions/agreements

iii) As a minimum drawings showing typical sections through different material types and key interfaces to include floors, external walls, glazing, roof, internal partitions, ceiling and service zone and structural interfaces

iv) Scale bar and standard notes should also be indicated, including version number, date etc.

v) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.11 Schedule of Finishes

For all rooms in relation to walls, floors, ceilings, door facings etc. – this is in addition to the Area Data Sheets (see below), but should indicate the specific type of finish to be provided rather than generic information i.e. make / manufacturer and specification of carpet / vinyl / suspended ceiling system etc. should be stated (or equal approved). This is required to clearly define the quality of the finishes to be used in the construction.

1.5.2.12 Schedule of Accommodation (SOA)

As required to fully define the works, to include (not exhaustive):
i) Completed area schedules, using the DfE Schedule of Accommodation (SOA) tool complete with school name, date, and any revision number, to detail all spaces to be provided in each building and cross-referenced back by Room numbering to the 1:100 general arrangement floor plans

ii) Schedule to include for all areas (including plant, circulation and internal wall areas) so as to summate to total as drawn Gross Internal Floor Area (GIFA)

iii) To include all spaces across the school site, clearly identifying those outside of the project

iv) Where Works include areas of remodelling, a comparison of existing and proposed against the brief

v) Areas subject to Supplementary/non-DfE funding is to be clearly identified separately

vi) DfE Area Data Sheet (ADS) coding to be shown

vii) Areas shall be measured in accordance with the Code of Measuring Practice (6th Edition) published by the RICS and the Area definitions earlier described

viii) To be shown as a comparison with the Schedule of Accommodation (SOA) issued at Feasibility Study stage (School-specific SOA as appended to the School-specific Brief)

1.5.2.13 **External Site Plans - 1:200**

As required to fully define the works, to include (not exhaustive):

i) Site plan as existing, showing the legal boundary and the school demise

ii) General arrangement information sufficient to describe the scope of Works, and to include separate demolition drawings if necessary

iii) The proposed site should indicate the legal boundary and the school demise

iv) Identification of trees: removed, existing retained, and proposed

v) Showing existing and proposed levels throughout

vi) Indicative information to describe the zones indicated in the external Works schedule, to include but not limited to car parking cycle parking and designated briefed areas

vii) Cross references to other drawings to be shown, North point / scale bar and standard notes should also be indicated
viii) Clearly show any areas of the site which remain as existing i.e. not affected by the Works

ix) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.14 **External Works** (may need more than one plan) - 1:100

As required to fully define the works, to include (not exhaustive):

i) General arrangement Information sufficient to describe the scope of Works to include separate demolition drawings if necessary

ii) Access/egress and parking, including number of spaces (existing and proposed), including Building regulations part M provision to achieve DDA compliance

iii) Turning/waiting arrangements for all vehicles (waste collection, deliveries, emergency, staff, visitors), bicycles and pedestrians

iv) Footpaths, retaining walls, fence/gate locations (including heights and descriptions) as well as any signage (existing as well as proposed)

v) Clarity on which areas of the site remain untouched and/or outside of the contract areas, and which are new areas to be provided

vi) Areas to be demolished, and existing external equipment being relocated (i.e. sheds, canopies, benches, play equipment etc)

vii) Points of entry and exit to the building for pupils, visitors, staff, and, for primary age schools, collection and drop off points for pupil parents

viii) Impact on existing external items i.e. furniture, sheds, seats, canopies, existing fencing, play equipment etc.

ix) Proposed Sports provision detailing pitch sizes, Multi Use Games Area (MUGA), All Weather Pitch (AWP) and external facilities for recreational purposes

x) Net site areas assessment based on BB103 requirements the assessment should also demonstrate Section 77 net loss and compensation proposals (with clarity on which areas remain untouched/unchanged from existing). BB103 areas to be detailed as follows:

- Soft outdoor PE
- Hard outdoor PE
- Soft informal and social area
- Hard informal and social area
• Habitat areas

xi) North point / scale bar and standard notes should also be indicated
xii) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.15 **Planting Plan - 1:200**

As required to fully define the works, to include (not exhaustive):

i) General arrangement Information sufficient to describe the scope of Works to include separate demolition drawings if necessary

ii) The planting plan should provide details of species, size, country of origin and quantities

iii) The proposed site should indicate the legal boundary and the school demise

iv) Identification of existing, tree removal and proposed trees including tree categories as defined in survey information

v) North point / scale bar and standard notes should also be indicated

vi) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.16 **Layout Drawings – 1:50**

For each building (school buildings only), as required to fully define the works, to include (not exhaustive): 

i) A typical Pupil WCs and accessible WC provision in plan and elevation

ii) The hygiene room in plan and elevation

iii) A typical stair layout and section, showing setting out / disabled refuse/ handrail etc.

iv) Fully loaded room layouts for all typical rooms including each classroom types and all specialist rooms (specialist rooms to include where relevant library, sports hall, activity spaces, science, art, resistant materials, kitchen and dining)

v) Room layouts to show furniture as detailed in the DfE Area Data Sheet (ADS) and identifying the different Group provision (see FFE section). Legacy or transfer items to be cross referenced with the Legacy survey information and Decant Protocol
vi) Dining areas to include movement flow for food collection and drop off

vii) Key dimensions to be included

viii) Cross referencing and materials to be described and cross reference to specification

ix) Scale bar and standard notes should also be indicated

x) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

1.5.2.17 **Strategy Drawings - 1:200**

Strategy drawings as required to fully define the approach and the works, to include e.g. (not exhaustive):

i) Access and security strategy - for Buildings and external site showing key access points into the site and control and external security provision, access control provision for pupil, staff, visitor and community use including out of hours requirements

ii) Hazard identification drawing and cleaning and maintenance access - for Buildings and external site

iii) Refurbishment/remodelling scope drawings (linked to the DfE’s Generic Design Brief (GDB) categories, and the completed School-specific Refurbishment Scope of Works (RSoW), and ADSs - for Buildings and external areas

iv) Fire assessment and strategy including drawings showing compartmentation, fire rating of walls and doors, means of escape routes with travel distances, disabled refuges etc. - for Buildings and external site

v) Fire assessment to show strategy being employed to meet statutory and best practice standards

vi) Proposed integration with any existing provision in retained buildings or systems

vii) Acoustic and wall type strategy - for Buildings only

viii) Finishes - information for floors and walls (this may be combined) and separate ceilings information. The information shall be colour coded and comply with the ADS technical Indexes codes/ performance requirements

1.5.2.18 **Construction Phase Plan** (may need more than one plan)
The construction phase plan should be relevant to the project, have sufficient detail to clearly set out the arrangements, site rules and special measures needed to manage the construction phase. It should be proportionate to the scale and complexity of the project and the risks involved.

To include strategy drawings for:

- 1:200 Site construction plan
- 1:200 Phasing
- 1:100 Decant plans

As required to fully define the works, to include (not exhaustive):

i) Information sufficient to describe the scope of Works to include separate demolition drawings if necessary

ii) To show site access arrangements during construction (and the various phases within this), as well as compound area, and school operations (i.e. access, external sports/play etc.)

iii) Phasing strategy drawings showing all phases of the Works (with dates linked to the submitted CP programme) supported by a summary method statement if the complexity requires

iv) Defined services routes/service diversions, strategy for obstacle mitigation, and demonstrate a detailed understanding of the impact of phases on the school operations

v) Contractors compound and site access/logistics diagrams - this information should be linked to the submitted CP programme and reviewed as required during construction

vi) Decant Protocol diagrams as necessary to form the suite of phasing information - this should be linked to the programme and revisited during the construction period with the Employer and school, and in accordance with the Contractor’s Design Submission Procedure

vii) North point / scale bar and standard notes should also be indicated.

1.5.2.19 Structural and Civil Engineering Proposals

a) Design Philosophies

Design Philosophy for Structural Engineering

(Information sufficient to describe the scope of Work)

To include: project description, basis of design, loading, lateral stability, serviceability, disproportionate collapse, demolition, geotechnical,
foundations, material properties, design codes, design life, supporting information, assumptions, further surveys, loading plans, movement and tolerances, contractor designed elements etc. This is not an exhaustive list and should suit the type and size of the project.

**Design Philosophy for Civil Engineering**

(Information sufficient to describe the scope of Work)

To include: project description, scope of Works, below ground drainage strategy, existing sewer infrastructure, liaison with Environment Agency and Local Authority, foul water strategy, surface water strategy, existing/proposed discharge rates, Sustainable urban drainage systems (SUDS), roads and hardstanding, California Bearing Ratio (CBR's), existing formation, supporting information, assumptions, further surveys etc. This is not an exhaustive list and should suit the type, complexity and size of the project.

b) **General Arrangement (GA) Drawings - 1:200**

As required to fully define the works, to include (not exhaustive):

i) GA information sufficient to describe the scope of Works to include separate demolition drawings if necessary

ii) General notes

iii) For each level of the building, including floors, roof and foundations (co-ordinated with architectural layouts)

iv) Evidence of a co-ordination with other disciplines such as Architecture, MEP etc.

v) Grid lines and key dimensions

vi) The material types and sizes, span directions at each level

vii) Location of adjacent buildings or constraints

viii) Call outs for elevations, sections and details

ix) Reinforcement estimates (where applicable)

x) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

c) **Structural Elevations - 1:200**

As required to fully define the works, to include (not exhaustive):

i) Coordinated elevations with respect to windows and cladding and stability systems
ii) Provisions for structural movement

iii) Column and beam locations

iv) Plant rooms and basements

v) Foundations and retaining walls

vi) Annotated appropriately with grids, member sizes and key dimensions

vii) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

d) Sections - 1:200

As required to fully define the works, to include (not exhaustive):

i) Provision of sufficient key sections through the building showing structure, floor, finishes and service zones

ii) Grid lines, dimensions and levels

iii) Sections where changes in level are required at the ground or roof level

iv) Call outs for details

v) Health & Safety - Inclusion of SHE boxes, hazard identification, etc.

e) Details - 1:10

As required to fully define the works, to include (not exhaustive):

i) Typical details at foundation, floor and roof levels

ii) Lift pits

iii) Progressive collapse details

iv) Canopies

v) Staircases and supports with dimensioned clear width and coordinated with the fire strategy

vi) Areas of complex detailing

vii) Interfaces with existing buildings

viii) Movement joints

ix) Retaining walls to changes in building levels
x) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

f) **Roads/footpaths – 1:200**

Drawings in sufficient detail and scale to show as minimum:

i) External Works layout plan, showing areas of hard/soft landscaping

ii) Standard paving details

iii) Retaining wall plan and details

g) **Main Service Infrastructure Strategy - 1:500**

As required to fully define the works, to include (not exhaustive):

i) New, Existing and Diverted incoming Gas Service

ii) New, Existing and Diverted incoming Electrical Service

iii) New, Existing and Diverted incoming Water Service

iv) New, Existing and Diverted foul and surface water services

v) New, Existing and Diverted Communications Service

vi) Proposals for dealing with abnormal services, e.g. overhead cables

vii) Highlighting any easement access rights

h) **Land Drainage Strategy - 1:500**

As required to fully define the works, to include (not exhaustive):

i) Foul water layout

ii) Surface water layout

iii) Standard details (to an appropriate scale)

iv) Diverted and abandoned drainage

v) Pumping stations, attenuation tanks etc. (where applicable)

vi) Sufficient additional details to support the scope of the Works

vii) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

i) **Outline Specification**

As required to fully define the works, to include (not exhaustive):

i) An outline specification to describe the key structural elements that have been used for the design of the building (Materials, piling etc.)
ii) An outline specification to describe the civil elements of the project (drainage, groundworks, paving etc.)

j) **Earthworks Plans and sections**

As required to fully define the works, to include (not exhaustive):

i) Earthworks analysis layout (ideally colour coded for cut and fill)

ii) Earthworks analysis sections

iii) Sufficient additional details to support the scope of the Works

1.5.2.20 **Mechanical and Electrical Proposals**

a) **Services and Environmental Strategy**

Environmental strategy report, as required to fully define the works, to include (not exhaustive):

i) Indoor air quality - Evidence of new and refurbished occupied spaces and typical rooms meet the indoor air quality criteria as set out in the DfE’s Generic Design Brief (GDB), Technical Annexes and BB101

ii) Thermal comfort and IAQ - Evidence of new and refurbished occupied spaces and typical rooms meet the summertime overheating thermal comfort criteria as set out in the DfE’s Generic Design Brief (GDB), Technical Annexes and BB101

iii) Daylight report - Evidence of new and refurbished occupied spaces and typical rooms meet the criteria set out in the DfE’s Generic Design Brief (GDB)

iv) Acoustic report - Making reference to the relevant drawings, and demonstrating compliance with BB93. This shall include Indoor ambient noise levels, airborne sound insulation and reverberation; analysis of external noise levels to BS4142 in built up areas, and analysis of noise levels of legacy and new equipment

v) Building service reports- End use systems/controls philosophy strategy report

vi) Fire strategy report - Including fire safety management report. The contractor shall demonstrate the Fire strategy for the building(s). This shall include building protection, life safety, detection and alarms, and the cause and effect matrix

vii) Security strategy - to be based on a security risk assessment
b) **Zoning Strategy Drawings - 1:200**

As required to fully define the works, to include (not exhaustive):

i) Heating, ventilation, domestic hot and cold water services, cooling, specialist systems

ii) Energy metering

iii) Fire, security, lighting (including emergency lighting), small power

iv) The contractor shall clearly show the zoning strategy for each end use system on each floor including the roof

v) The contractor shall co-ordinate this with the architectural, structural and other disciplines

c) **End Use System Drawings - 1:200 - including Schematics**

As required to fully define the works, to include (not exhaustive):

i) External lighting, external services and external security

ii) Heating, ventilation, domestic water services, cooling, specialist systems, building management system

iii) Fire, security, lighting (including emergency lighting), small power, data, switch panels, USB ports

iv) Plant room drawing (internal and external) – see plant room drawings section (1.5.2.20 f)

v) Primary distribution, services routes and risers

vi) A cross section of a typical circulation space

vii) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

viii) The contractor shall co-ordinate this with the architectural, structural and other disciplines

d) **Environmental Controls - Mechanical**

Heating and ventilation strategy including: types of heat sources and emitters; system schematic; controls report and drawings, as required to fully define the works, to include (not exhaustive):

i) Details of the controls for the heating, cooling and ventilation

ii) This shall be provided for all spaces including but not limited to; teaching and learning spaces, store areas, circulation, offices, large spaces, halls, sports hall etc
e) **Environmental Controls Package - Electrical**

Controls Report and Drawings, as required to fully define the works, to include (not exhaustive):

i) Lighting strategy and daylight design strategy (including circulation areas), with example analysis for a typical classroom and main hall using climate based daylight modelling; lighting layouts and luminaire and lighting control schedules for typical spaces; emergency lighting strategy; schedules of surface reflectance and gloss factors for typical spaces

ii) Details of the Fire Strategy, Including the Cause and Effect Matrix

iii) These shall be provided for all spaces including but not limited to; Teaching and Learning Spaces, Store areas, Circulation, Offices, Large Spaces, Halls, Sports hall, Kitchen etc.

f) **Plant Room Drawings - 1:50**

As required to fully define the works, to include (not exhaustive):

i) All internal plant room layouts

ii) All external plant room layouts

iii) The drawings should provide sufficient detail to demonstrate safe working and clearance for maintaining and replacing Plant

iv) A plant replacement strategy

v) Health & Safety - Inclusion of Safety Health & Environment (SHE) boxes, hazard identification, etc.

g) **Non-Technical Elemental Materials and Component Specification**

Schedule, as required to fully define the works, to include (not exhaustive):

i) Mechanical Works

ii) Electrical Works

iii) External Works

h) **Building Services Specification**

Submission of a high quality and completed engineering NBS or equivalent detailing materials, workmanship and standards, in the context of new and refurbishment / remodelling works for major for principal mechanical & electrical systems and components.
i) **Proposed Manufactures**

Schedule, as required to fully define the works, including details of suppliers and maintenance / replacement programmes to include (not exhaustive):

i) Schedule of major or common mechanical fittings and equipment

ii) Schedule of major or common electrical fittings and equipment, including luminaires

j) **BREEAM Report or Equivalent**

Where Required by local conditions, a BREEAM Pre Assessment to be submitted (or in some cases the equivalent).


As required to fully define the works, to include (not exhaustive):

i) Introduction to the project

ii) Assessment of local planning requirements, Part L requirements (Including PART L2A BRUKL and/ or Part L2B Consequential Improvements) and Employer’s Requirements

iii) Approach to optimising energy use (see Section 2: Annex 2H:Energy): be lean; be clean; be green - strategy to reduce heat losses through doors and from ventilation; strategy for any low and zero carbon technologies

iv) Concept model output data tables (see Section 4.2: Annex 2H:Energy) or analysis of energy consumption of Existing Building(s) (see Section 6: Annex 2H:Energy) for refurbishment/remodelling projects

v) Comparison of energy targets with predicted end use energy figures (see Section 3)

vi) Monitoring and targeting strategy (see Section 5: Annex 2H:Energy)

vii) Building performance evaluations review and monitoring plan

viii) Incoming services - the Contractor shall evidence the peak electrical, water and natural gas loads to the site. The Contractor shall demonstrate if the existing incoming Services are to be re used or new services are required

1.5.2.21 **ICT Infrastructure Proposals**

a) **ICT Requirements:**
i) ICT CPs document that fully address the DfE’s Design Brief \ SSB requirements for new and existing assets

ii) Wireless heat maps to support proposed WAP numbers, coverage and locations

iii) Server room and any hub room locations identified on drawings (min scale 1:200)

iv) Server room layout drawings setting out access to front and rear of cabinets with sufficient circulation and access spaces (min scale 1:50)

v) Drawings setting out cable runs between server and any hub rooms to illustrate diverse routing (1:200 scale)

vi) Logical network diagram illustrating stacking, switch interconnects and server/hub room links. All switch models to be identified, All connections to be labelled for speed and to illustrate bonding where applicable

vii) Calculation of “U” count for each cabinet provided

viii) Full equipment list including manufacturer and model number for all infrastructure (switches, UPSs, WAPs and any controllers, phone equipment

ix) Cost matrix detailing ICT solution

x) Teaching wall layout including load bearing or patressing, dado height, projector and interactive screen heights and horizontal positioning

xi) List of ICT items included in Reviewable Design Data (RDD) (minimum power and data positions and power and data schedule setting out volumes of power and data outlets by room)

xii) Cut off point for the use of the Local Delivery engineer days

b) Construction Programme - inclusive of ICT Milestones:

i) Server decant, and reinstallation

ii) Broadband connection, & telephony connection

iii) Server room ready to receive equipment

iv) 3rd party \ Employer installation (routers, admin switches & servers e.g.)

v) IT Equipment decant & relocate, and furniture decant & relocate

vi) Training for individual items incl switches, telephony, wireless
vii) O&M completion
viii) Testing plan submission for DfE approval
ix) Testing on site
x) First fix and second fix
xi) Post Award ICT Meetings (PAM)

**c) Network final:**

i) Re-evaluated equipment provision to take account of end of life equipment and latest ratified Wi-Fi standard, and final list issued for approval

ii) Final network topology diagram issued for approval

Lists issued to school for completion

iii) Telephone extensions

iv) Equipment decant lists and relocations, details of Employer actions responsibilities and logistics

**d) Reviewable Design Data (RDD) plans**

With Fittings, Furniture and Equipment (FFE) and ICT included, and signed-off by DfE and school (used at first fix and testing stage).

**e) Agenda for ICT \ PAMs.**

**1.5.2.22 Area Data Sheets (ADS)**

**a)** Fully developed and completed Area Data Sheets on the Pro-Formas included in the Employer's Requirements.

**b)** For refurbishment/remodelling Works, relevant plans, section and elevations to be included, along with (and cross referenced to) the completed Refurbishment Scope of Works (RSoW).

**c)** Where the Contractor requires to derogate against the Employer’s Requirements, a derogation schedule will be required (as in Part A, Appendix 2):

i) To set out and reference the specific DfE’s Generic Design Brief (GDB) clauses to which they relate to, with detailed reasoning as to the non-compliance

ii) To be aligned with, and be cross referenced to the information included in the Areas Data Sheets (ADS) and the Refurbishment Scope of Works (RSoW)
d) An appended clarification schedule shall be provided to capture where compliance with the Employer's Requirements is not relevant to the project.

e) The Derogation schedule shall be updated by the Contractor, as and when there are changes as a result of Variations / Changes and/or changes in accordance with Review Procedure / Contractor's Design Submission Procedure.

f) The Contractor shall notify the Employer of any derogations to the Employer’s Requirements or issues, not previously identified in the derogation schedule (in Appendix 2 of Part A), the completed Area Data Sheets (ADS) or the Refurbishment Scope of Works (RSoW), immediately they become apparent.

1.5.2.23 **Fittings, Furniture and Equipment**

a) Developed Furniture Schedules (DFS) for All Room / Accommodation / Space Types Fittings, fitted furniture and fixed equipment specifications with photographs / illustrations of the major types of furniture / equipment to be supplied (i.e. worktops, laboratory tables, storeroom shelving etc.)

b) [Decant of Legacy Fittings, Furniture and Equipment (FFE)]

Supporting information shall be included in terms of a detailed methodology including responsibility matrix for Fittings, Furniture and Equipment (FFE) decant, with the dates aligned with the Decant Protocol.

The Decant Protocol shall be issued as a DRAFT at the Pre Construction Contractor Proposal Stage, and the updated version issued in line with the programme requirements [at least five months] prior to the completion date (for Employer approval), and finalised [at least two weeks] prior to Completion for each phase.]

c) [School-specific Legacy Serviced Equipment Schedule]

The School-specific Legacy Serviced Equipment Schedule will have been appended to the School Specific Brief, as part of the Feasibility Study. This should identify the decant requirements, existing room location, servicing infrastructure requirements and potential upgrading costs.

The Contractor is to provide an update to this schedule, based on their own survey where appropriate, and is responsible for the co-ordination and logistics and shall provide details of:

i) The proposals for decant items to be relocated, and where to

ii) The infrastructure requirements

iii) The proposals for installation and commissioning

iv) The proposal for integration with the MEP and ICT works by others
v) Interfaces and required approvals between all stakeholders / third parties with a vested interest in the works]

d) [School-specific Legacy Fittings, Furniture and Equipment (FFE) Schedule]

The School-specific Legacy FFE Schedule will have been appended to the School Specific Brief, as part of the feasibility study. This should identify the decant requirements, room location, date of purchase, condition etc.

The Contractor is to provide an update to this schedule, based on their own survey where appropriate, and show details

i) Items to be relocated, as part of the Decant, and where to

ii) The proposals for decant items to be relocated, and where to

iii) The proposal for any items which are no longer required, or not required to be decanted

iv) The shortfall of FF&E which will need to be purchased by others, and when i.e. outside of the contract works

iv) The proposal for integration with the MEP and ICT works]

1.5.3 Works Programming

The Contractor shall submit Programmes for the execution of the Works which shall include the following:

a) Programme for Design

To include review and coordination dates for:

i) Contractor’s Design Submission Procedure

ii) Fittings, Furniture and Equipment (FFE) layout and specification development and completion, including:

   • Loose FFE (internal and external), and when legacy list (as well as the shortfall list) will be frozen
   • Specialist FFE (including set-up, and relevant testing and compliance commissioning), and when legacy list will be frozen

iii) MEP development and completion

iv) BIM review

v) Planning conditions discharge dates

vi) Building Regulation submission and approval dates
vii) All matters relating to Party Wall and Boundary Wall Awards

viii) Any other dates for statutory obligations

ix) Sub-contract design packages

x) ICT Infrastructure works and decant incorporating:
   - Identify when ICT will be addressed in the Contractor’s Design Submission Procedure
   - Broadband and phone orders placed
   - Identify when legacy equipment list will be frozen
   - Identify when any infrastructure re-specification will take place
   - Broadband and phone lines moved
   - Server and hub room fit out
   - Cabling fit out
   - Staff training dates

xi) CDM obligation dates

b) **Programme for Construction**

   Shall include (not exhaustive) dates (for each phase) for:

i) Start and completion/handover

ii) Site progress meetings

iii) Mock-up/Sample room inspection

iv) ICT programme requirements (see ICT section)

v) School holiday/closure date(s)

vi) Such dates as can be made available or the commencement and completion of all contracts for works not forming part of the Scheme Contract which the Employer has placed or intends to place direct and the existence of which have been made known to the Contractor

vii) Training and familiarisation process

viii) MEP power on/heat on dates, and the testing and commissioning period(s)

ix) Health and Safety file issue (prior to Practical Completion), including all Sections
x) Soak Test

xi) Snagging period

xii) Handover and Decant (to be aligned with the Decant Protocol)

xiii) Building Performance Evaluation Dates (6 months and 12 months post-handover)

xiv) End of Defects Liability Period / Rectification Period

xv) Final completion/update of Health and Safety File, including seasonal adjustment record

c) **[Decant Protocol and] Programme**

[The Decant Protocol shall be issued as a DRAFT at the Pre Construction Contractor Proposal Stage, and the updated version issued in line with the programme requirements [at least 6 months] prior to the completion date (for Employer approval)), and finalised [at least two weeks] prior to Completion for each phase.]

As required to fully define the works, to include (not exhaustive):

i) Detailed programme (for each phase)

ii) Roles and responsibilities

iii) Named leads (Employer representative and Contractor)

iv) Equipment installation and testing

v) Deliveries up to and around Handover to allow coordination of on-site building trades, FFE installations and ICT networking and ICT and FFE decant details, including method statement, set-up and commissioning periods

vi) A nominated ICT implementation test date

vii) Interface requirements including for Fittings, Furniture and Equipment (FFE), ICT and MEP provision

viii) Method, dates, timescales and responsibilities for packing, moving, unpacking, and crate/box collection

ix) Storage agreements and timings for packed boxes/creates, legacy and new)
x) Dates for required risk assessments

xi) Dates when the School will need to pack and unpack, or any other requirements

The Programme will be a linked bar chart programme and will be plotted from the computer software intended for the project. The critical paths must be clearly shown on the linked bar chart.

The Contractor shall show on the Programme each stage of both the design and construction of the various elements of the Works so as to illustrate the latest dates by which instructions requiring changes can be accommodated in each part of the Works without affecting the completion (of any Relevant Part) thereof. Thereafter, the Contractor shall amend and revise the Programme as required by the Scheme Contract and as required by the Employer. In so doing, the Contractor shall obtain from all statutory bodies and use his best endeavours to obtain the same from all sub-contractors including those made known to him during the course of the Works, and any updating in their progress or programme which has occurred or is likely to occur and incorporate this in the revised Programme.

The Contractor shall record progress on a copy of the Programme kept on Site. If any circumstances arise which may affect the progress of the Works, he shall put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

[The Contractor shall source and install fair and reasonable, fit for purpose temporary accommodation required by the Employer as a consequence of any delay to the completion of the Works. The Employer shall enter into any agreement for hire of such temporary accommodation with the temporary accommodation provider.]

1.5.4 Progress Reporting and Communications

The Contractor shall prepare systems and procedures to comply with the lines of communication and reporting procedures to be contained in the Scheme Contract. Such procedures shall be presented in the Contractor’s Proposals as part of the Project Execution Plan described above.

a) Project Meetings

The Contractor shall hold regular project meetings to co-ordinate the Works. Representation at the progress meetings will be afforded to the Employer to be kept abreast of all aspects of the scheme development and construction progress.
The Employer is entitled to request the attendance at progress meetings of its Advisors (ICT, Health and Safety, Technical, Cost, Design, FFE and Planning).

The Contractor will hold project meetings at not less than monthly intervals throughout the duration of the Works. The meetings will generally be held on Site and will be chaired by the Technical Advisor. The meetings will be attended by the Employer and the Employer’s Advisors from time to time. The Technical Advisor may from time to time request the attendance of representatives from sub-contractors or principal suppliers, and the Contractor will not withhold a reasonable request.

The Contractor shall:

i) Prepare and agree with the Technical Advisor the timing and agenda for each progress/co-ordination meeting
ii) Publish the agenda giving adequate prior notice of each meeting and
iii) Be responsible for minuting the meetings

The agenda for each meeting shall include:

i) The Contractor’s monthly Progress Report
ii) The Health and Safety File update
iii) Design Development Register \ Approvals log \ ICT co-ordination
iv) The Handover Checklist
v) Risk Register review
vi) Design update, RDD, RFIs

The Contractor shall also hold regular design meetings. He shall ensure that the meetings are properly attended by his own design team. The Contractor, if requested, is also required to inform the Technical Advisor in advance of the timing and the Agenda for these meetings and is to provide minutes of meetings to the Technical Advisor.

b) Progress Photographs

The Contractor shall take digital photographs of the Works at key construction stages and a minimum of 30 photographs at monthly intervals to record progress. More photographs are expected on complex projects / sections of projects.

Photographs shall be issued to the Technical Advisor electronically or by disk. All photographs shall be treated as confidential information unless otherwise directed by the Technical Advisor.

c) Monitoring

The Contractor shall prepare and submit Progress Reports at monthly intervals, including but not limited to the following:
(i) the Contractor shall monitor progress by “marking-up”, at not more than monthly intervals, the site copy of the Programmes to indicate the actual progress of all activities shown thereon. If any circumstances arise which may affect the progress of the Works the Contractor shall put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time

(ii) review of the risk register

(iii) any matter affecting completion

(iv) summary details on the issue and status of design development documentation; and status of all required approvals

(v) Health and Safety Report; including statement that site welfare facilities comply with the relevant standards

(vi) any grounds for dispute that have occurred or are foreseeable including their progress and measures to resolve such issues

(vii) progress of any Change / Variation

(viii) the anticipated dates for completion of the Works and Change/Variation works and

(ix) a written statement confirming that all construction issue design and production information for the relevant period is in accordance with the Employer’s Requirements and Contractor’s Proposals except in so far that the design and production information has been altered by a Change / Variation.

One copy of each report and Programme prepared by the Contractor shall be kept on Site and five copies shall be supplied for the use of the Employer. Reports and programmes shall be prepared, monitored and maintained by a suitably qualified person who is to retain close contact with the Site until completion of the Works.

Submission of Progress Reports, etc. will not relieve the Contractor of his obligations under the Scheme Contract, will not constitute the agreement of any delays etc. shown thereon, will not affect the Date(s) for Completion and will not relieve the Contractor of his responsibility to complete the Works by the Date(s) for Completion.

1.5.5 Handover Requirements for Practical Completion

Subject to the terms of the Scheme Contract the Works will generally be considered to be practically complete when there are no outstanding defects (except for minor remedial items or snagging) and the building can be put to its intended use, refer also to RICS Guidance note “Defects and rectification 1st edition”
Failure to provide any of the following requirements may be considered by the Employer as not providing Works in accordance with the Contract and as such, may be used by the Employer in determining whether practical completion has been achieved. A handover checklist shall be provided, maintained and managed by the Contractor in the run up to PC, with columns added for each Phase as necessary, and completed for each relevant item. The checklist shall include the following (not exhaustive):

1.5.5.1 Contractor Sign-off Matters

i) Contractor shall provide written confirmation that “The Works” have been carried out and constructed in accordance with the Employer’s Requirements and the Contractor’s Proposals, and any Consents (including relevant planning approvals)

ii) Contractor shall provide written confirmation that The Works have been designed, constructed, remodelled or refurbished in the forms and materials described and as approved in any planning approvals and the Employer's Requirements and Contractor’s Proposals

iii) Any New Buildings have been located on each of the Sites, together with external hard and soft play and landscaped areas, and with the sports and recreational facilities as shown in the Employer's Requirements and the Contractor’s Proposals and as approved in any planning approvals

iv) External fencing, gates, security equipment, vehicular and pedestrian access are complete as described in the Employer's Requirements and the Contractor's Proposals

v) Any Buildings that are to be made weatherproof and watertight as part of the Works are weatherproof and watertight

vi) The Building Services and drains comply with the Employer’s Requirements and the Contractor’s Proposals in all material respects

vii) The Buildings, and where relevant the Sites, are clean and tidy and all debris, surplus material and rubbish has been removed

viii) The Contractor has provided all necessary information to enable the occupation and use of each Building comprising, or forming part of, the Works in accordance with the Contract

ix) The Contractor has provided a planned maintenance programme in relation to the Works or the parts of the Works in accordance with the Contract
x) The fire and intruder alarm installations and any other security related equipment are complete to a sufficient standard to allow a fire certificate to be issued

xi) The mechanical and electrical plant and equipment have been tested on site to ascertain compliance with the Employer's Requirements and the Contractor's Proposals and meet those standards

xii) All mechanical and electrical installation work is complete and the plant and equipment are safe for use

xiii) ICT Infrastructure tests have been carried out against the DfE ICT Testing Schedule and have been met

xiv) The decanting into the New/Refurbished/remodelled buildings have been completed in accordance with the provisions of the Decant Protocol

1.5.5.2 Other

i) Fire Performance/Resistance of materials used in construction has been certified as meeting all relevant standards and legislation

ii) Management of snagging process is agreed

iii) Insurance Transfer has been agreed between all parties

1.5.5.3 Warranties

All collateral warranties required have been provided.

1.5.5.4 Fire Officer, and Building Control Sign Off

Inspection and sign-off.

1.5.5.5 Planning Conditions Discharged

Schedule complete and sign-off.

1.5.5.6 Contractor Design Disciplines

Inspection and sign-off.

1.5.5.7 Lifts

Confirmation that the lift installation meets current Building Regulations and DDA requirements.

1.5.5.8 General Items
i) Sample/Mock-up Room inspection, and snagged/ standards agreed

ii) Keys (Handed Over) (Schedule); Keys, swipe cards, proximity cards and other access control devices provided as part of the works have been labelled and formally handed over to the school or maintenance provider

iii) Building naming and room numbering agreed

iv) Contractor’s Design Submission Procedure

v) Certificate of conformity to FSC for all timber

vi) SAP Calculations/ Air Test Certificate

vii) Asbestos clearance certificate and updated asbestos management plan

viii) Acoustic testing to the requirement of BB93

ix) Fibre Optic certification to be issued

x) Road / sewer adoptions licence

xi) Performance demonstration of MEP systems in use - Soak test (please refer to 1.5.7.2 for further information on Soak tests). Training and demonstrations may proceed during this period

1.5.5.9 **Meter Readings** (to cover):

i) Electricity, Water, Gas and any other metered charges

ii) Project Commencement and Project Completion

iii) Existing and new supplies

1.5.5.10 **Other**

i) Schedule of Spares / Materials / Tools issued to School / Employer

ii) Underground drainage cleaning and CCTV condition survey

iii) Signage (non-statutory) - Install signed off

iv) BREEAM Post Completion Sign Off

v) EPC / DEC Energy Performance Certificates

vi) Party Wall Awards Discharged

1.5.5.11 **ICT**
i) All decanted equipment is in the correct location or secure store and on the correct furniture

ii) Server room clean, secure, and cooling systems functional; cabinets safely accessible

iii) The Final Asset Register is complete and provided

iv) Demonstrate wired network connectivity

v) Demonstrate that all uplinks from a server room to hub room or cabinet are working

vi) Demonstrate that the management software on switching infrastructure is in place and can connect to switches, individual ports, and connected devices

vii) Demonstrate UPS is functioning on server(s) and core switch(es)

viii) Demonstrate that all wireless access points (APs) can be seen from the controller, and all SSIDs are available when roaming from all areas of the building(s)

ix) Demonstrate that appropriate numbers of user devices can connect simultaneously – e.g. 30 in a classroom to a live internet feed and server held video media

x) Demonstrate that all classroom A/V is functional on all teaching devices

xi) Demonstrate that a telephone can make an outgoing and receive and incoming call

xii) Demonstrate that voicemails can be received and sent to email

1.5.5.12 [Decant Fittings, Furniture and Equipment (FFE)]

i) A Migration Manager will be appointed by the Contractor. He or she will be the sole point of contact for the Contractor for the decant. The Employer will designate a corresponding School Representative in accordance with the decant timescales, who will be solely responsible for direct liaison with the Migration Manager and the issue of any instructions

ii) The decant process is to be carried out in accordance with the Decant Protocol timetable
iii) Roles and responsibilities agreed between Contractor, Moving Contractor and School

iv) Condition Survey of Fittings, Furniture and Equipment (FFE) to be completed (loose and specialist)

v) The Contractor shall ensure that delivery of FFE is not before the Building is ready to receive it

vi) The Contractor shall agree with the Employer the location that any new FFE shall be delivered to, as defined in the School Specific Brief (SSB). The space(s) should be sufficiently large to store the items and to allow assembly of flat packed items

vii) The Contractor shall liaise with the Employer to ensure Legacy items are securely stored for the duration of time they are not in use, unless the School has agreed to take responsibility for the serviceability and temporary storage of any item, as specified in the School Specific Brief (SSB)

viii) The Contractor shall be responsible for managing the programming and delivery of any additional items of FFE to meet the project delivery programme requirements

ix) Moving / Carrier company engaged with school/ agreed meeting schedule in place

x) Moving company have assessed school materials

xi) Plan & Programme agreed

xii) Plan for packing, moving & unpacking and crate/box collection agreed with School

xiii) Confirm period crates / boxes can remain with the school before contract charges take effect. Also confirm charges for missing crates

xiv) Agree collection point for crates / cartons

a) [Specialised FFE Equipment]

i) Agree list of specialist equipment to be moved

ii) Room by room layout agreed in new build

iii) Infrastructure in place to support installation
iv) Agree condition of equipment to be moved, and upgrades/repairs required

v) Agree rooms’ equipment to be moved in to

vi) Sign off of equipment following move]

1.5.5.13 [Existing School Agreements / Maintenance & Lease Agreements:

- Security Shutters
- Telephone system, including phone lines
- Boilers
- Fire Alarms
- Sanitary ware
- Photo Copiers
- Security Systems/ Door Entry
- CCTV
- Sprinklers
- Lifts
- External Landscape
- Water fountains / bottles
- Catering Provision
- Toilet roll, hand dry paper, hand wash, sanitary bins]

1.5.5.14 Snagging

- Snag system agreed & demonstrated
- Agree dates for snagging
- Employer & Contractor snagging team agreed
- Contractor snagging completed
- Employer snagging completed
- Back snagging sign off completed

1.5.5.15 Non-Conformance

Any non-conformance notices issued closed out

1.5.5.16 End User Training, including:

- Training programme to be issued and agreed, all training sessions to be recorded and provided in digital format in the user manual
- Confirm end users names to receive training.
- H&S file (all sections)
- Access controls
- Building induction
- Access and egress from roof incl. roof maintenance access and walkway systems
- Movable acoustic wall demonstration
• Drainage and sanitary systems
• Roller shutter Ironmongery/ door closures
• Electric windows / teleflex / blinds
• IPS
• Landscaping / maintenance
• Security systems including door access and Intruder alarm system
• Boilers
• Air system (including heat recovery units)
• Water systems
• Split air conditioning unit
• BMS - including adjusting holiday periods, temperatures & energy management
• MEP plant asset list
• Fire alarms
• Sprinklers
• Fire strategy & emergency procedures
• CCTV
• Teacher Walls
• ICT, including WIFI & switching equipment
• Telephone solution
• Portable hearing loops
• Lifts
• Extract fans,
• Maintenance access strategy / window cleaning
• Catering equipment
• Training/ hydro pool
• Mains, sub mains power and small power
• General lighting and controls, including external
• Specialist lighting installations e.g. theatre, floodlighting
• Emergency lighting
• Disabled alarms, and disabled alarms refuge alarm
• Incoming services – gas, water and electricity
• Heating – including underfloor
• iSERV data uploading, validation of meter and sensor data, and reports
• and energy management

1.5.5.17 **Documentation**

Health and Safety File content (Appendix 4 of CDM 2015) including:

**Testing and Commissioning Certification**

i) **Mechanical** (Heating and Ventilation and Cooling), including:

• Primary Fresh Air Supply Test Certification (if applicable)
• Gas Appliance Commissioning certificates
• Incoming gas supply - pressure test
• Air Leakage Test Sheets - for building envelope to Part L
• Ductwork air leakage tests
• Fume cupboards
• Ventilation system air balancing/commissioning
• LEV systems/3D printers/Laser cutters/D&T workshops
• Boiler commissioning
• Gas safety certificate
• Science lab gas systems
• Heating system pipework pressure test & balancing
• SBEM and SAP calculations - Design and EPC
• Incoming water main
• BMS /Controls
• iSERV data upload

ii) **Electrical** (Lighting, Power, Lightning Protection, CCTV Fire Alarms), including:
• Emergency Lighting
• Lighting Lux Level Testing
• General lighting and controls, including external
• Electrical Test Certificate to BS7671
• Electrical(Lighting, Power, Lightning Protection, CCTV Fire Alarms)
• Lifts
- Access Control Commission Certification
- CCTV Commissioning Certification
- Generator Service and Test Report / Commissioning (if applicable)
- UPS (Uninterrupted Power Supply) Test Certification / Commissioning
- Manufacturers Test Certification and warranty for copper cabling infrastructure; Manufacturers Test Certification and warranty for fibre cabling;
- Log files for all switch and port configuration
- VLAN configuration, IP ranges provided
- Final network topology diagram provided with Wireless Access Point locations;
- WAP configuration information provided
- Patching schedule provided
- Telephone extensions list
- Telephone system configuration information
- Flat roof electronic test results
- Fire-Stopping Protection Certificate and Register (and photos)
- Smoke / Fire Alarm / Suppression System Telephone Lines Tested
- AV Systems Commissioning and Acceptance Certificate
- Security / Intruder Alarm Commissioning Certification
- BMS / Power Metering Commissioning Certification
- Test Certificates for the Secondary / back up electricity supplies
- Signed Schedule of issued Warranties on all White Goods and Electrical Goods issued to Employer - complete with Instruction Manuals and guarantee cards
- Copies of Lightning Protection Certificate (If Applicable) BS6651 BS7671
- Testing and certification Disabled alarms, and disabled refuge alarms
- Soundfield systems & acoustic tests
- Period bell/class change system

iii) Public Health (Water, hot water), including:
- Radon risk assessment and remediation
- Drainage CCTV carried out and issued
- Underground drainage test / CCTV survey
- Water Quality / Flushing Test Certification in accordance with L8
- Chlorination Certificate
- Legionella risk assessment
- Sprinkler Installation and Pressure Test Certificates

iv) O&M Manual
- Format agreed issued for Comments & comments returned
- End User Trained on Content & Final Version Issued

v) Health & Safety File Information
- Information Agreed Issued to Principal Designer
- Signed off by Principal Designer

vii) Building Log Book
- Format agreed as CIBSE TM31 to Part L Issued for Comments & comments returned
- End User Trained on Content. Final Version Issued

vii) Building User Guide
- Format agreed, including one page wall mounted control strategy for non-technical users adjacent to controller in each teaching spaces
- Issued for Comments & comments returned Final Version Issued
- End User Trained on Content.

viii) Demolition and reinstatement

Detail of demolition phase to be agreed, including compound area, site hoarding, noise considerations, H&S considerations,
reinstatement of dark ground (including maintenance and protection - if to be landscaped) etc.

- Decant Site on completion of Works:
- Temp electrics, water and phone lines removed from site Risk register updated
- All materials on site removed All hoarding removed off site
- All making good of compound areas completed IMS Actions Closed Out
- Remaining Works i.e. grass/plant maturing protection and maintenance

1.5.6 Defects Liability Period Requirements

a) Contractor Activities

Prior to handover, the Contractor shall agree the details (roles and responsibilities, and programme) of the following activities during the Defects Liability Period / Rectification Period:

i) Defect recording process agreed, including method for prioritising
ii) Key contact details (including out of hours/emergency)
iii) Defect log agreed
iv) Defects rectified
v) Defects tracker including in final H&S file

b) Building Performance Evaluation (BPE)

The purpose of the BPE is set out in the DfE's Generic Design Brief (GDB).

The Contractor shall support the school building users by carrying out BPE Reviews at 6 months and 12 months after handover. This shall comprise:

i) analysis of information on the project before the visit
ii) site visit and walk round/meeting with the school – the Contractor (including contract manager, MEP and controls specialist)
iii) photos of the school/ elements reviewed
iv) completion of an FM questionnaire
v) completion of a teaching staff questionnaire
vi) review of the BMS system and energy data

Follow up actions after the initial meeting shall comprise:
vii) analysis of the data collected for each school

viii) compilation of a report on all findings, energy trends and observations from each school – aimed at DfE and Contractor

ix) compilation of short summary report that will go back to the school

x) overall report on the batch of schools for DfE, if part of a batch project

All reports to follow the standard DfE format for BPE reviews.

The Contractor shall refer to the guidance published by the DfE for the full methodology on conducting BPEs.

c) **Seasonal commissioning adjustments** shall be conducted throughout the first year of the building's performance following handover by the Contractor, giving the Employer and School at least 1 weeks’ notice of any activities.

d) **Energy Monitoring and Benchmarking** - verification of system performance via iSERV. Energy data upload to carbonbuzz (for first year's performance) and iSERV (monthly, weekly or preferably daily during first year)

e) **Final completed H&S file updated** - minimum of one hard copy to School, and three electronic copies.

f) **Personnel Information**

The Contractor shall submit:

i) the names and CVs of senior management personnel (on and off-site) whom the Contractor will appoint for the Scheme Contract, together with a site organisation chart

ii) the names of designers and other consultants whom the Contractor will employ for the Scheme Contract and

iii) the names of sub-contractors to whom the Contractor will sub-let, identifying the scope of work for each

g) **Insurance**

The Contractor will provide all insurances as required by the Scheme Contract in relation to the project.

1.5.7 **Record Drawings and Documentation**

Record drawings and documentation to be provided by the Contractor as set out in the Scheme Contract and given below with clause references:

On or before and as a condition precedent to practical completion the Contractor shall without further charge supply to the Employer in relation to the Works drafts of:
1.5.7.1 **Health and Safety File**

a) The aim is to provide a standard and comprehensive format for handover at the completion of a project, which ensures that required information is produced, in a readily accessible detailed form, in a consistent manner. It has been derived from HSE document – “Managing health and safety in construction – Construction (Design and Management) Regulations 2015” - L153 Guidance on Regulations.

b) For each phase of the Works, the Health and Safety File should be issued as a draft, issued for comment prior to the Completion Date, in accordance with the Scheme Contract, finalised within 30 business days of the Completion of the works Completion, and then updated/finalised by the Contractor at the end of the Defects Liability Period / Rectification Period.

c) There may be elements of the Health and Safety File which will need to be replicated in Part 4: Key Information. The Part 4 is intended to be a document which is referred to frequently by the School, and hence should include things the School will need to refer to on a day-to-day basis.

d) The Contractor will be required to provide two hard copies of this information and two electronic copies in AutoCAD format (or as requested by the Employer). Part 4: Key Information, should be formatted and issued so that it can be extracted as a separate document, if required by the School/Employer.

e) The Health and Safety File should be updated as and when each Phase is completed (with clarity on which parts relate to each Phase), and updated/finalised by the Contractor at the End of Defects. The document should include the names and signatures of: Principal Contractor, Principal Designer, Employer Representative.

f) The Health and Safety File example structure is suggested as below, and shall clearly indicate each phase of the Works, where relevant. An alternative structure will need to be approved by the Employer and must satisfy Appendix 4 of CDM 2015.

**PART 1: HEALTH & SAFETY FILE**

Introduction and Handover Documentation

Section 01: General Project Information

1.1.1 Location
1.1.2 Brief description of the Works carried out
1.1.3 Parties involved in the delivery of the project

Section 02: Design Information

1.2.1 Project hazards including any remaining residual hazards
1.2.2 Relevant survey information
1.2.3 Design statements and strategies for cleaning, maintenance, replacement and demolition
1.2.4 Key structural principles and safe working loads
1.2.6 As-Built drawings (Architect, Structural/Civil Engineer, Building Services Engineer, Landscape Architect, etc.)

Section 03: Construction Information
1.3.1 Residual hazards/risks including specialist sub-contractor works
1.3.2 Information and as-built drawings of the building, its plant and equipment (e.g. the means of safe access to and from service voids and fire doors
1.3.3 The nature, location and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc.

PART 2: BUILDING FABRIC MANUAL
2.1 Construction Methods and Materials Summary
2.2 Guidance/instructions for future building maintenance (PPM) including access details for window cleaning, etc.
2.3 Health and Safety information about equipment provided for cleaning or maintaining the structure.
2.4 Manufacturer’s data/specification details for future maintenance.
2.5 Certifications of compliance/ test and commissioning
2.6 Warranties

PART 3: OPERATIONS & MAINTENANCE MANUALS

Section 01: Mechanical Installation and Future Maintenance Details
3.1.1 Mechanical Installation Summary including location of services
3.1.2 Detail nature, location, markings of services including gas, water and fire-fighting services (including emergency isolation points)
3.1.3 Guidance/instructions for future maintenance (including PMP 5 year programme).
3.1.4 Manufacturer’s data/specification details including future maintenance and plant asset list
3.1.5 Certifications of compliance/ test and commissioning
3.1.6 Warranties
3.1.7 Record of original controls settings and seasonal adjustments

Section 02: Electrical Installations and Future Maintenance Details
3.2.1 Electrical Installation Summary
3.2.2 Detail nature, location, markings of electrical services and underground cables (including emergency isolation points)
3.2.3 Guidance/instructions for future maintenance (including PPM 5 year programme)
3.2.4 Manufacturer’s data/specification details including future maintenance and plant asset list
3.2.5 Certifications of compliance/ test and commissioning
3.2.6 Warranties
3.2.7 Record of original control settings and seasonal adjustments

Section 03: ICT Installation and Future Maintenance Details
3.3.1 ICT Installation Summary
3.3.2 Detail nature, location, markings of ICT Infrastructure
3.3.3 Guidance/instructions for future maintenance (including PMP 5 year programme)
3.3.4 Manufacturer’s data/specification details including future maintenance
3.3.5 Certifications of compliance/ test and commissioning
3.3.6 Warranties
3.3.7 Record of original control settings

Section 04: Building Log Book
Building log book in compliance with part L in CIBSE TM31 format

PART 4: KEY INFORMATION (items the school will need to refer to on a day-to-day basis)
4.1 Fire Safety Management Plan
4.2 Building User Guide in a format (electronic and hard copy) suitable for the school to use as a separate document to the rest of the H&S File i.e. on a day-to-day basis, sample shall be provided for review prior to practical completion. This shall include comprehensive quick reference sections for all building management instructions and solutions.
4.3 Legionella risk assessment and log book (for L8 compliance)
4.4 Water quality policy document
4.5 LEV log book for 14 month performance tests
4.6 Workplace exposure limits (WEL) for LEV systems
4.7 Fume cupboard risk assessment to HSG 258
4.8 iSERV energy reporting, including a completed K2n Building Asset data sheet
4.9 Building Performance Evaluation (BPE)
4.10 Induction training record

g) The contents of the Health and Safety File shall be filed in the suggested structure above (unless otherwise approved by the Employer).

h) The Health and Safety File contents shall include, as a minimum:

(i) A summary description of the Work carried out. (ii) Any hazards that have not been eliminated through the design and construction processes, and how they have been addressed (e.g. surveys or other information concerning asbestos or contaminated land)
Key structural principles (e.g. bracing, sources of substantial stored energy – including pre- or post-tensioned members) and safe working loads for floors and roofs

Hazardous materials used (e.g. lead paints and special coatings)

The nature, location and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc.

Information and as-built drawings of the building, its plant and equipment (e.g. the means of safe access to and from service voids and fire doors)

Written confirmation from the Contractor’s design consultants that the works have been carried out in accordance with the Scheme Contract. This should include sufficiently detailed statements to provide adequate information for the Employer and end-users to carry out their future duties under the CDM Regulations 2015 to inform designers and contractors required to carry out any future works as may be required

Information regarding the removal or dismantling of installed plant and equipment (e.g. any special arrangements for lifting such equipment)

Health and safety information about equipment provided for cleaning or maintaining the structure

As-built and as-installed drawings, including completed Contractor’s Design Submission Procedure, and completed DfE Area Data Sheet (ADS) data (Incl. Refurbishment Scope of Works (RSoW) and associated drawings)

Plan / site layout, showing in particular protected areas, fire doors, alarms, fire-fighting equipment, escape routes etc.

COSHH assessment of material used and equipment installed

Planning Application and Approval - Record of the information submitted (and any subsequent amendments), including details and notifications of Conditions discharged, the Design and Access Statement and Section 77 additional supporting information to evidence that the design/specification of external areas meets the planning requirements, including those of Sport England. The detail will be subject to the needs of the planning authority

Building Regulation Approval (original) - Record of details of the initial assessment by an Approved Inspector, record of the information submitted for approval (and any subsequent
amendments), and confirmation from the relevant authority that all conditions under the Building Regulations have been complied with

(xv) BREEAM documentation and approved status - Where it is required to meet planning requirements

(xvi) London Plan - where it is applicable, provide required supporting documentation to evidence that the scheme meets the directives of the London plan and the Supplementary Planning Guidance (SPGs)

(xvii) Written confirmation from the local Fire safety responsible body (i.e. Fire Authority, Building Control) that the completed building meets their requirements

(xviii) Written confirmation from the Contractor’s design consultants that the works have been carried out in accordance with the Scheme Contract

(xix) Induction Training and Familiarisation Record

(xx) Defect Period reporting plan

(xxii) Legionella risk assessment in accordance with L8

(xxiii) A comprehensive fact file of all building elements and systems

(xxiv) Functional diagrams of major systems / processes

(xxv) Fire safety management plan

(xxvi) Operating and maintenance manuals for all building and engineering service elements

(xxvii) ICT: cable and fibre certificates; warranties for wireless, switches, telephony, and logon details; Network topology plan incl WAP locations; patching schedule. VLAN structure; Switch and port configuration; telephony extensions list

(xxviii) Building Log Book (as below)

(xxix) Testing and Commissioning Schedule, including all Certificates and Approvals

(xxx) Warranties and Guarantees

(xxxi) Originals of all warranties, guarantees and certificates or other documents then available in respect of plant equipment and fittings installed in the Works

(xxxii) Manufacturers and installers’ data and recommendations for the maintenance of building elements
(xxxiii) Data regarding any hazardous substances, including location and handling advice etc.

(xxiv) A schedule listing the names, addresses and contact details of all Sub-Contractors, sub-consultants, and suppliers who have been involved in the Works, along with confirmation that all collateral warranties have been / are being procured from all sub-contractors and sub-consultants with design input

(xxv) All other diagrams, instructions and emergency procedures pertaining to the operation and maintenance of the building, plant and equipment

(xxvi) Local exhaust ventilation (LEV) log book for 14 months performance tests and Workplace exposure limits (WEL)

(xxvii) Seasonal Commissioning Programme

(xxviii) Seasonal Adjustment plan (if required)

(xxix) Building Performance Plan, i.e. how to upload to iSERV

(xl) Plant Replacement Plan

(xli) All survey data and reports

(xlii) Energy Audit

(xliii) The Contractor will provide a 5 year planned maintenance plan (PMP) for “The Works”

**Building Log Book**

As a pre-requisite for practical completion under the Scheme Contract, the Contractor must prepare summary information about the New Building or Refurbished/remodelled Building, its Building Services and their maintenance requirements in a building log book, for compliance with Building Regulations Part L 2006. CIBSE TM31 sets out the information the log book should contain.

The CIBSE Building log book tool kit offer a standard format for the summary. This covers how a building is intended to work and how it is meant to be maintained and serviced. This also provides a means to record the energy use and maintenance of the services within the building.

j) **Building User Guide**

As a pre-requisite for practical completion under the Scheme Contract, the Contractor must prepare a Building User Guide, and include in Part 4: Key Information of the Health and Safety File.

This guide must effectively provide a comprehensive description of all building elements and systems that can be controlled or adjusted by the usual occupant of a room with the school building. It shall describe in easily understandable language how day to day normal operation and function is to be achieved. It shall include:

i) An overview of the Building Services systems installed covering:

- ventilation (including any specialist systems installed in kitchens, science labs, D&T workshops etc.)
- heating
- building management system, automatic controls and monthly data upload to iSERV
- cooling
- domestic hot and cold water
- gas (normal operation and emergency shut off and resetting in science labs and kitchens)
- lighting (manual and automatic controls for electric lighting and use of blinds to control daylighting and glare)
- small power systems
- fire and security systems
- intercoms
- PA/VA
- alarm systems
- lifts
- ICT
- telephones

ii) Building services operation strategy including:

- summary of the operational rationale for each of the above services installed
- issues relating to the zoning of services
- potential operational interactions, such as between ventilation and cooling
• occupant actions required, such as keeping manually operated ventilation open at night to enable free cooling in summer

iii) Occupant controls including:
• what they look like
• where they are located
• what they control
• how they achieve control (with details of local outside settings)
• when the occupants should use them
• feedback on the status, such as lamps and read outs
• special considerations, such as default status (on, off, standby) and relationship of any automatic settings, such as window closure during rain

iv) Energy conservation including:
• benchmark energy consumption targets
• practical steps occupants can take to control and reduce energy consumption (such as minimising cold draughts through opening doors)

v) Training:
• Where training is provided to demonstrate the functional controls, a digital video file of the training provided shall be provided in a format suitable for upload onto the school intranet

1.5.7.2 **Soak Test**

The Contractor, prior to Completion, shall carry out a soak test (details set out below).

Upon completion of the setting to work and commissioning of the services, the Contractor shall perform a soak test of the systems installed. The soak test shall:

(i) Be included in the programme for the Works

(ii) Continue until seven continuous days of plant operation have occurred without fault or failure of any component / function

During the soak test period the Contractor shall:

(iii) Monitor all functions (pressures/temperatures/starts per hour etc.) which shall be trend logged using the microprocessor controls equipment where installed
(iv) Each type of space served by the plant and equipment shall be monitored using temperature data loggers (supplied by the Mechanical or Electrical Contractor) or the BMS system to verify the performance

(v) Any specified noise performance surveys shall also be carried out during this period

(vi) All data shall be downloaded to Excel spreadsheet format (disc and hard copy)

(vii) All data and monitoring results shall be reported to the Employer

Should the soak test fail for any reason, then the results shall be null and void and the test period shall re-commence upon rectification of the problem/failure.

All costs associated with the soak test, such as test equipment, attendance and supervision, shall be included by the Contractor. Any costs incurred as a result of or a consequence of having to restart the soak test shall be at the Contractor's expense.

A successful soak test as described shall be carried out prior to practical completion being granted.

The soak test results shall be included in the Health and Safety File.

1.5.8 Quality Assurance and Monitoring

A system shall be established by the Contractor to enable the Employer’s monitoring of the design and the Works. This process is required entirely for review purposes and shall not constitute a commenting procedure on the Contractor’s design. For the avoidance of doubt, the entire design and construction responsibility shall remain with the Contractor.

Where it deems it appropriate, the Employer itself may review the following:

i) design and construction drawings and documentation of all types and at all stages

ii) any instructed changes to agreed designs and \ or specifications

iii) all construction, installation and commissioning works, including off-site fabrications

iv) the Contractor’s Project Control Systems and Procedures, insofar as they relate to compliance with the Scheme Contract

v) any testing or commissioning of structure, systems or equipment
vi) compliance with the agreed Programme and

vii) compliance with the Employer’s Requirements

1.5.9 **Supervision and Co-ordination of the Works**

The Contractor shall fully co-ordinate the design, procurement and construction.

The Contractor shall be responsible for the co-ordination, supervision and administration of the Works, including all sub-contracts. The Contractor shall arrange and monitor a programme with each sub-contractor, supplier and statutory authority and obtain and supply information as necessary for co-ordination of the work.

The Contractor shall be responsible for notifying and co-ordinating all statutory authorities as and when he requires their services on the Site. The co-ordination shall include for providing the statutory authorities with sufficient information regarding line, level, etc., to enable them to provide and lay mains, cables, etc., to suit the progress of the Works, irrespective of whether payments are made direct to the statutory authorities by the Employer.

The Contractor shall be responsible for co-ordinating the sequencing and setting out of the work on Site, having particular regard to any conflicts, which may arise as a consequence of the interpretation of drawings by operatives.

The Contractor shall make regular visits to the premises of all his sub-contractors to inspect the quality of the work and to check on progress and delivery in relation to the Programme.

The Contractor shall provide facilities and necessary equipment for inspection of the Works by the Technical Advisor at all times prior to the issue of the Notice of Completion of Making Good. This will include for the Contractor facilitating off site visiting for plant testing etc., and to manufacturing bases of suppliers.

The Contractor shall notify the Employer in advance of the date on which lifts, fire protection, mechanical, electrical and security installations will be ready and available for inspection by the Employer’s insurers. The Contractor shall provide all facilities and necessary equipment for such inspections.

1.5.10 **Communications**

The Employer shall require the Contractor to provide one named individual to be the “single point of contact” with the Technical Advisor. Such a member of the Contractor’s organisation should have jurisdiction over both the design and construction disciplines and chair all progress and design meetings, thereby maintaining close contact with the project as a whole.

The Contractor shall provide an emergency telephone number at which the Contractor may be contacted out of normal working hours.
1.5.11 **Risk Register**

The Contractor shall maintain, develop and adapt a risk register. Such a register shall include potential risks to the performance of the Works and their likely probability, financial estimates as appropriate, risks that are within the control of the Employer, Contractor or members of the Contractor’s supply chain.

1.5.12 **Adverse Weather**

The Contractor shall use all reasonable and suitable building aids and methods to prevent or minimise delays during exceptionally adverse weather conditions.

1.5.13 **Measurement**

The Contractor shall give reasonable notice to the Technical Advisor before covering up work.

1.5.14 **Work by Others**

In the event that the Employer requests his own sub-contractor (the term sub-contractor for this clause shall mean any 3rd party with a vested interest in the scheme e.g. school staff, ICT etc.) to carry out works prior to practical completion, the Contractor shall afford these parties all necessary access and attendances. The Employer will seek to notify the contractor of such event at invitation to tender stage, or as early as is possible. The Contractor retain responsibility for co-ordinating the works, including the induction of these personnel. Condition records shall be taken before access has been granted, any damage caused to areas of new work shall only be made good under instruction from the Employer \ Employers Agent once before and after condition records have been reviewed.

1.5.15 **Insurances**

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works the Contractor shall immediately give notice to the Employer and insurers.

1.5.16 **Snagging of Construction Works and the Defects Liability Procedures**

A specific time period shall be allowed in the Programme for the commissioning of the Building Services. This period will be prior to issue of the Practical Completion Statement / Completion Certificate (as applicable).

1.5.17 **Standards of Materials and Work**

Where samples of the standard of workmanship or the quality of goods and materials are provided by the Contractor they shall be retained on site as directed by the Employer and the Contractor shall remove them when no longer required by the Employer.
Samples are to be provided as detailed in the Review Procedure / Contractor’s Design Submission Procedure.

The Contractor shall provide one number ‘mock-up’ general teaching (English, Mathematics etc.) classroom. This ‘mock-up’ room shall be provided sufficiently in advance to enable the Employer to make final comments/decisions with regard to colours, textures, patterns and finishes to be used for other rooms without causing any delay to the Works. ‘Mock-up’ rooms shall be provided to the standard required for Completion for the building as whole, with the exception of fully commissioned services and any loose furniture to be provided by the Employer.

Where and to the extent that materials, goods and workmanship are not fully specified they shall be suitable for the purposes of the Works, stated in or reasonably to be inferred from the Contract and in accordance with Good Industry Practice, including relevant British Standards and Codes of Practice.

Materials where described to be obtained from a particular manufacturer, shall be used or fixed strictly in accordance with that manufacturer’s printed instructions.

The Contractor shall supply written evidence of sources of supply of any materials to be used in the Works when requested by the Employer’s Representative.

1.5.18 Product Guarantees

The Contractor shall obtain for the benefit of the Employer, Trustees or Governors product guarantees or the like where these are available from manufacturers, suppliers or subcontractors.

1.6 Managing Construction Works

1.6.1 Construction Activities

All construction work shall be undertaken in accordance with Statutory Requirements relevant codes of practice, Contractor’s Proposals, and Good Building Practice. The Contractor shall produce Method Statements detailing how it intends to deal with these issues.

New materials only are to be used in carrying out the Works (unless the Employer agrees otherwise in writing) and all goods used or included in the Works will be of satisfactory quality and no prohibited materials will be used or included in the Works.

1.6.2 Protection of Work

Everything, which is liable to damage, shall be properly protected and cased up as necessary. The Contractor shall accept responsibility for any damage to the Works or property to be retained in the vicinity of the Works.
The Contractor shall anticipate the arrival of and protect all work from damage by weather and any other reasonably foreseen specified perils. The Contractor shall accept responsibility for all work damaged or soiled by weather including the work of any sub-contractor and the work of others directly engaged by the Employer and pay all costs and expenses in taking down and re-executing or otherwise making good or replacing to the satisfaction of the Technical Advisor.

1.6.3 **Adjoining Properties, Roads, Paths, Boundaries**

The Contractor is to arrange and carry out the Works and take adequate precautions so as to cause no unavoidable interference or interruption to the use of any adjoining, adjacent properties including roads, footpaths, soft and hard landscaping.

Prior to commencement of construction works to the Site the Contractor shall prepare or commission a survey or a schedule of conditions of retained, adjacent buildings, excluded buildings, roads, hard standings, landscaping, playing fields, paths, paving and boundaries and other site features.

The Contractor will repair any damage over and above that identified within the survey caused by the Works.

In particular, the Contractor shall use all practical means to prevent mud or rubbish of any kind being carried onto the roads, footpaths or paving. Where, however, in spite of such precautions, mud or rubbish is carried onto the roads, footpaths or paving, the Contractor must immediately clean up such mud or rubbish and remove to authorised tips. Special attention must be given to prevent mud becoming embedded in road and footpath surfaces.

It is anticipated that there may be services on the Site, which are not correctly identified on existing records. The Contractor shall take all reasonable precautions to minimise the risk of damage to any such services. Where such services are encountered the Contractor shall notify the Employer, the protection and any necessary diversion, to allow completion of “The Works”, of such services shall be the responsibility of the Contractor and there shall be no adjustment to the Contract Sum.

The Contractor shall be responsible for all costs associated with alterations to or additional provision of any services made necessary by the Works whether specifically identified or not unless prohibited by law or inconsistent with Good Building Practice.

The Contractor shall undertake all necessary surveys (pre & post contract) to identify any existing drainage systems and services to be retained, which are to be fully maintained during the progress of the Works and the Contractor shall take all necessary steps to prevent any interruption to such.

The Contractor shall adequately protect, uphold, maintain and prevent damage to all existing services.
Should any works be required on or from any adjoining property, the necessary permission must first be obtained by the Contractor from the relevant Authority or landowner, and all statutory notices and section agreements obtained (e.g. party wall notice, Section 38 Agreement).

Should it be necessary for any plant, machinery or equipment to project or operate over adjoining or adjacent property or rights-of-way the Contractor shall obtain the permission of the adjoining or adjacent owner or occupier and obtain legal licence as necessary. The Contractor shall be deemed to have allowed for the payment of any fees and charges in connection therewith. The Contractor shall indemnify the Employer against any claim or action for damages arising from the use of any plant, machinery or equipment.

The Contractor shall ensure that the security of the adjoining or adjacent properties shall not in any way be impaired by the carrying out of the Works.

1.6.4 Stability

The Contractor shall be responsible for the stability and structural integrity of the Works during the Scheme Contract, providing all necessary support. He shall prevent overloading.

1.6.5 Use of the Site

a) Control of the Site

The Contractor shall confine all workpeople (including sub-contractors’ and statutory undertakers’ workpeople) to the Site.

The Contractor shall ensure that management and supervision is maintained for the Works on the Site during normal working hours when the Site is open. All significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress. The Site organisation staff must include persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility with the Works in general.

The Contractor must not use or occupy or permit the Site or any land upon which the Works are being undertaken to be used or occupied for any purpose other than the carrying out of the Works. He shall also not deposit or manufacture or permit to be deposited or manufactured on the Site or any land upon which the Works are being undertaken any materials which are not required for the carrying out of the Works.

The Contractor shall also not permit or suffer the storage of materials or the parking of vehicles in the immediate external vicinity of the boundaries of the Site by the Contractor, or any sub-contractors other than for reasonable period’s necessary for loading and unloading or as set out in the Contractors Proposals.
Outside normal working hours the Contractor shall ensure that the Site is closed and secured.

The Contractor shall ensure that all operatives and Contractors parties shall be fully clothed at all times whilst on Site, refrain from playing music, smoking and swearing. The Contractor shall be required to remove persons who breach these requirements from the Site immediately.

b) **Temporary Fences, Hoardings, Fans and Gantries**

Hoardings and access gates of good quality shall be provided, if required.

The Contractor shall be deemed to have allowed for maintaining hoardings in good condition, for maintenance of lighting, for alterations and adaptations necessitated by the carrying out of the Works, and for taking down and clearing away when no longer required.

c) **Temporary Screens and Walls**

The Contractor shall provide, maintain (including taking down and re-erecting from time to time as necessary), clear away and make good all necessary temporary screens and walls, etc., for the proper execution of the Works.

d) **Temporary Roofs**

The Contractor shall provide, maintain (including taking down and re-erecting from time to time as necessary), clear away and make good all necessary temporary roofs, etc., for the proper execution of the Works.

e) **Scaffolding**

If the Contractor strikes scaffolding before ascertaining whether it is required by any Statutory Authority or the Technical Advisor, they will be responsible for re-erecting the scaffolding if so required at their own expense.

f) **Temperature and Humidity**

The Contractor shall be responsible for providing all permanent and temporary climatic conditions required at all times to ensure progress of the works. This includes humidity control, lighting and air conditioning as required.

The Contractor shall dry out the Works, maintain an adequate temperature and control the humidity levels in all parts of the Works as necessary to facilitate the progress and satisfactory completion of the Works including work of subcontractors and persons directly engaged by the Employer.

The drying out and humidity of the Works and the application of heat shall be so controlled as to prevent any excessive movement, blistering or failure of adhesion and to prevent any damage due to trapped moisture or other causes. A control system shall be provided for whatever method of drying is adopted to
limit the temperature and humidity range and provide all necessary monitoring equipment.

The Contractor shall be deemed to have allowed for all costs in connection with drying out and controlling the temperature and humidity of the Works.

The Contractor will not be permitted to use the permanent heating/air conditioning system for drying out and controlling the temperature and humidity of the Works without prior Employer approval.

The Contractor shall also be responsible for providing all temporary lighting for works, the use of the permanent lighting installation will not be permitted unless previously agreed by the Employer in writing.

The Contractor shall not rely upon new services provisions to provide heating or lighting for the works.

g) Temporary Telephones & Communications

The Contractor’s own telephone, fax facilities and internet or Wi-Fi facilities shall be made available to the Employer and their representatives and the Contractor shall be deemed to have allowed for the cost of the calls made by and on behalf of the Employer and their representatives.

h) Identity Cards

The Contractor shall provide identity cards for all its operatives (including sub-contractors). Such operatives shall wear identity cards at all times when on the Site or working on the project.

The Contractor will not employ operatives or managers working on Site or visiting the Site who have a criminal record relating to paedophile crimes. The Contractor will vet his staff and sub-contracting and sub-consultants staff to ensure compliance with this requirement in accordance with the terms of the Scheme Contract. Where requested by the Employer or the School, the Contractor will submit all names of people working or visiting Site so that they can undertake their own additional checks.

i) Site Name Board

The Contractor shall provide a name board for the duration of the Works at the Site subject to the agreement of the Technical Advisor as to the design and position, but of sufficient size to display the scheme name and description, the Employer’s, and

the Contractor’s names and to enable the erection of professional name boards for all the consultants involved, including those consultants employed by the Employer. The Contractor shall be responsible for including any logo or other signage required by DfE / DfE or other funding bodies.
The Contractor shall not erect or exhibit or permit or suffer to be erected or exhibited on any part of the Site any signs or trade boards save those previously approved in writing by the Employer (such approval not to be unreasonably withheld or delayed).

The Contractor shall allow for fixing professional name boards and for removing on completion of the Works.

j) **Fire Access**

The Contractor shall ascertain the required access routes for the fire brigade and those routes are to be kept open and maintained throughout the duration of the Works including nights and weekends.

In refurbishment schemes, emergency exit routes from existing buildings must be maintained at all times and changed as necessary. The Contractor shall liaise with the Technical Advisor when defining such exit routes.

k) **Fire Precautions**

The Contractor shall comply with the Code of Practice entitled Fire Prevention on Construction Sites published by the BEC / LPC. He shall appoint a Site Fire Safety Co-ordinator and implement any temporary fire strategy before commencing work as required by the Local Authority.

The Contractor shall take all reasonable precautions to prevent the outbreak and spread of fire and shall provide and maintain suitable and adequate firefighting equipment at points adjacent to the Works and unfixed materials and shall observe strict fire prevention measures throughout the Works.

Potential hazards shall be discussed and fire precautions shall be agreed with an appropriate fire officer from the Fire Brigade, the Technical Advisor prior to commencement of work.

The Contractor shall allow facilities for any visits the fire officer may make, to inspect the Site and buildings in order to ensure that fire precautions are adequate and shall comply with any reasonable request made by the fire officer in this connection.

No smoking outside of designated areas or bonfires shall be allowed on the Site.

l) **Route Signage and Site Delineation**

The Contractor shall provide adequate signage and barriers to the Sites for the purposes of separating the works operations from those of the schools and the separation of vehicles from pedestrians.

m) **Work Beyond the Boundary of the Site**
Where work is described as being executed beyond the boundary of the Site or in the public highway, the Contractor shall be responsible for all watching and lighting, traffic signalling, attendance and temporary barricades, walking platforms and warning notices to ensure the safety of all persons.

The Contractor shall also remain responsible for removing the same on completion, giving all notices to the relevant authorities, paying associated fees and charges and carrying out the work to their satisfaction.

n) **Working Hours**

Working hours are normally 8.00am to 6.00pm, Monday to Friday. No work shall be executed outside these times unless in exceptional circumstances and then only with the written approval of the Technical Advisor. Planning restrictions may also apply. Where the Contractor intends to work outside agreed ‘normal working hours’ a minimum of two working days’ notice and detailed reasons are required to be given to the Technical Advisor for consideration.

o) **Trees, Hedges, Shrubs and Lawns**

The Contractor shall adequately protect and preserve all trees, hedges, shrubs and lawns on the Site, except those to be removed. If damage or removal of species occurs that is not in accordance with the Employer’s Requirements then the Contractor is required to treat or replace such species. The Contractor must not unnecessarily disturb trees or planted areas either by the disposal of surplus spoil or excavation of topsoil.

p) **Control of Noise and Pollution**

The Contractor’s attention is drawn to statutory requirements regarding the control of noise and pollution in relation to the demolition and construction works and to the need to obtain all necessary prior consents from the relevant authorities. All Works must be carried out in accordance with the Programme so as to minimise disruption to educational services.

Noisy works must be avoided during lessons generally and absolutely during examination periods. Where unavoidable noise may occur during the school day in an operational school, the Contractor shall give at least 24 hours’ notice of the time and duration of the impending disturbance to the Employers Agent \ Technical Advisor and School’s Representative.

The Contractor shall at all times use best endeavours to prevent any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising
out of the carrying out of the Works and shall assist the Employer in defending any action or proceedings which may be instituted in relation thereto.

The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference.

The Contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

The Contractor shall be deemed to have allowed in his prices for complying with the requirements of local authorities and the Health and Safety Executive with regard to control of noise, pollution and all other statutory obligations.

The Contractor’s particular attention is drawn to the rights of restrictive action which exist by virtue of the Environmental Protection Act 1990 and of Sections 60, 61 and 68 of the Control of Pollution Act 1974 and he shall comply with any statutory notices, conditions or limitations that may be imposed on him or on the Employer by any local Authority.

The Contractor shall make all applications and obtain all such consents as are required under the said Acts.

Without prejudice to his duty to comply with the Control of Pollution Act 1974, the Contractor shall allow for complying with BS 5228 “Code of Practice for Noise Control on Construction and Demolition Sites” including the recommendations on community relations, planning and supervision.

The Contractor shall inform the Technical Advisor in writing of any contravention of the said Act or British Standard within three days of such. The Technical Advisor shall have power thereupon or upon the said contravention coming to his notice to issue such instructions as he may think fit to abate, avoid or halt any further contravention and the Contractor shall comply with such instructions at his own cost.

If the Contractor shall be guilty of any offence under the said Act or British Standard, he shall himself pay all fines imposed by the court by which he has been convicted and shall not be entitled to be indemnified by the Employer in respect of any such fines.

The Contractor shall not be entitled to reimbursement by the Employer of any costs, damages, loss or expense to which the Contractor has been or may be put, which have been occasioned or caused by compliance with any such notice, consent, limit, condition or instruction as aforementioned. The Contractor shall not be entitled to any extension of time for delays caused by such compliance.

The use of explosives will not be permitted unless expressly agreed with the Technical Advisor and Employer.
All plant, tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the plant, tools and vehicles.

The Contractor shall not permit radios or other audio equipment to be used on Site in ways or at times which may cause nuisance or distraction.

The Contractor shall take all necessary measures to ensure that no oil, grease or deleterious, dangerous, poisonous, explosive or radioactive matter are discharged from the Site into any rivers, ditches, watercourse or services media on the Site and/or any adjoining property. The Contractor shall not permit or suffer the blockage of any such rivers, ditches, watercourses or services media by reason of anything done or omitted on the Site or any land upon which the Works are being undertaken, and shall comply at his own expense with any requirements of the Environment Agency or any other relevant authority so far as such requirements relate to or affect the Works.

q) Site Access

Temporary and permanent access to and from the Site, internal highway arrangements and movement and parking of traffic within the Site boundary shall be agreed with the relevant school and the Technical Advisor prior to commencing work on Site.

The Contractor shall not gain or allow access to and egress from the Site except as set out in the Contractors Proposals.

r) Protective Clothing

The Contractor shall provide and maintain protective clothing, footwear and headwear as required by the Health and Safety Executive for all personnel engaged on or visiting the Site and for the sole use of persons acting on behalf of the Employer.

s) Health and Safety

In relation to all demolition and construction works, the Contractor shall take all necessary steps in accordance with Legislation with regard to ensuring that the health and safety of all occupants of the Site, individuals invited onto the Site, occupants of existing schools and occupants of adjoining properties is not adversely impacted upon by the undertaking of the Works.

The Contractor's attention is drawn to statutory requirements regarding the health and safety of all personnel engaged on or visiting the Site and to members of the public and to the need to obtain all necessary prior consents from the relevant authorities. The Contractor will also note that where existing sites continue to be occupied by children during the construction works particular care must be taken to safeguard them.

The Contractor shall comply with all current safety, health and welfare legislation, all current Approved Codes of Practice (ACOP) and all current
guidance issued by the Health and Safety Executive and the Code of Welfare Conditions of the National Joint Council for the Building Industry.

The Contractor shall ensure that assessments are made such that all significant risks likely to arise throughout the construction phase are anticipated and that appropriate steps are taken to eliminate, reduce or control the risk in accordance with Statutory Requirements / Legislation.

The Contractor shall make specific site rules dealing with the wearing of PPE, drinking, smoking and general housekeeping discipline on Site.

The Contractor shall prepare an overall emergency plan for the Site, which shall include details of how fires will be dealt with throughout the construction phase. The Contractor will share these plans with the Employer and the School. He will also undertake induction course in reference to the plan with the school and all affected parties where the content of the plan has an effect on the safety of people and pupils in retained buildings in close proximity to the Works.

t) Dust Control

The Contractor should note that in many cases the neighbouring properties to the Site will be residential property, and without prejudice to its liabilities and responsibilities in the Scheme Contract, the Contractor should take full responsibility for any complaints or claims resulting from their failure to control dust on the Site.

The Contractor shall provide and remove on completion such screens, dustsheets, etc., as it considers necessary to minimise the nuisance caused by the distribution of dust including the prevention of damage to the Schools’ equipment etc.

u) Pest Control

All reasonable precautions shall be taken to avoid infestation of the Works by all pests including but not limited to insects, birds and vermin.

When drains are being laid, precautions shall be taken to avoid the entry of rodents, including providing temporary stoppers to pipe ends and setting manhole covers in position as the work proceeds. Pipes and cables passing through the foundation walls shall be properly built with appropriate seals.

v) Debris

The Contractor shall not sell or dispose of any earth, clay, sand, gravel, chalk or other material from the sites or any land upon which the Works are being undertaken or permit or suffer the same to be removed, except so far as shall be necessary for the proper execution of the Works, without the consent of the Employer which shall not be unreasonably withheld.

All precious or valuable metals or items identified that are required to be removed from site during the course of the work shall first be notified to the
Employer and shall be listed in the form of a Credit’s Schedule prior to their removal from site and Contract Sum shall be adjusted accordingly.

The Contractor shall, at his cost, transport all surplus materials arising from the Works and arrange for the tipping of the same at such places as may lawfully be used for tipping. The Contractor shall (until such time as such material is lawfully tipped) ensure that such materials will not cause or give rise to pollution of the environment as defined by [section 29(3) Environmental Protection Act 1990].

The Contractor shall take all necessary measures to prevent damage, loss, injury or nuisance caused by:

(i) mud, dirt stones or other materials used or generated whilst carrying out demolitions. This includes, but is not limited to, ensuring that no fuel or lubricant, mud, dirt, stones or other material is spilled or deposited on the highway whether or not it is open to traffic;

(ii) smoke or dust generated whilst carrying out the demolition works; and

(iii) bonfires, which will not be permitted.

The Contractor shall take the necessary measures to ensure that all vehicles leaving the Site are adequately cleaned to prevent the deposit of waste materials and debris on any adjoining property and/or the existing buildings and if any such material or debris is so deposited the Contractor shall forthwith employ such measures as shall be necessary to remove the material and debris and to clean and reinstate any adjoining property and/or existing buildings to the reasonable satisfaction of the owners or occupiers of any adjoining property and/or existing buildings as the case may be.

w) Demolition Works

The Employer will not permit any demolition work to be carried out on Saturdays, Sundays, Statutory Bank Holidays or during specific times designated by the School such as examinations without specific prior approval by the Technical Advisor.

The Building Act 1984 Section 80 (Duty to give Local Authority Notice of Intended Demolition) will apply.

The Contractor’s attention is drawn to the “Code of Practice for the Control of Noise, Vibration and Dust from Major Civil Engineering Projects” April 1996 published by Environmental Protection Services.

x) Site Hazards

The Contractor must prevent fire or explosion caused by any means.
The Contractor must prevent nuisance from dust by appropriate methods of working, by the use of water as appropriate, by screening, enclosure or extraction using appropriate equipment. The Contractor shall ensure that all sensitive equipment owned by the School is protected from dust during such Works.

The Contractor must take adequate precautions to protect pupils, staff, the general public and site operatives from dangerous fumes and dust arising during the demolition works.

y) Water for the Works

Prior to the commencement of the demolition works, the Contractor must ensure that reasonable measures for dust suppression are in place.

Should the use of water for dust suppression result in a drop in pressure to other users in the vicinity, then the Contractor shall programme the Works to prevent this, or provide an alternative means of supply.

z) Utilities Used During the Works

(i) Location ofExisting Services

The Contractor shall be responsible for identifying the location of all existing Services on site and take all reasonable steps to ascertain the accuracy of any information provided by others including carrying out any surveys.

(ii) Continuity of Existing Services

The Contractor shall ensure that all power, energy and water supplies used during the Works are separately metered where utilising the Schools supplies unless a separate supply is procured by the Contractor. The Contractor shall provide meter readings to the relevant representative of the school and Technical Advisor at the commencement and completion of each phase of the Works.

The Contractor shall reimburse the School for all power and water utilised. For the avoidance of doubt this shall include a proportion of all heating bills relating to work areas until the Works are handed back to the School.

The Contractor shall indemnify the School and all stakeholders of any loss resulting from the accidental interruption of Services due to negligence.

aa) Protection of the Public and the Environment

The Contractor must take all steps to protect the public against harm due to the demolition Works. These steps shall include the provision and adaptation
maintenance and removal as required of all necessary temporary fences, barriers, hoardings, guard-rails, screens and the like.

The Contractor must take steps to prevent all nuisances such as (not exhaustive) dust, smoke, debris, silt, artificial lighting, stockpiles, temporary works and the like from causing unnecessary inconveniences or becoming a nuisance.

The burning of materials on site is prohibited.

**bb) Site Security**

Adequate temporary hoardings and security fences shall be erected and maintained around the Works to prevent unauthorised persons from gaining access to the Works at all times; especially pupils.

The Contractor shall be deemed to have included all costs associated with the maintenance of the lighting installations within the Site, including all temporary power supply requirements, particularly during periods of interruption to the mains power supply.

The Contractor shall safeguard the Works, materials and plant against damage and theft, including all necessary watching and lighting for the security of the Works etc. and the protection of the public, the Employer and the School.

All materials shall be kept in safe compounds so as not to allow access for vandalism.

**cc) Safety of Pupils, Staff and the Public**

The Contractor shall take all precautions necessary to ensure the safety of pupils, staff and the public. The Contractor shall ensure that plant and equipment is not left unattended and is secured during periods when the Site is vacated.

Access to scaffolding and entry points to the Works and its buildings shall be prevented to unauthorised personnel. In particular, the Contractor shall ensure that access to the Works, whether this be via scaffolding, ladders, gates or temporary doors are not left unattended when open such that pupils and other parties can gain access.

**dd) Temporary Accommodation** [where required on an existing school Site]

The Contractor shall not without the written consent of the Technical Advisor erect or permit or suffer to be erected on the site any temporary structure except site accommodation.

 Provision of temporary school accommodation identified as being required during construction of the School Buildings shall ensure the School is able to deliver the curriculum to all its students, and to meet its administrative, pastoral and other needs throughout the Works. The Contractor will be responsible for
providing this accommodation including, but not limited to, obtaining all consents, the supply and erection of the school facilities, including all necessary ICT and utilities connections and the removal and Site reinstatement following completion of the Works.

Where existing temporary accommodation at a site is re-used the standards applying to it will be to the originally designed standards for that accommodation. The Employer will be responsible for the provision of the accommodation to the relevant standard.

In any event, all temporary accommodation will be required to meet the following performance requirements:

(i) to meet all current legislation and regulations;
(ii) take into account and where mandatory comply with all European and British Standards, Codes of Practice, etc.;
(iii) to be sensitive to the local environment including neighbours;
(iv) to provide an internal and external environment that is, safe and secure for all its users;
(v) to contribute to the overall smooth operation of the School during the Works;
(vi) to ensure the entire curriculum, administrative and pastoral requirements of the School are not interrupted;
(vii) to be timely having regard to the timescales in the Scheme Contract; and
(viii) to maintain existing open space as far as possible.

The Contractor shall provide, maintain (including heating, lighting and cleaning and taking down and re-erecting from time to time as necessary) his own temporary accommodation for his use and the use of site meetings during the construction phase. On completion, the Contractor will clear away temporary buildings and reinstate external areas.

ee) [Occupancy and Decanting]

This responsibility applies to the transfer of the School by the Contractor including all their equipment, books, materials and pupils’ work in progress. This requirement shall apply to the School Buildings and additionally for all schools at which temporary accommodation is required during construction.

It is to include commissioning of the services, provision of crates, removal and transfer to new designated locations.
Prior to commencement of any decant, the Contractor shall provide and agree with the Employer the Decant Protocol and Programme that clearly defines roles and responsibilities.

The general performance requirements applicable to the occupancy and decant service are:

(i) to meet all current legislation and regulations;

(ii) take into account and where mandatory comply with all European and British Standards, Codes of Practice, etc.;

(iii) to protect the health, safety and security of the Contractors employees, the Employer, related parties to the School, School staff and users, adjacent occupiers and the general public;

(iv) to prevent or minimize to acceptable levels disruption, inconvenience and nuisance to the Employer, related parties to the School, each School and its users, adjacent occupiers and the general public;

(v) to prevent damage to or loss of property belonging to the School and that of its users, adjacent occupiers and the general public;

(vi) to maintain the integrity and security of all data held by the School including legacy ICT; and

(vii) to ensure the curriculum, administrative and pastoral requirements of the School are not interrupted by works that are within the control of the Contractor.

ff) **Asbestos**

In carrying out its obligations under the Scheme Contract, the Contractor is required to comply with the Control of Asbestos at Work Regulations, together with its associated Approved Code of Practice. In so doing, the Contractor shall become the “duty holder” and therefore responsible for managing asbestos for the Site and take action to develop and implement an Asbestos Management Plan, monitor the condition of asbestos by regular inspection and update the asbestos register records.

No materials or products containing asbestos shall be used in the Works and during the operational phase.

The Contractor will be responsible for visiting the Site to ascertain the means of access, nature, content, condition and extent of any asbestos based materials and to any rubble, surface or buried, resulting from previously demolished buildings.
The Contractor shall carry out all necessary removal or remedial works and shall allow in its pricing for undertaking the Works and operations in accordance with its specification and all current and foreseeable legislation and associated practical guidance, leaving the Site safe.

When the Contractor undertakes any work to existing buildings / services, it is essential that it proceeds with caution, taking care to establish whether or not there is a hazard arising from the presence of asbestos. The Contractor shall report to the Technical Advisor any suspected asbestos based material discovered during demolitions / refurbishment work. The Contractor must avoid disturbing such materials and inform the Technical Advisor of the methods proposed for safe removal or encapsulation in accordance with legislation and Good Building Practice.

In the event of any suspected spread of asbestos the affected area shall be evacuated immediately and the Contractor to instigate emergency procedures, which includes immediately advising the Employer, School and the HSE.

In addition to the new Control of Asbestos at Work Regulations and associated Approved Code of Practice the Contractor shall be responsible for ensuring compliance with all statutory requirements.

The asbestos removal contractor must be of an unrelated company to the asbestos consultant that undertakes the analysis of the asbestos.

gg) Other Site Contaminants

The Contractor shall report to the Technical Advisor the presence of any high levels of site contaminants found during the Works. The Contractor shall be responsible for the design of the remedial measures required but must advise the Technical Advisor of these measures in accordance with legislation and Good Building Practice.

The Contractor's attention is drawn to Building Regulation Approved Document ‘C’ containment section and also to the BRE report entitled ‘The Construction of New Buildings on Gas Contaminated Land’. Both documents provide details on the control and excavation of gaseous contaminants and the necessary action on Site.

1.6.6 Other Information

a) Materials Efficiency and Reducing Waste During Construction

The Contractor is required to help achieve sustainable development and to reduce waste during construction according to the requirements as set out in the GDB.

b) Commissioning

The Contractor will allow for provision of and submit a commissioning strategy with the Contractor’s Proposal’s for comment by the Technical Advisor. This will
detail the extent of commissioning and the process to ensure that full commissioning align to manufacturers installation and commissioning requirements. The commissioning strategy will include involvement and representation by the Technical Advisor for witnessing commissioning and being informed throughout the process.

The commissioning programme shall include sufficient time for the "soak test" activities and demonstrations/training. The "soak test" comprises: to monitor and maintain all systems for 1 week continuous operation following the successful test and commissioning of MEP systems and equipment. The commissioning programme, record and compliance certificates shall be included in the Health and Safety File.

c) Induction

The Contractor shall allow for provision of and provide induction (training/familiarisation) to the School/school facilities management staff and contractor in the operation of the completed building and equipment. The Contractor will also do the same for catering staff in connection with the kitchen equipment. The inductions and training sessions shall be recorded and provided in digital format in the O & M manuals.

If required by the Employer under the Scheme Contract, the Contractor shall provide an induction to any New or Refurbished Building for all teachers, staff and students at the dates and times identified in the Programme in the manner set out in the Contractors Proposals.

The induction (training/familiarisation) record shall be included in the Health and Safety File.

The Contractor shall record these inductions in a digital format to allow them to be reviewed by the Employer at any time, thus decreasing the need for re-training caused by staff churn etc. Electronic copies of these inductions and all training shall be included in the electronic copy of the Building Manual.

d) [Persons Employed Direct

The following works are not included in the Scheme Contract and may be executed by the Employer or persons employed or engaged by the School contemporaneously with this Contract:

(i) Schedule out]

e) Work by Statutory Authorities

Work to be executed by local authorities and statutory undertakers:

As necessary and the co-ordination, order and programming of such works shall be the responsibility of the Contractor.
APPENDIX 1 - SPECIAL CONDITIONS

[Note: The Technical Advisor should consider what (if any) special conditions should be added to supplement the general conditions. These may include:]

1) Provisional and PC sums shall generally not be allowed in the build up to the Contract sum. Where Provisional Sums are unavoidable due to time constraints and works cannot be clearly defined then the Instructions and Methodology in relation to the expenditure of provisional sums maybe set out here. The Contractor shall provide a minimum of 3 sub-contractor quotations in support of any cost build up, all programme implications and preliminaries shall have been included in the Programme and Contract Sum i.e. generally all Provisional Sums shall be deemed to be defined Provisional Sums.

Provisional Sum Expenditure Methodology

A) Asbestos Removal

1. The Contractor has:
   a. made an allowance for the Provisional Sum in the Contract Sum;\[3\]
   b. [included the preliminary costs relating to the removal of the Asbestos in the Contract Sum; and
   c. made due allowance in its programming and planning for the execution of the removal and disposal of the Asbestos prior to the Date or Dates for Completion;]\[4\]

2. The Contractor shall observe the following methodology in relation to the expenditure of the Provisional Sum\[5\] relating to [insert description]:
   a. the Contractor will scope and carry out the refurbishment and demolition survey of the Refurbished Buildings (the “Demolition Survey”) once the Contractor has taken vacant possession of the Refurbished Buildings;
   b. following receipt of the Demolition Survey, the Contractor will procure a minimum of three (3) tendered lump sum prices from specialist sub-contractors (the identity of the specialist sub-contractors to be approved by the Employer acting reasonably) for the removal of the Asbestos in accordance with the Demolition Survey. The Contractor will analyse the tenders and prepare a recommendation report in the

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2 These methodologies are provided as examples only and should be reviewed and developed on a project-by-project basis as required.
3 The amount of the Provisional Sum must be clearly identified in the payment provisions
4 Paragraphs 1b and 1c only to be used for defined provisional sums
5 Where more than one provisional sum is to be utilised, additional definitions may need to be introduced to make clear the methodology to be used for each provisional sum.
format set out in Annex 1 to these Special Conditions, which it will provide to the Employer on an open book basis;

c. the Employer will review the recommendation report prepared by the Contractor pursuant to sub-paragraph (b) above and select the most economically advantageous tender giving written notice to the Contractor of its decision and the cost to be allocated to the cost of the Asbestos removal [(which shall attract a payment of the Contractor’s profit which shall not exceed the proportion that the Contractor’s Margin bears to the original Contract Sum as set out in Schedule 9 (Payment Provisions))]⁶; and

d. the Contractor shall provide any information that the Employer’s Representative may reasonably request in relation to the provisions of this condition

B) Contamination Removal
1. The Contractor has:

   a. made an allowance for the Provisional Sum in the Contract Sum⁷;

   b. [included the preliminary costs relating to the removal of the Contamination in the Contract Sum; and

   c. made due allowance in its programming and planning for the execution of the removal and disposal of the Contamination prior to the Date or Dates for Completion;]⁸

2. The Contractor shall observe the following methodology in relation to the expenditure of the Provisional Sum relating to Contamination removal:

   a. the Contractor will scope and commission any necessary investigations (the “Investigation Report”) once the Contractor has taken vacant possession of the Refurbished Buildings;

   b. following receipt of the Investigation Report, the Contractor will procure a minimum of three (3) tendered lump sum prices from specialist sub-contractors (the identity of the specialist sub-contractors to be approved by the Employer acting reasonably) for the removal of the Contamination⁹ in accordance with the Investigation Report. Where the extent of the Contamination cannot be fully determined from the Investigation Report then the Contractor shall prepare a quantified schedule of works for the specialist sub-contractors to price and provide on a re-measurement basis. In either case the Contractor will analyse the tenders and prepare a

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⁶ High Band contracts only
⁷ The amount of the Provisional Sum must be clearly identified in the payment provisions
⁸ Paragraphs 1b and 1c only to be used for defined provisional sums
⁹ Consider defining a “Contamination Area” to which this Provisional Sum applies
recommendation report\(^{10}\) which it will provide to the Employer on an open book basis;

c. the Employer will review the recommendation report prepared by the Contractor pursuant to sub-paragraph (b) above and select the most economically advantageous tender giving written notice to the Contractor of its decision and the cost to be allocated to the cost of the Contamination removal [(which shall attract a payment of the Contractor’s profit which shall not exceed the proportion that the Contractor’s Margin bears to the original Contract Sum as set out in this Schedule 9 (Payment Provisions))]; and

d. in the event that the extent of the Contamination was not able to be fully determined from the Investigation Report the Contractor will provide ongoing estimations of the total quantities relating to the contamination. Following this the Contractor shall also provide evidence of final quantities, for example by the provision of consignment certificates, delivery notices or the like\(^{11}\). The Contractor shall provide a detailed re-measurement of the contamination remediation works, based on the tendered rates pursuant to sub-paragraph (b) above, on an open book basis for the Employer to assess. The Employer shall then give written notice to the Contractor of its decision and the final cost allocated to the Contamination removal [(which shall attract a payment of the Contractor’s profit which shall not exceed the proportion that the Contractor’s Margin bears to the original Contract Sum as set out in this Schedule 9 (Payment Provisions))]\(^{12}\);

e. the Contractor shall provide any information that the Employer’s Representative may reasonably request in relation to the provisions of this condition

2) Requirements for the contractor to source and install temporary accommodation in addition to the payment of liquidated damages.

3) Any other information which the Scheme Contract requires to be set out in the ERs.

4) Decant programmes & protocol over and above as described previously.

5) Archaeology – to meet planning requirements, specific clause for watching brief to be considered.

6) Defects Response Period – (Refer to separate document) Consider Scheme Specific Response times in regards to defects identified during DLP e.g. Ultra- Emergency, Emergency, Urgent, Routine defects.

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\(^{10}\) Consider including a form of recommendation report.

\(^{11}\) Consider providing a detailed methodology for the provision of this information.

\(^{12}\) High Band only
7) KPI'S – Shall be agreed on a Scheme by Scheme basis to utilise the DfE Key Performance Indicators current at the time of Contract.

8) Payment Terms - Preliminaries will be valued for the purpose of inclusion in Interim Applications, e.g:

1. Fixed charge items will be valued as and when the charge is properly incurred.

2. Time related charge items will be expressed as a percentage of the Contract Sum excluding the value of all preliminaries items and provisional sums. This percentage will be added to the value of work properly executed and referred to in the Contract as applicable excluding the value of Changes. This method of valuing preliminary items is for the purposes of Interim Applications only and shall not be construed as setting a precedent for adoption in the valuation of Changes.

9) Product Guarantees – Employer to list any minimum guarantee period required. Please note the Output Specification includes building element life expectancies.
APPENDIX 2 - DEROGATIONS TO EMPLOYER’S REQUIREMENTS

Standard format for Derogations Schedule to be agreed and inserted as Appendix 2.
ANNEX 1 – SPECIAL CONDITIONS
RECOMMENDATION REPORT – PROVISIONAL SUM (ASBESTOS REMOVAL)

OVERVIEW

[insert Contractor name] has prepared a scope and carried out a Demolition Survey for [insert the project name]. A Demolition Survey report [insert name] was produced and along with a number of standard tender enquiry documents (construction programme, SHE Minimum Standards etc) was issued to the following asbestos removal contractors with a tender return date of [insert date]:

1. [insert names]

[insert number] lump sum tender prices were received from the following specialist sub-contractors for the removal of the Asbestos in accordance with the Demolition Survey Report:

1. [insert names]

COST

An analysis of the quotations received for the removal of all asbestos contained within [insert building or phase] was undertaken:

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<tr>
<th>Subcontractor Name</th>
<th>Quotation Total £</th>
<th>[insert Contractor name] Adjustments £</th>
<th>Reason for Adjustment</th>
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</tbody>
</table>

The asbestos removal provision sum is £[insert provisional sum amount].

DATE FOR INSTRUCTION
An Instruction is required by [insert date – 5 business days from issue of recommendation report] in order to maintain the proposed Works programme

RECOMMENDATION

This results in an adjustment to the Contract Sum of:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Omit Provisional Sum</td>
<td></td>
</tr>
<tr>
<td>Add [insert sub contractor name]</td>
<td></td>
</tr>
<tr>
<td>Asbestos Removal Cost</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>£</strong></td>
</tr>
<tr>
<td>*OH&amp;P @ %</td>
<td><strong>£</strong></td>
</tr>
<tr>
<td><strong>Design Fees @ %</strong></td>
<td><strong>£</strong></td>
</tr>
<tr>
<td><strong>Total Cost (subcontract sum)</strong></td>
<td><strong>£</strong></td>
</tr>
</tbody>
</table>

* As agreed at Framework rates

** To be evidenced as part of the report

[insert Contractor name] therefore recommend that [insert asbestos removal contractor name] are appointed to undertake the asbestos removal for a total cost of [insert proposed subcontract sum].