



Department
for Education

General Conditions

Employer's requirements

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Summary

This document contains the General Conditions for Framework Contractors for all DfE delivered schemes using the DfE Construction Framework 2025 (CF25)¹. It contains details, requirements and protocols that outline conventions, practices and restrictions relevant throughout the design development, construction and post completion stages.

Review date

This document shall normally be reviewed at 12-month intervals however, DfE reserve the right to update it at any time².

Who this publication is for

This resource is for:

- local authorities (for community, voluntary-controlled schools, foundation schools and maintained nursery schools)
- academy trusts (for academies and free schools)
- governing bodies (for voluntary-aided schools)
- school/college leaders, staff and governing bodies in; further education colleges and designated institutions, sixth form colleges, maintained schools, academies and free schools, pupil referral units, City Technology Colleges, non-maintained special schools and maintained nursery schools
- technical professionals involved in the design, construction and maintenance of school and college premises.

Academy trusts with a religious character and the responsible bodies for voluntary-aided and voluntary controlled schools should engage with the land/site trustees for their land and buildings and the relevant religious body, most often their Diocese.

¹ When not using the DfE Construction Framework 2025, seek appropriate advice on how the DfE's Employer's Requirements can be incorporated into the relevant Contract(s).

² Where this document has been incorporated into a Scheme Contract, the version which is incorporated at the date of that Scheme Contract shall apply under the terms of that Scheme Contract, unless varied in accordance with the terms of the relevant Scheme Contract.

Document history

This table lists the key changes in each update.

Revision code	Status code	Date	Amendment
C01	A	2026-01-12	GOV.UK publication

The DfE and its agents and advisers accept no liability whatsoever for any expense, liability, loss, claim or proceedings arising from reliance placed upon this resource.

Defined terms

Defined terms and acronyms used throughout the General Conditions document are as below. Reference can also be made to Annex A of the DfE's Technical Manual.

BIM Protocol - as defined in the Scheme Contract.

Building or Buildings - as defined in the Scheme Contract.

Building Elements - as defined in Annex A of the Technical Manual.

Building Readiness and Maintenance Programme - part of the Master Programme capturing all activities in the run up to Practical Completion including, but not limited to, testing (including soak test), commissioning and witnessing, decant, contractor's clean and training, and all post Practical Completion activities into the first year of occupancy and operation for which the Contractor is responsible.

Building Regulations Compliance Tracker - as referenced in the DEIR.

Building Services - as defined in Annex A of the Technical Manual.

College - as defined in the Scheme Contract.

Common Data Environment (CDE) - agreed source of information for any given project or asset, for collecting, managing and disseminating each information container through a managed process.

Consents - as defined in the Scheme Contract.

Consequential Works - Works required outside the site boundary (e.g., offsite highway works required as part of a planning condition).

Construction Quality Monitoring (CQM) Team - part of the Employer's Representative team and responsible for undertaking regular Site Inspections of the Works during the construction phase in relation to build quality and workmanship, non-compliance and health and safety issues on both the construction site and at offsite building/component manufacturing facilities (as applicable) and reporting on their findings.

CQM Lead - person responsible for coordinating the CQM Team in liaison with the Contractor, Employer and Employer's Representative.

Cyber Essentials or Cyber Essentials Plus - Cyber Essentials is a government backed industry supported scheme to help organisations protect themselves against common cyber attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme, providers can be found within [About Cyber Essentials - NCSC.GOV.UK](https://www.ncsc.gov.uk/cyber-essentials).

Deliverables or Information Deliverables - means information or action required from the Contractor at key stages in the Scheme to provide the evidence of satisfactory progress or compliance with the Employer's Requirements.

Departmental Data or Departmental Information - any data or information owned or retained in order to meet departmental business objectives and tasks, including:

- a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - i) supplied to the Contractor by or on behalf of the Department; or
 - ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
- b) any Personal Data for which the Department is the Data Controller.

Departmental Security Requirements - refers to the Department's security policy or any standards, procedures, process, or specification for security that the Contractor is required to deliver as set out in Section 2.1 of this document.

Detailed Exchange Information Requirements (DEIR) - as defined in the BIM Protocol.

Employer - means the party named as the Employer in the Scheme Contract.

Employer's Representative - means the person as may be appointed under a Scheme Contract by the Employer to act as the Employer's Representative, Contract Administrator or Employer's Agent as the case may be, in connection with the Contract from time to time³.

Employer's Requirements (ERs) - as defined in the Scheme Contract.

Exchange Information Requirements (EIR) - as defined in the BIM Protocol.

External Furniture and Equipment - means the furniture and equipment (including play equipment and storage) required for the Outdoor Environment to be operational including for socialisation, play and physical activity. Furniture and equipment (F&E) may be fixed or loose. **"Fixed F&E"** is secured to the ground to ensure stability. **"Loose F&E"** (where located externally) is not fixed to the ground but has spatial implications and shall be shown on final layouts.

Fittings, Furniture and Equipment (FF&E) - FF&E is a blanket term which includes fittings. Fittings are furniture items that form an integral part of the building to be

³ The Employer's Representative should be a professionally accredited, experienced person with capacity to fulfil the role and this is expected to be the technical adviser appointed to the project unless instructed otherwise by the Employer.

operational and require wall/floor treatments after installation. Furniture and Equipment (F&E) may be fitted, fixed or loose. “**Fitted F&E**” is fitted to the fabric of the building but does not rely on the building to be operational. Fixed equipment requires installation and is hard wired to the fabric of the building. Fixed furniture is also attached to the fabric of the building but only to ensure stability. “**Loose F&E**” (where located internally) is neither fitted nor fixed to the building but has spatial implications and shall be shown on final layouts.

Good Industry Practice or Good Industry Standard - the implementation of products and solutions, and the exercise of that degree of skill, care, prudence and foresight which would ordinarily be expected from time to time from a skilled and experienced building contractor under the same or similar circumstances.

Group 1 / Group 2 / Group 3 / Group 4 - as defined in Annex A of the Technical Manual (definition of “FF&E Groups”).

GSCP - means the Government Security Classifications Policy which establishes the rules for classifying HMG information. The policy is available at [Government Security Classifications - GOV.UK](https://www.gov.uk/government/policies/government-security-classifications).

HSQW - means health and safety and quality of workmanship.

HSQW Report - means the report produced by the Employer [via its HSQW team].

HSQW Site Inspections - means the Site Inspections by the Employer [via its HSQW team], part of DfE’s wider quality assurance process.

Inspection and Test Plan (ITP) - as referenced in the DEIR.

Legacy - items which have either been used at the existing Site or recently purchased by the School/College (where applicable) which are considered suitable for the new or refurbished Site.

Master Programme - as referenced in the DEIR.

NCSC - The National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is [National Cyber Security Centre - NCSC.GOV.UK](https://www.ncsc.gov.uk).

New Buildings - as defined in the Scheme Contract.

Non Conformance and Observation Register - as referenced in the DEIR.

Outdoor Environment - the natural and human-made places located outside of school and college buildings, but within the school/college ownership boundary. This includes hard and soft landscaped places, entrance forecourts, car and cycle parking, playing fields, multi-use games, play and habitat areas.

Outdoor Environment Readiness and Maintenance Programme - part of the Master Programme capturing all activities in the run up to Practical Completion including, but not limited to, all hard and soft landscape activities and the training of identified personnel, and all post Practical Completion activities into the first year of occupancy and operation for which the Contractor is responsible.

Partial School/College Project - a project in which the Works are carried out on some Buildings or parts of the Outdoor Environment of a School/College, typically less than 75% of the overall building area.

Pattern Book - the document which outlines the Employer's spatial requirements for the design of School and College Buildings and Outdoor Environments.

Practical Completion - as defined in the Scheme Contract.

Photographic Schedule of Condition - as referenced in the DEIR.

Planned Maintenance Plan - as referenced in the DEIR.

Principal Contractor - as defined in the Scheme Contract.

Principal Designer - as defined in the Scheme Contract.

PCSA - means the Pre-Construction Services Agreement (as defined in the Scheme Contract).

Progress Report - as referenced in the DEIR.

Project Brief - document suite which provides key data for a specific Scheme and sets out requirements which are additional to the Pattern Book and Technical Manual.

Project's Information Standard - as defined in the BIM Protocol.

Rectification Period - as defined in the Scheme Contract.

Refurbished Buildings - shall, where relevant to a Scheme, be as defined in the Scheme Contract.

Refurbishment Scope of Works (RSoW) - an annex of the Project Brief which sets out the scope of works required for Refurbished Buildings. Work required to each element shall be designated as Renew, Replace, Repair, Retain or No Work (each such term being as more particularly described at clause 3.20.2).

Scheme - means (for the purpose of this resource) the design and construction or construction (as the case may be) of works associated with School/College Buildings and/or Outdoor Environment.

Scheme Contract - an agreed contract (including where applicable, a pre-construction services agreement) for a Scheme.

School - as defined in the Scheme Contract.

Sensitive Works - as defined in the Scheme Contract.

Sites - as defined in the Scheme Contract.

Site Inspection or Site Inspections - means inspection(s) of the Sites and Works by the Employer and/or Employer's Representative.

Snagging Items - as defined in the Scheme Contract.

Soft Landings - the DfE process pursuant to Government Soft Landings (GSL) to ensure easy transition across the briefing, design, construction and occupation stages of a Scheme with the overriding aim of realising optimal operational performance.

Soft Landings Checklist - a project management checklist of the activities required throughout the project lifecycle as part of DfE's approach to Government Soft Landings.

Special Conditions - any additional Scheme specific conditions as may be applicable and as set out as an annex of the Project Brief.

Statutory Body - as defined in Annex A of the Technical Manual.

Statutory Requirements - as defined in the Scheme Contract.

Suite(s) - as defined in Annex A of the Technical Manual.

Supplier Staff - all directors, officers, employees, agents, consultants, third party suppliers, sub-contractors (of any tier) and partners of the Contractor engaged in the performance of the Contractor's obligations under the Scheme Contract.

Technical Manual - the document which outlines the Employer's technical requirements (relating to specific materials, components and systems) for the design and construction of School and College Buildings and Outdoor Environments.

Technology - as defined in the Pattern Book and Section 6 of the Technical Manual, with specific requirements set out for School/College Sites in the Project Brief.

Training Register - as referenced in the DEIR.

Training Schedule - as referenced in the DEIR.

Travel Plan - as referenced in the DEIR.

Whole School/College Project - a project in which the Works are carried out on most Buildings or most of the Outdoor Environment of a School/College, typically more than

75% of the overall building area, and the Contractor has responsibility for providing the required facilities for the whole School/College Sites.

Works - all of the works (including design and works necessary for obtaining access to the Sites) to be undertaken as defined in the Scheme Contract.

References

A number of documents and files, in whole or in part, are referenced in this resource. Where a date is referenced, the edition cited applies. Where a date is not referenced the latest edition of the referenced resource, document or file (including any amendments) applies.

1 Introduction

1.1 Structure of DfE Employer's Requirements

1.1.1 This document contains the General Conditions for Framework Contractors for all DfE delivered schemes using the DfE Construction Framework 2025 (CF25). It forms part of the Employer's Requirements alongside DfE's:

- Information Management Requirements⁴
- Pattern Book
- Technical Manual
- Project Brief and supporting annexes as applicable to the Scheme including any Special Conditions

1.1.2 The Contractor should note that it is their responsibility to ensure full ongoing compliance with all the requirements set out in the DfE's Employer's Requirements including these General Conditions. The Project Brief and supporting annexes outline the project specific requirements in addition to those within the Pattern Book and Technical Manual. Where there is any inconsistency between the Pattern Book, Technical Manual and Project Brief, this shall be dealt with in accordance with the Scheme Contract.

1.2 Legislation, standards and best practice

1.2.1 The Contractor shall design and construct the Scheme in compliance with the Scheme Contract, and in particular the Contract Documents, Statutory Requirements, Consents, and Good Industry Practice, each as defined in the Scheme Contract⁵. Schemes shall additionally take into account, and where mandatory comply with, all relevant and appropriate International, European and British Standards, Codes of Practice etc (or their equivalent) unless expressly stated otherwise.

1.2.2 Contractors should note that where reference has been made to a British/United Kingdom standard, and that standard adopts an internationally recognised equivalent, that internationally recognised equivalent shall apply. If there is no such internationally recognised equivalent, then DfE will accept evidence that the tender or proposal meets the required standard if DfE considers (having regard to the purpose in referring to the standard) that it satisfies an equivalent standard from another state, territory or organisation of states or territories. DfE may require certification, or other evidence, for the purpose of satisfying itself that a standard is satisfied or equivalent.

⁴ Also referred to as the 'BIM Protocol' as defined in the Scheme Contract.

⁵ This includes equivalent definitions if a form of contract is used other than the DfE's contract incorporating the JCT Design and Build or other JCT contract.

1.2.3 All foreseeable hazards shall be identified (and reasonably mitigated) at all stages of the project lifecycle from inception through to handover and in use.

1.2.4 The Contractor shall notify the Employer if further work is needed to comply with The School Premises (England) Regulations 2012 (applicable to maintained schools), The Education (Independent School Standards) Regulations 2014 (applicable to academies, free schools and sixth form colleges), or to comply with health and safety legislation or where further works are required as a result of works to adjacent spaces.

1.2.5 The Contractor shall demonstrate compliance with both the Employer's Requirements and relevant Statutory Requirements by use of the protocols detailed in the Contractor's quality assurance procedures. Evidence of compliant coordinated design and subsequent construction of the Scheme shall be provided by third party certification⁶ e.g., British Board of Agrément (BBA) certificates and/or photographic evidence unless advised otherwise.

1.3 Project parameters

1.3.1 The Project Brief identifies whether the Works are deemed a Whole School/College Project or a Partial School/College Project:

- in a Whole School/College Project, the Contractor shall be responsible for providing the required facilities for the whole School/College within the Sites and shall comply with all requirements in the Employer's Requirements
- in a Partial School/College Project, the Contractor shall only be responsible for the Works to New Buildings, Refurbished Buildings, Remodelled Areas, Outdoor Environment, FF&E or Technology identified in the Project Brief, and shall comply with all requirements in the Employer's Requirements

1.3.2 The requirements in the Employer's Requirements in respect of Buildings, FF&E and Technology shall apply to all parts of the Works in any New Buildings.

1.3.3 The requirements in the Employer's Requirements in respect of Buildings, FF&E and Technology shall apply to all parts of the Works in any Building Elements or Building Services provided in Refurbished Building(s) which are designated 'Renew' or 'Replace' in the RSoW.

⁶ Tests and assessments on the performance of materials, products and structures should be carried out by organisations with the necessary expertise e.g., organisations listed as 'approved bodies' in accordance with The Construction Products (Amendment etc) (EU Exit) Regulations 2020, or laboratories accredited by the United Kingdom Accreditation Service (UKAS) for the relevant test can be assumed to have the necessary expertise.

1.3.4 Where the requirements refer to a room, space or Suite of Spaces, these requirements shall apply to all spaces in any New Buildings or Remodelled Area and shall conform to all relevant requirements in the Employer's Requirements.

1.3.5 The Employer's Requirements in respect of function and character areas in the Outdoor Environment:

- shall always apply to the external areas adjacent to any New or Refurbished Building(s) which are required for access, or which are affected or removed due to the proposed Works
- shall not apply to existing external areas within the Sites except for any part that is specifically required to meet biodiversity net gain, environmental benefits from nature and/or urban greening factor requirements as described in the Project Brief, or in a Whole School/College Project
- shall apply to all parts of the Sites where designated a Whole School/College Project in the Project Brief
- shall not apply to existing external areas beyond the Sites except for any part that is specifically described in the Project Brief (e.g., due to consequential works or to meet biodiversity net gain requirements on constrained Sites)

1.3.6 Where the Scheme includes supplementary area, such as a residential facility, innovation or commercial offering, requirements for the Buildings and Outdoor Environment set out in the Project Brief, including supporting annexes, shall be met.

1.3.7 Where local planning policies require enhancements to DfE's Employer's Requirements such as environmental certification (e.g., BREEAM), more than 10% Biodiversity Net Gain, additional evacuation lifts and/or sprinklers in mainstream schools, these shall be funded as a project abnormal and stated as a requirement in the Project Brief.

1.3.8 The Contractor shall allow to 'fix only' items provided through a service contract directly with the Responsible Body e.g., toilet paper/soap dispensers or directly supplied by the Employer e.g., Legacy items.

1.4 Quality assurance of the Works

1.4.1 The Contractor shall establish robust quality assurance procedures that enable the Employer's monitoring of the design, construction and operational performance of the Scheme including, but not limited to, compliance with both the Employer's Requirements and relevant Statutory Requirements, offsite fabrication, testing and commissioning, building performance monitoring and seasonal adjustment, and defects rectification, all in collaboration with the Employer's Representative. This process is required entirely for review purposes and shall not constitute a commenting procedure on the Contractor's design.

1.4.2 The Contractor's quality assurance procedures shall be contained within a Policies and Procedures Responsibility Matrix (as referenced in the DEIR) which shall be issued electronically to the Employer and Employer's Representative for agreement.

1.4.3 The Contractor shall use competent and skilled construction personnel at all times and closely monitor and manage all phases of the build to ensure good quality workmanship.

1.4.4 All supply chains shall receive a quality and workmanship specific induction prior to beginning work. This induction shall include examples of poor practices which are unacceptable.

1.4.5 All supply chains shall be fully supervised to a standard that ensures quality and workmanship is not compromised. Standards of work shall be regularly monitored throughout the day by the Contractor with poor quality and workmanship issues rectified at the time of identification or soon after. Issues shall not be allowed to accumulate during the construction phase.

1.4.6 The Contractor shall implement and maintain a comprehensive digital platform throughout the Contract to track, manage and report on all quality control matters, site observations, health and safety compliance, and remedial works with clear accountability pathways to responsible sub-contractors. The Contractor shall permit the Employer and Employer's Representative direct, secure access to the digital platform in accordance with [2.1 Departmental security requirements](#). An Application Programming Interface (API) shall be provided if direct access is not possible. The Contractor's digital platform shall:

- date and time stamp each record (including remediated dates where relevant)
- store photographs of issues and defects with geotags
- facilitate dashboard and data reporting for the Employer with the ability to create reports based on various inputs e.g., across multiple Sites/Works or by defect type and related timings etc

1.4.7 Standards of materials and workmanship shall be monitored throughout the Works with trade specific samples of works identified to gauge quality and to provide a reference throughout the snagging process.

1.4.8 Where and to the extent that materials, goods and workmanship are not fully specified in the Contract Documents, they shall be of the kinds and standards suitable for the purposes of the Works, shall comply with the requirements of the Scheme Contract and shall be in accordance with Good Industry Practice, including all relevant International, European and British Standards and Codes of Practice.

1.4.9 Materials described to be obtained from a particular manufacturer shall be installed strictly in accordance with that manufacturer's instructions, thus enabling the issue of product guarantees/warranties for the benefit of the Employer, and the Responsible Body or landowner. See [1.5 Product guarantees and warranties](#)

1.4.10 The Contractor shall supply written evidence of the source of any supplied materials to be used in the Works when requested by the Employer's Representative.

1.4.11 The Contractor shall complete one number classroom (exact room to be agreed with the Employer) as a 'sample room' to a sufficiently advanced stage, ahead of the overall programme, to enable the Employer to make final comments/decisions about colours, textures, patterns and finishes to be used for other rooms without causing delay to the Works. The 'sample room' shall be provided to the good quality and workmanship standard required for Practical Completion for the building as a whole. It shall contain all aspects of the completed room including benchmark paint finishes, floor finishes, acoustic panels, second fix mechanical and electrical fixtures, samples of items of Group 1 furniture (as applicable) and fully operable blinds. Commissioned services and any loose furniture to be provided by the Employer is not expected. The sample room shall be retained and made available throughout the Works as a reference.

1.4.12 To help monitor the quality of on and/or offsite workmanship in accordance with the Employer's Requirements, and ensure the Works are delivered in a safe and compliant manner, the DfE's employed Construction Quality Monitoring (CQM) Team, shall be permitted by the Contractor to undertake regular Site Inspections. These inspections shall be coordinated with the Master Programme for the Works and the Inspection and Test Plan (both as referenced in the DEIR).

1.4.13 In addition to the regular Site Inspections by the CQM Team, there will likely be at least two further Site Inspections by the HSQW team of the Employer - one health and safety (HS) Site Inspection, and one quality and workmanship (QW) Site Inspection, also during the construction phase.

1.4.14 Following each Site Inspection, the CQM Team shall produce a Site Inspection Report, the HSQW team a HSQW Report⁷ (both as referenced in the DEIR), each detailing the issues identified during the respective visits. Any identified areas of non conformance⁸ shall also be recorded and monitored by the CQM Lead in a Non Conformance and Observation Register (as referenced in the DEIR).

1.4.15 The Contractor shall fully support the DfE's quality and workmanship assurance process by:

- permitting access for these pre-arranged Site Inspections including all necessary site inductions

⁷ The format of HSQW Report may be subject to change from time to time, including being provided via an eportal which the Contractor will be required to use.

⁸ Work/workmanship, materials or goods not in accordance with the Contract.

- liaising with the Employer's Representative, who will arrange each visit and ensure that the Contractor is represented⁹
- reviewing and acting on the issues identified during the Site Inspections and subsequently issued Site Inspection and HSQW Reports, any contract notices and the Non Conformance and Observation Register
- providing a written response¹⁰ in relation to the action taken to remedy each issue within the stipulated timeframe

1.4.16 The Contractor shall provide sufficient detail within all written responses to allow the Employer's Representative to review, and update/close out each issue. The written response shall include, as applicable:

- confirmation that the issue has been resolved, including photographic evidence where necessary; and
- details of any lessons learned with a statement to avoid a repeat of the identified issue

1.4.17 For the purposes of the Scheme Contract, the Contractor's performance shall be monitored and assessed in accordance with the Key Performance Indicators and Management Information set out in Schedule 1 Performance Regime of the Framework Agreement.

1.4.18 Within 6 months post Practical Completion, the Employer's Representative shall undertake a full Site Inspection to ensure all residual Snagging Items have been addressed by the Contractor and that no further issues (defects) have arisen. See [4.2.3 Rectification of defects](#).

Note: Additional Site Inspection(s) may be carried out during the Rectification Period to ensure all outstanding issues have been satisfactorily addressed prior to the issuing of the Notice of Completion of Making Good.

1.5 Product guarantees and warranties

1.5.1 The Contractor shall obtain for the benefit of the Employer, and the Responsible Body or landowner, product guarantees and warranties at no additional cost where these are:

- i) specifically required in the Technical Manual for any product or system, or
- ii) are not specifically required in the Technical Manual but are generally available from manufacturers, suppliers or sub-contractors

⁹ Unless expressly agreed with the Employer, no more than two representatives per organisation shall be present.

¹⁰ There may be a requirement in due course for the Contractor to provide their written response(s) via an eportal.

1.5.2 Such guarantees and warranties shall contain clear and robust terms, be supported by insurance where specifically required or available and require repair or replacement of defective or faulty components within the guarantee/warranty period. Provision of any guarantee/warranty shall not reduce the Contractor's liability in respect of any defects.

2 Overarching requirements

2.1 Departmental security requirements

2.1.1 For each Scheme the Employer's Representative will undertake a security triage process in accordance with BS EN ISO 19650-5 (Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM). Information management using building information modelling - Security-minded approach to information management). Where the triage results in the need for a security-minded approach, the Contractor shall comply with and deliver the Scheme in accordance with the security strategy and security management plan and update the same as required.

2.1.2 As a minimum for all Schemes (including those triaged at ST4¹¹), the Contractor shall also comply with the following requirements:

- a) The Contractor shall be aware of and comply with the [HMG security policy framework](#), [NCSC guidelines](#) as applicable to any activity undertaken.
- b) Where the Contractor will provide a CDE (Common Data Environment) to host or will otherwise handle Departmental Data, the requirements of [Procurement Policy Note: Updates to the Cyber Essentials Scheme \(HTML\) - GOV.UK](#) dated 16 October 2023, or any subsequent updated document, are mandated, namely that contractors supplying products or services to His Majesty's Government (HMG) shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.
- c) Where clause 2.1.2 b) above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to BS EN ISO/IEC 27001 (Information security, cybersecurity and privacy protection. Information security management systems. Requirements). The BS EN ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from BS EN ISO/IEC 27002 (Information security, cybersecurity and privacy protection. Information security controls).
- d) The Contractor shall (and shall procure that any consultants, third party suppliers, sub-contractors or partners) follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing the services and will handle all data in accordance with its security

¹¹ Refer to Section 7 Security-minded approach of the Project's Information Standard.

classification. In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to Departmental Data.

- e) Departmental Data being handled while providing a CDE must be separated from all other data on the Contractor's (and any consultants', third party suppliers', sub-contractors' or partners') own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 2.1.2 d) above. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- f) The Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the services, and that store or process Departmental Data, in line with BS EN ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems etc.
 - i) Where remote working is allowed, the Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall have an appropriate remote working policy in place for any of their staff that will have access to Departmental Data and/or systems.
- g) The Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.
- h) The Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:
 - i) physical security controls
 - ii) Good Industry Standard policies and processes
 - iii) malware protection
 - iv) boundary access controls including firewalls, application gateways etc
 - v) maintenance and use of fully supported software packages in accordance with vendor recommendations
 - vi) use of secure device configuration and builds

- vii) software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services
 - viii) user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses
 - ix) any services provided to the Department must capture audit logs for security events in an electronic format at the application, service and system level to meet the Department's logging and auditing requirements, plus logs shall be retained and protected from tampering for a minimum period of six months; made available to the Department on request.
- i) The Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall ensure that any Departmental Data (including email) transmitted over any public network (including the internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
 - j) The Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall ensure that any Departmental Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Department except where the Department has given its prior written consent to an alternative arrangement.
 - k) The Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall ensure that any device which is used to process Departmental Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at [Device security principles for manufacturers - NCSC.GOV.UK](#).
 - l) Whilst in the Contractor's (and any consultants', third party suppliers', sub-contractors' or partners') care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key¹² when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
 - m) When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover¹³ and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being

¹² The term 'lock and key' is defined as *securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys*.

¹³ The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- n) In the event of termination of Contract due to expiry, as a result of Contractor insolvency or for breach by the Contractor, all information assets provided, created or resulting from provision of the services shall not be considered as the Contractor's assets and must be returned to the Department and written assurance obtained from an appropriate officer of the Contractor that these assets regardless of location and format have been fully sanitised throughout the Contractor's organisation in line with clause 2.1.2 o) below.
- o) In the event of termination, equipment failure or obsolescence, all Departmental Data and Departmental Information, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor (or any consultants, third party suppliers, sub-contractors or partners) must be accounted for¹⁴ and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor shall protect (and ensure that any consultants, third party suppliers, sub-contractors or partners protect) the Departmental Data and Departmental Information until such time, which may be long after termination or expiry of the Scheme Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- p) Access by Supplier Staff to Departmental Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Supplier Staff must complete this process before access to Departmental Data is permitted. Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- q) All Supplier Staff who handle Departmental Data shall have annual awareness training in protecting information.

¹⁴ The term 'accounted for' means that assets and documents retained, disposed of or destroyed should be listed and provided to the Department as proof of compliance to this clause.

- r) Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Contractor shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to BS EN ISO 22301 (Security and resilience. Business continuity management systems. Requirements) to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the services delivered. If an BS EN ISO 22301 certificate is not available, the Contractor will provide evidence of the effectiveness of their BS EN ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- s) Any suspected or actual breach of the confidentiality, integrity, or availability of Departmental Data, including user credentials, used or handled while providing the services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Contractor should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Department in writing until the incident is resolved.

Security Incidents shall be reported through the Department's nominated system or service owner who shall be the Authority Supplier Manager unless the Department nominates another individual.

Security Incidents shall be investigated by the Contractor with outcomes being notified to the Department.

- t) The Contractor shall ensure that any Contractor ICT systems and hosting environments (including the CDE) that are used to handle, store or process Departmental Data, including Contractor ICT connected to Contractor ICT systems used to handle, store or process Departmental Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. On request by the Department, the findings of the ITHC relevant to the services being provided are to be shared with the Department in full without modification or redaction and all necessary remedial work carried out. In the event of significant

security issues being identified, a follow up remediation test may be required, to be determined by the Department upon review of the ITHC findings.

- u) The Contractor and any consultants, third party suppliers, sub-contractors or partners providing the services will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor, consultant, third party supplier, sub-contractor or partner shall not go ahead with any such proposal without the prior written agreement from the Department.
- v) The Department reserves the right to audit the Contractor and any consultants, third party suppliers, sub-contractors or partners providing the services annually, within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the services being supplied and the Contractor's, and any consultants', third party suppliers', sub-contractors' or partners', compliance with the clauses contained in this Section (2.1).
- w) The Contractor and any consultants, third party suppliers, sub-contractors or partners shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Department through the life of the contract. This will include obtaining any necessary professional security resources required to support the Contractor's, and any consultants', third party suppliers', sub-contractors' or partners', security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- x) Where the Contractor is delivering an ICT solution to the Department including, without limitation, the CDE, they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department on request with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:
 - i) implementation of the foundational set of cyber defence safeguards from the Center for Internet Security Critical Security Controls (CIS CSC v8)
 - ii) any existing security assurance for the services to be delivered, such as BS EN ISO/IEC 27001/27002 or an equivalent industry level certification issued by an organisation accredited by the United Kingdom Accreditation Service
 - iii) any existing HMG security accreditations or assurance that are still valid including details of the awarding body; the scope of the accreditation; any

- caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement
- iv) documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be, and date expected
 - v) compliance with the principles of Secure by Design as described at [Secure by Design Principles - UK Government Security](#)

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Department, the Contractor will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Department. In any case, the Contractor must respond to information requests from the Department needed to support the security assurance process promptly and without undue delay.

- y) The Contractor shall contractually enforce all these Departmental Security Requirements onto any consultants, third party suppliers, sub-contractors or partners who will have access to Departmental Data in the course of providing the services, before access to the data is provided or permitted.
 - z) The Contractor (and any consultants, third party suppliers, sub-contractors or partners) shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any communications plan must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Contractor shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Department shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Contractor to implement any additional reasonable controls to ensure risks are managed within the Department's risk appetite.
- aa) Any Contractor ICT system (including the CDE) used to handle, store, or process Departmental Data, including any Contractor ICT systems connected to systems that handle, store, or process Departmental Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Contractor shall provide evidence to the Department upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

bb) Where the Contractor is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Department, this shall comply with the [NCSC's principles for the security of machine learning](#).

2.2 Surveys

2.2.1 As part of any agreed Pre-Construction Services, the Contractor shall carry out any surveys that may be required to facilitate the carrying out of the Works as set out in the Scheme Contract and taking the risk of the same.

2.2.2 The Contractor shall comply with the Travel Plan provided as part of the Project Brief and ensure it is incorporated into the Construction Phase Plan.

2.3 Design and construction protocols

2.3.1 The Contractor shall develop clear protocols to address design development, programming, reporting, the provision of construction information and defects rectification procedures in accordance with the requirements of Section 2.4. These shall be reflected in the Policies and Procedures Responsibility Matrix (as referenced in the DEIR) and the Employer's Requirements.

2.4 Information deliverables, planning and programming

2.4.1 The Contractor shall produce all information (documentation, drawings and models) in accordance with the BIM Protocol¹⁵. This includes providing direct, secure access to the project Common Data Environment (CDE) to a central DfE email address (DfE.BIM@education.gov.uk) and the email addresses of individuals assigned to the project to view all shared information.

2.4.2 Compliance with the BIM Protocol and evidence of satisfactory progress shall be demonstrated through the provision of compliant Information Deliverables at key information exchanges/stages as set out in the project specific Detailed Exchange Information Requirements and in accordance with the Contractor's Master Programme, which shall take account of the framework process timeline applicable to the Scheme unless otherwise agreed with the Employer.

¹⁵ BIM Protocol - is the Project's Information Protocol including the Information Particulars within the Project's Information Protocol and the following documents: Exchange Information Requirements, Detailed Exchange Information Requirements, Project's Information Standard and Project's Information Production Methods and Procedures.

2.4.3 The Contractor shall submit programmes for the execution of the Works. These shall typically be a linked bar chart programme, plotted using software as required by the Scheme, showing all critical paths.

2.4.4 The Contractor shall submit a comprehensive Master Programme¹⁶ for the Works also showing the following as individual views but within the same Information Deliverable:

- design development and delivery
- works package procurement
- construction sequencing and phasing including asbestos removal works
- decant planning and execution
- building readiness for handover including testing, commissioning, witnessing, soak testing and training, and subsequently seasonal commissioning adjustments and building performance evaluation during the Rectification Period
- outdoor environment readiness for handover including training, and subsequently maintenance during the Rectification Period

2.4.5 The Contractor shall, in their programming and pricing of the Works, make adequate allowance for dealing with the details contained in the pre-construction information, together with further development of the Construction Phase Plan which may be required by the Contractor and which may reasonably be foreseen pre-contract to enable compliance with the relevant Statutory Requirements relating to construction, design & management (CDM) and health and safety.

2.4.6 The Contractor shall obtain programme information from all statutory bodies and use best endeavours to obtain the same from all sub-contractors, including those made known to the Contractor during the course of the Works, and incorporate relevant changes in the revised programme(s).

2.4.7 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, the Contractor shall put forward proposals or take other action as appropriate to mitigate delay and to recover any lost time.

2.4.8 The Contractor shall amend and revise the programme(s) as required by the Scheme Contract and as required by the Employer.

2.4.9 The Contractor shall develop the design Deliverables during the design development stage as required to fully define the Works and support the planning

¹⁶ For both the design and construction phases 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.

application (if applicable) in accordance with the project specific Detailed Exchange Information Requirements (by reference to the BIM Protocol).

2.4.10 The Contractor shall submit Contractor's Proposals for comment by the Employer's Representative in accordance with the framework process timeline applicable to the Scheme and as particularised in the project specific Detailed Exchange Information Requirements (by reference to the BIM Protocol).

2.4.11 Where the Contractor is not able to meet parts of the Employer's Requirements in full, due to the limitations of the Site or existing Buildings, details of alternative proposals (i.e., proposed derogations) shall be submitted to the Employer for approval, stating where or how they do not comply and why they are considered a satisfactory alternative, supported by a Designer's Risk Assessment (as referenced in the DEIR) and appropriate cost saving.

2.4.12 Any proposed derogations from the Employer's Requirements shall be scheduled and submitted for review by the Employer and Employer's Representative using the DfE standard template. Derogations shall be considered for each project in isolation from agreements on other projects and shall only be accepted by the Employer where it can be demonstrated that the Employer's Requirement is not possible, and an appropriate cost deduction is made. Any agreed derogations shall be scheduled for inclusion in the Scheme Contract. There shall be no derogation from any requirements under the Building Regulations (as defined in the Scheme Contract) without full justification from the designer(s) and assessment by the Principal Designer for the purposes of the Building Regulations.

2.4.13 Acceptance of the Contractor's Proposals does not constitute acceptance of any proposed derogations that are not specifically referenced on a project specific derogation schedule using the DfE standard template submitted in accordance with 2.4.11 and 2.4.12 above, accepted by the Employer and included within the Employer's Requirements as annexed to the Scheme Contract.

2.4.14 The Contractor shall provide a detailed Construction Method Statement(s) (as referenced in the DEIR) describing the techniques, equipment, plant, access and protection the Contractor intends to use during the Scheme Contract.

2.4.15 The Contractor shall provide a Training Schedule detailing how it shall interface and assist the Employer and School/College with the familiarisation and training process for the operation of the facilities particularly with regards to the operation of the outdoor environment, mechanical, fire and electrical installations, and coordination of the FF&E and Technology requirements. The Contractor shall provide a Training Register of all staff that have undertaken training and agree to provide a recording of all training (by way of digital media) for future reference.

2.4.16 The Employer's Representative shall arrange, chair and manage lessons learned workshops at the end of RIBA Stages 3, 4, 5 & 6 with the Contractor and their delivery

team. Lessons learned workshops shall document both positive and negative experiences to inform future stages of the project, as well as future projects, encourage improvement in best practices and convert tacit knowledge into explicit knowledge for reference and use. The Employer's Representative shall capture all outcomes and actions/recommendations in a Lessons Learned Register (as referenced in the DEIR).

2.5 Cost reporting

2.5.1 The Contractor shall provide any amplification of the Framework Pricing Schedule as required by the Employer and Employer's Representative in NRM format to Level 2 as a minimum.

2.5.2 The Contractor's submission shall be in line with the 'Pricing Rules and Guidance' worksheet within the Framework Pricing Schedule and include full elemental breakdown and detailed costing. This shall also cover costs for external works, abnormalities, preliminaries, fees, surveys, risk, overheads and profit, statutory fees and any other costs the Contractor deems necessary in order to design and construct the Scheme in accordance with the Employer's Requirements.

2.5.3 Costs relating to all required elements/items of work, if not expressly priced, shall be deemed to be included.

2.5.4 For the avoidance of doubt, the costs submitted on the Framework Pricing Schedule including the elemental cost summary, external works, abnormalities, abnormal fees, surveys and preliminaries shall be a fixed price lump sum. Provisional and prime cost sums shall not be accepted without prior agreement with the Employer and Employer's Representative.

2.6 Meetings and communication

2.6.1 The Contractor shall prepare systems and procedures to keep full and proper records of all meetings and negotiations attended or conducted by the Contractor and making the same available for inspection by the Employer on request.

2.6.2 Throughout the Scheme, the Contractor shall provide early warning of any matter likely to:

- impair performance or adversely affect the quality of the completed Scheme, or
- increase cost, or
- delay completion

2.6.3 As soon as practicable following such early warning, the parties shall meet to discuss and agree any mitigating actions.

2.6.4 The Contractor shall hold design coordination meetings at not less than monthly intervals throughout the duration of the Works. These meetings shall be chaired by the Contractor with meeting invites extended to the Employer and Employer's Representative. The Employer's Representative may request the attendance of others including the Principal Designer for the Building Regulations and/or the CDM Regulations, sub-contractors or principal suppliers. The Contractor shall not deny a reasonable request.

2.6.5 The Employer may request the attendance, at design coordination meetings, of its advisors (technical, planning, and health, safety and quality).

2.6.6 The Contractor shall prepare and submit to the Employer and Employer's Representative an agenda for each design coordination meeting, published a minimum of 3 working days in advance of each meeting, and the minutes of each design coordination meeting, also issued within 3 working days of each meeting.

2.6.7 The Contractor shall organise and chair a monthly progress meeting at the construction site with the Employer and Employer's Representative. This includes the preparation of the agenda for each monthly progress meeting, published a minimum of 3 working days in advance of each meeting, and the minutes of each monthly progress meeting, also issued within 3 working days of each meeting.

2.6.8 The Contractor shall also prepare a monthly Progress Report and submit to this to the Employer and Employer's Representative a minimum of 3 working days in advance of each meeting. The report and progress meeting shall update all parties on matters of health, safety and quality, which shall form part of the agenda.

2.6.9 One copy of each Progress Report (as above) including a programme showing progress against the Construction Programme prepared by the Contractor shall be kept on Site and a copy issued electronically to the Employer and Employer's Representative.

2.6.10 The Progress Report shall incorporate a minimum of 30 digital photographs of the Works at monthly intervals. These monthly progress photographs shall be of good quality, without blurring and a mixture of close up and wide angled views that clearly show the area being photographed. The photographic files¹⁷ shall also be issued to the Employer's Representative electronically.

2.6.11 The Contractor shall develop, adapt and maintain a Risk Register (as referenced in the DEIR) which shall be updated, issued and discussed with the Employer and Employer's Representative at design coordination and site progress meetings at no greater intervals than one calendar month.

¹⁷ All photographs shall be treated as confidential information unless otherwise directed by the Employer's Representative.

2.6.12 The Contractor shall populate the Planning Conditions Tracker and Building Regulations Compliance Tracker (both referenced in the DEIR) and update, issue and discuss these recorded matters with the Employer and Employer's Representative at design coordination and site progress meetings at no greater intervals than one calendar month. The Contractor shall issue the trackers with sufficient time for the Employer and Employer's Representative to review in full, including the raising of any clarification requests.

2.6.13 The Contractor shall attend bi-monthly performance review meetings (note: can form part of the monthly progress meetings on an alternate basis) with the Employer and Employer's Representative. The Contractor shall submit a report 3 days ahead of the meeting for review including, but not limited to, the current cost plan, progress versus programme, key design development and coordination updates (including in relation to building regulation compliance), and the Risk Register. The report content shall be agreed between the Employer's Representative and the Contractor at the outset of the Scheme.

2.6.14 Reports, risk registers, compliance trackers and programmes shall be prepared, monitored and maintained by suitably qualified persons who shall retain close contact with the Sites until completion of the Scheme.

2.6.15 The submission of any report, risk register, compliance tracker and programme etc., shall not:

- relieve the Contractor of their obligations under the Scheme Contract
- constitute the agreement of any delays etc., shown thereon
- affect the Date(s) for Completion, and
- relieve the Contractor of their responsibility to complete the Scheme by the Date(s) for Completion.

2.7 Scheme insurance

2.7.1 The Contractor shall maintain all insurances as required under the Scheme Contracts.

3 Managing the construction works

3.1 Site access

3.1.1 Temporary and permanent access to and from the Site, internal highway arrangements, and the movement and parking of traffic within the Site boundary shall be agreed with the Employer, School/College and the Employer's Representative prior to commencing work on Site.

3.1.2 The formation of temporary roadways and areas for contractor parking, material and waste storage, and site accommodation/welfare facilities shall avoid proposed soft landscape areas where practicable. Where unavoidable, and to protect soil health and minimise future flood risk, three-dimensional cellular woven textiles with 200mm deep recycled material shall be laid by the Contractor to these areas prior to commencing the Works on Site.

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

3.1.4 Separate access shall be provided for School/College deliveries, maintenance vehicles and waste removal during the period for which the Works are being carried out.

3.1.5 Contractor deliveries to Site and collections from Site shall be managed so as not to interfere with the delivery of education at the School/College or the safe movement of School/College users about the Site. This includes scheduling deliveries outside of School/College arrival and departure times at the beginning, middle and end of the day.

3.1.6 Site access location and provisions shall not compromise highway safety requirements, the safety of other road/pavement users, tree root protection zones or tree canopies.

3.1.7 Pedestrian site access shall be through a dedicated gate or door separate from vehicular access.

3.1.8 Site access shall lead from and into an area of safety where pedestrians and vehicles cannot mix.

3.1.9 Access gates and doors shall not be made from repurposed site material or provisions such as temporary fence panels but be actual gates or doors.

3.1.10 Gates and doors shall be locked at all times to maintain site security unless access is supervised by permanent gate security personnel.

3.1.11 The Contractor shall arrange access for the Employer and Employer's Representative to onsite and offsite Works for the purposes of:

- health and safety inspections
- progress and quality inspections
- DfE & Ministerial visits
- Valuations, and
- any other reasonable visits that may be necessary from time-to-time

3.1.12 The Contractor shall provide all personal protective equipment (in accordance with 3.26.2 of this resource) and the necessary resource for inducting the Employer and Employer's Representative on site to permit them unsupervised access and/or the provision of a site escort to ensure access to all required areas of the Works.

3.2 Adjoining properties, roads, paths and boundaries

3.2.1 The Contractor shall take suitable and sufficient precautions to cause no interference or interruption to the use of any adjoining, adjacent properties including roads, footpaths, soft and hard landscaping.

3.2.2 Prior to the commencement of construction works on the Site, the Contractor shall prepare or commission a survey or a dated Photographic Schedule of Condition of retained, adjacent buildings, excluded buildings, roads, hard standings, soft landscape including trees, structures in the landscape, playing fields, play equipment, paths, paving, boundaries and other site features.

3.2.3 The Contractor shall repair any damage over and above that identified within the survey/dated Photographic Schedule of Condition caused by the Works.

3.2.4 The Contractor shall use best endeavours to prevent mud or rubbish of any kind being carried onto the roads, footpaths or paving; this shall include the washing of soiled vehicles before they leave site. Notwithstanding such precautions, any mud or rubbish carried onto the roads, footpaths or paving shall be immediately cleaned by the Contractor and removed to authorised tips. Special attention shall be given to prevent mud becoming embedded in road and footpath surfaces with roads and pavements leading to and from the Site being subject to thorough cleaning and washing.

3.2.5 Utilities to adjoining properties shall not be affected without prior agreement and notice.

3.2.6 Should any work be required on or from any adjoining property, the necessary permission shall first be obtained, by the Contractor, from the relevant authority or landowner, and all statutory notices and section agreements obtained and discharged on completion (e.g., party wall certificate, Section 38 Agreement).

3.2.7 Should it be necessary for any plant, machinery or equipment used for the Scheme to 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 all

relevant Consents as necessary. The Contractor shall not operate over an occupied property. 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.

3.2.8 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.

3.3 Temporary fencing

3.3.1 The Site should be clearly separated from the School/College using the standard of fencing and gates as detailed in 3.3.2. This separation also applies to vehicles and pedestrians which shall also display clear signage.

3.3.2 All temporary fencing and access gates to the perimeter of the construction site, including at boundaries with publicly accessible areas e.g., footpaths, roads etc and to an operational School/College, shall be constructed of good quality, solid timber to a minimum height of 2.4 metres as detailed in the Framework Pricing Schedule.

Alternatives such as solid metal hoarding will be considered but not at the expense of site security and subject to the agreement of the Employer. All site fencing shall be subject to a temporary works design.

3.3.3 Temporary fencing may need to have an enhanced specification/be increased in height in areas of increased trespass risk.

3.3.4 Wire/wire mesh (e.g., Heras type) fence panels shall not be used to the perimeter of the construction site unless there are operational reasons for doing so, such as adjacent highway service excavation activity requiring a daily transient boundary. Fencing of this type shall be subject to the written agreement of the Employer and include debris netting to ensure that site debris and other items do not leave the Site.

3.3.5 Lighting shall be installed to temporary fencing to maintain safe light levels.

3.3.6 The Contractor shall make provision for maintaining temporary fencing and associated lighting, and any alterations and adaptions necessitated by the carrying out of the Works. This shall include a regular inspection and maintenance regime that ensures safety and security.

3.3.7 Temporary fencing standards and security arrangements between the Site and School/College/public areas shall not be lessened as the project comes to a conclusion.

3.3.8 Temporary fencing shall only be taken down and removed from the Site after Practical Completion or at a time agreed with the Employer. Site security shall not be compromised during construction.

3.4 Site security

3.4.1 Adequate temporary 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/students/building users.

3.4.2 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.

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

3.4.4 All materials shall be kept in safe compounds and not allow access for vandalism. Material storage facilities shall be reviewed by the Employer's Representative and include as a minimum:

- a designated storage area for plant, materials, waste, flammable materials, gases and hazardous substances
- materials shall be protected from damage due to inclement weather
- clearly defined pedestrian routes (storage areas shall not obstruct access routes or interfere with emergency escape routes)
- guard rails for any materials stored at height

3.4.5 Storage areas shall be kept tidy and material deliveries carefully planned to keep the amount of material on Site to a minimum.

3.5 Site clearance and excavation

3.5.1 The Contractor shall outline the extent/scope and methodology of the following for agreement with the Employer and Employer's Representative:

- demolition¹⁸, site clearance and excavation
- temporary roadways within the Site
- location of contractor parking, material and waste storage, and site accommodation/welfare facilities
- decompaction of the ground
- managing surface water run-off/drainage during construction
- ecology protection (including nesting birds), and

¹⁸ With detailed pre-demolition audits and demolition plans for existing site structures maximising the reuse of materials on site, wherever possible. For example, the recycling of clean and crushed building material beneath outdoor play mounds.

- soil protection and management (including amelioration, cut/fill and weed control)

3.5.2 The Contractor shall utilise the Preliminary Ecological Assessment and Arboricultural Survey Information to identify the presence of pests and nuisance/invasive, noxious or diseased plant species and bring this information to the attention of the Employer and Employer's Representative. All control measures shall be carried out by the Contractor in accordance with specialist advice and as prior agreed with the Employer.

3.5.3 Temporary and/or permanent drainage shall be installed by the Contractor to ensure no heavy ponding occurs during the construction works.

3.5.4 With the exception of asphalt, all hard paving shall be reused wherever possible, either as re-laid hard paving and/or crushed for use as hardcore.

3.5.5 Where trees, hedges and shrubs require removal (if not being retained on Site), the Contractor shall grind all stumps, grub up all other materials and dispose with minimal impact to soil and adjacent (retained) vegetation.

3.5.6 Any site won¹⁹ timber deemed free of disease by the arboriculturist and appropriate to be used by the ecologist shall be used on Site for nature habitats (hibernacula), play features and/or dead head fencing. Trees to be felled with over 600mm girth shall be used on Site in the design of safe play features for pupils/students and as prior agreed with the Employer and School/College.

3.6 Soil protection

3.6.1 In accordance with [Defra's Construction Code of Practice for the Sustainable Use of Soils on Construction Sites](#), BS 8601 (Specification for subsoil and requirements for use) and BS 3882 (Specification for topsoil), the Contractor shall remove and stockpile top and subsoil in dry conditions only, in accordance with the Soil Resource Strategy/Plan and/or an instruction from the Employer's Representative.

3.6.2 The Contractor shall ensure soil is dampened during dry conditions to mitigate/minimise dust.

3.6.3 The Contractor shall store any top and subsoil in maximum 2m high piles with a maximum slope of 1 in 2.

3.6.4 Where topsoil is stored for less than 3 months, the Contractor shall weed manually, minimise the use of herbicides and not use pesticides. Where the topsoil is stored for

¹⁹ The term 'site won' refers to materials that are generated on site during construction or other works.

longer than 3 months, the Contractor shall seed with a deep rooting grass/legume seed mixture to preserve soil nutrients.

3.7 Protection of retained trees, vegetation and amenity planting

3.7.1 All trees, vegetation and amenity planting (including sports pitches and flowering lawns) shall be inspected, photographed and their condition noted prior to the Works commencing.

3.7.2 Prior agreed removal and/or works to trees shall be carried out in accordance with BS 5837 (Trees in relation to design, demolition and construction. Recommendations) and the project Tree Removal, Protection and Retention Plan (as referenced in the DEIR).

3.7.3 The Contractor shall adequately protect and preserve all trees, vegetation and amenity planting to be retained on Site. 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 with specimens of commensurate value at the Contractor's own cost.

3.7.4 The Contractor shall not unnecessarily disturb trees within a distance of 3m from each tree crown's branch spread by altering ground levels or below ground drainage (unless agreed), disposing surplus spoil or excavating topsoil.

3.7.5 Protection for retained trees, vegetation and amenity planting:

- the root protection areas of retained trees shall be protected in accordance with BS 5837, including compliant fencing and below ground textile or geo-cellular structures
- areas for spoil, rubbish, material storage, vehicles, plant machinery and temporary site accommodation shall not be located over any tree/hedge root protection areas and/or retained planted areas
- retained vegetation and grassed areas shall be protected from construction traffic and manoeuvring by temporary fencing/netting and maintained by the Contractor during the Works period including all necessary weeding, decompaction and mowing (if amenity grass)

3.7.6 Trees that prevent safe site management, such as the circulation of vehicles or other plant, shall be identified by the Contractor, crown lifted (if appropriate) and made safe. No work to trees shall take place without the written consent of the Employer's Representative.

3.7.7 All trees within the site boundary shall be inspected and made safe before handover. Trees that are located close to buildings or in public areas shall not be left in a

condition which could lead to a safety incident such as a falling branch or preventing safe access and circulation due to excessively long lower branches.

3.8 Temporary screens and walls

3.8.1 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., required for the proper execution of the Works. Temporary screens and walls are subject to temporary works design and installation.

3.9 Temporary roofs

3.9.1 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., required for the proper execution of the Works. Temporary roofs are subject to temporary works design and installation.

3.10 Site accommodation and welfare facilities

3.10.1 The Contractor shall provide welfare facilities from the outset of the project and maintain these facilities until the very end of the project to ensure those setting up and closing down the Site have suitable and sufficient provision to those working during the construction phase. Further guidance can be found in Health and Safety Executive (HSE) publications [Provision of welfare facilities during construction work \(Construction Information Sheet No 59\)](#) and [Managing construction health risks: Welfare](#).

3.10.2 These welfare facilities shall include a proprietary boot wash station/unit connected to a water supply system to enable the pressure washing of muddy boots for the duration of the Works.

3.10.3 Proprietary bases shall be used beneath all welfare units and as steps to access welfare units. The use of makeshift supports such as loose bricks or pieces of wood is prohibited.

3.10.4 All site accommodation and/or welfare facilities (including existing accommodation on a Site which is to be used temporarily by a Contractor as site accommodation and/or welfare facilities) will be required to:

- meet all current legislation and regulations, and where mandatory, all European and British Standards and Codes of Practice
- be sensitive to the local environment including neighbouring properties, premises and users
- cause no nuisance e.g., noise, odours etc to the School/College and its neighbours during the Works

- include a suitable working area with facilities e.g., desk, chairs, power sockets, Wi-Fi connection etc for the Employer and/or Employer's Representative (for 2 persons) at any time during normal working hours
- display an up-to-date DfE Accident Reporting Procedure (as provided to the Contractor by the DfE from time to time) and F10 notification
- meet the biodiversity net gain requirements of the local planning authority should the temporary site accommodation remain on Site for 2 years or more

3.10.5 The Contractor shall provide and maintain including heating, lighting and cleaning, and taking down and re-erecting from time to time as necessary, their own site accommodation and welfare facilities.

3.10.6 The Contractor shall accommodate all site meetings in such facilities during the progress of the Works.

3.10.7 On completion of the Works, the Contractor shall clear away all site accommodation and welfare facilities including all debris, surplus materials and rubbish, and reinstate external areas.

3.11 Temporary telephones and communications

3.11.1 Use of the Contractor's telephone equipment/system and internet or Wi-Fi facilities may be required by the Employer and Employer's Representative. The Contractor shall allow such use.

3.12 Site name board

3.12.1 The Contractor shall provide at the Site, a name board for the duration of the Works 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 or other funding bodies.

3.12.2 The design and position of the site name board shall be agreed with the Employer's Representative and approved in writing by the Employer.

3.12.3 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 shall not be unreasonably withheld).

3.12.4 Professional name boards shall be removable upon completion of the Works for return to the relevant companies.

3.12.5 Site access contact information for the site team during the day and emergency contact out of hours shall be clearly displayed.

3.13 Work beyond the boundary of the Site

3.13.1 Where work is executed beyond the boundary of the Site or in the public highway, the Contractor shall be responsible for ensuring the safety of all persons and vehicles, including compliance with Chapter 8 of the [Traffic signs manual](#). No person shall be permitted to work on the public highway without recognised highway working competence.

3.13.2 The Contractor is responsible for:

- ensuring the highway is not obstructed or worked upon without the consent of the relevant authority
- giving all notices to the relevant authorities, paying associated fees and charges and carrying out the work to their satisfaction, and
- removing temporary works in connection upon completion

3.14 Working hours

3.14.1 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 prior written approval of the Employer's Representative. Planning restrictions may also apply.

3.14.2 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 Employer's Representative for consideration. If work outside of normal hours is agreed noise, vibration, dust and other areas of nuisance risk shall be managed to a high standard to prevent the creation of nuisance to neighbouring properties.

3.15 Identity cards

3.15.1 The Contractor shall provide identity cards for all its operatives (including sub-contractors) which shall be worn at all times when on the Site or working on the Scheme.

3.15.2 The Contractor shall comply with the Disclosure and Barring Scheme (DBS) requirements in the Scheme Contract in respect of any potential staff or persons (including sub-contractors of any tier) who will be carrying out any Sensitive Works (including the making good of any defects) before those persons attend the Site.

3.15.3 The Contractor shall ensure that no member of the site team has direct or indirect contact with School/College pupils/students. This includes taking photographs or videos.

3.16 Scaffolding

3.16.1 Scaffolding shall be designed to be safe by competent persons. Edge protection and working platforms shall have no gaps. Trip hazards shall be removed and the potential for falling objects prevented by toe boards and brick guards without gaps.

3.16.2 Access to scaffolding and between platforms shall be through robust ladder or stair arrangements protected by ladder gates or trap doors. Scaffold access points at ground level shall have lockable gates to prevent unauthorised access outside of working hours. Ladder and platform runs shall be short to avoid excessive climbs. Ladders and stairs shall be made of metal, tied securely and be in good condition.

3.16.3 Scaffold erectors shall follow safe working practices which includes the use of fall arrest systems and working from places of safety.

3.16.4 Scaffolding shall be inspected by competent persons.

3.16.5 If the Contractor strikes scaffolding before ascertaining whether it is required by any statutory authority or the Employer's Representative, it shall be responsible for re-erecting the scaffolding or other appropriate and safe form of access (as agreed with the Employer) at its own expense.

3.17 Temperature, humidity and lighting

3.17.1 Works as they progress shall be protected from the weather and from other work activities.

3.17.2 The Contractor shall be responsible for providing all permanent and/or temporary climatic conditions to ensure the satisfactory and efficient progress of the Works. This includes humidity control, lighting and air conditioning as required.

3.17.3 The Contractor shall maintain adequate temperature and control humidity levels in all parts of the Works as necessary to facilitate the progress and satisfactory completion of the Works including work of sub-contractors and persons directly engaged by the Employer.

3.17.4 The drying out and humidity of the Works and the application of heat shall be controlled 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.

3.17.5 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.

3.17.6 The Contractor shall 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 approval from the Employer.

3.17.7 The Contractor shall provide suitable and sufficient temporary work area lighting throughout the construction phase. This shall include all task lighting to avoid any operative working in low light conditions. The use of the permanent lighting installation will not be permitted unless previously agreed in writing by the Employer in which event new replacement luminaires shall be provided by the Contractor at their expense, prior to Practical Completion.

3.17.8 Save for any necessary testing and commissioning, the Contractor shall not rely upon new services provisions to provide heating or lighting for the Works.

3.18 Fire access

3.18.1 The Contractor shall ascertain the required access routes for the fire brigade and shall keep those routes open and maintained throughout the duration of the Works including overnight and at weekends.

3.18.2 Emergency exit routes from existing buildings shall be maintained at all times. The Contractor shall liaise with the Employer's Representative and the School/College prior to defining or changing such exit routes.

3.18.3 All current or alternative emergency assembly areas shall be maintained for the number of persons that require them. The Contractor shall liaise with the Employer's Representative and the School/College prior to changing any assembly areas.

3.19 Fire precautions

3.19.1 The Contractor shall comply with the HSE's publication [Fire safety in construction \(HSG168 Third edition\)](#). The Contractor shall appoint a site fire safety coordinator and implement any site fire strategy before commencing work as required.

3.19.2 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 duration of the Works, which includes robust management of waste and waste storage areas.

3.19.3 Potential hazards shall be discussed, and fire precautions agreed with an appropriate Fire Officer from the Fire Brigade and the Employer's Representative prior to commencement of work.

3.19.4 The Contractor shall facilitate any visits the Fire Officer may make, to inspect the Site and buildings and to ensure that the fire precautions are adequate. The Contractor shall comply with any reasonable request made by the Fire Officer in this connection.

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

3.19.6 All fire exits and escape routes shall be kept clear of obstructions.

3.19.7 All escape routes internally and externally to the construction site shall be clearly defined and signposted.

3.20 Refurbishment work to Buildings

3.20.1 In respect of refurbishment work to Refurbished Buildings, the required level of compliance with the Employer's Requirements is set out in the project specific Refurbishment Scope of Works (RSoW) under the headings of architectural elements (including FF&E) and M&E elements (including Technology) and uses of the following designations:

- **Remodelled Area:** the total area of any internal spaces in which some internal walls are to be removed and/or rebuilt, and most elements within the space, including the fenestration, are designated as 'Renew' or 'Replace'
- **Refurbished Area:** existing spaces or area to remain, within their existing walls, in which some elements in the space are designated as 'Renew', 'Replace' or 'Repair' and some are designated as 'Retain', but decorated where necessary
- **Untouched Area:** existing spaces or area not within the Works, shall be left as existing with 'No Work' required

3.20.2 In the project specific RSoW, the following designations shall apply with respect to work to individual elements:

- **Renew:** all new elements or finishes designed to satisfy the relevant requirements in the Employer's Requirements
- **Replace:** partially new and/or major repairs to existing elements or finishes designed to satisfy the relevant requirements in the Employer's Requirements, where possible
- **Repair:** isolated repairs to elements or finishes to satisfy the requirements in any project specific specification or drawing issued as part of the Employer's Requirements
- **Retain:** existing elements or finishes left as existing, with no work required unless needed in order to complete other works that form part of the Scheme; overall performance shall be no worse than the existing performance and condition
- **No Work:** no work required; shall be left as existing

3.20.3 Except where refurbishment works to a room, space or Suite of Spaces are designated 'Untouched', all work shall be left clean, serviceable and commissioned

including the removal and disposal of any redundant existing material and temporary scaffolding and protection where necessary.

3.20.4 The minimum life expectancy requirements outlined in the Technical Manual shall be met for all refurbishment works to reduce the frequency at which the asset lifecycle replacement takes place.

3.20.5 Where the minimum life expectancy requirement is deemed to have a significant impact on capital expenditure which is disproportionate to the benefit, or there are constraints due to location, adjacent elements or sub-structure that make this impossible, the Contractor shall propose the best value optimised solution(s) backed by robust evidence for review and decision by the Employer and Employer's Representative.

3.20.6 Any fitting, repairing or reusing of existing elements shall be carried out in accordance with Good Industry Practice and such elements shall have a reasonable life expectancy to be agreed with the Employer.

3.20.7 Where the Contractor is required to match existing components/features this shall assume an equivalence in terms of size, proportion and thickness, colour, texture, material composition, material layering, application and fixing methodology.

3.20.8 Refurbishment or demolition works shall not commence until an asbestos refurbishment/demolition survey has been completed and all asbestos identified and removed. All 'no access' and 'limited access' areas in the report shall be further investigated before any refurbishment/demolition activity begins.

3.20.9 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/College, such as examinations, without specific prior approval by the Employer's Representative.

3.20.10 All demolition works shall be subject to enhanced health and safety arrangements to ensure the safety of people and property affected by the demolition. These arrangements shall include controlling noise, vibration, dust and debris effectively. Dust and vibration monitors shall be used during demolition activity on site. These shall be placed at suitable locations to ensure effectiveness.

3.20.11 All demolition works shall be within an area of exclusion that prevents unauthorised access to site personnel as well as external trespassers.

3.21 Utilities

3.21.1 All excavations shall be managed to avoid contact with and/or damage to underground utilities. As a minimum, the Contractor shall comply with the HSE's publication [Avoiding danger from underground services \(HSG47 Third edition\)](#).

3.21.2 It is anticipated that there may be services on the Site which are not correctly identified on existing records. Where such services are encountered, the Contractor shall notify the Employer. Any necessary diversion of such services shall be the responsibility of the Contractor without adjustment to the Contract Sum.

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

3.21.4 The Contractor shall undertake all necessary surveys to identify any existing drainage systems and services to be retained, which shall be fully maintained during the progress of the Works. The Contractor shall take all necessary steps to prevent any interruption to such. Any existing drainage systems to be retained but not used shall be recorded on the drawings.

3.21.5 The Contractor shall issue Underground Drainage CCTV Survey Information (as referenced in the DEIR) prior to works commencing and again as updated survey information upon completion as part of the handover documentation. The updated survey shall show all new and modified drainage and any connections to existing drainage to demonstrate a compliant installation with no faults or blockages.

3.21.6 The Contractor shall adequately protect, uphold, maintain and prevent damage to all existing services above and below ground.

3.21.7 The Contractor shall be responsible for identifying the location(s) 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.

3.21.8 To ensure the continuity of existing services the Contractor shall:

- separately meter all power, energy and water supplies used during the Works where utilising School/College supplies, unless separate supplies are procured by the Contractor
- provide meter readings to the relevant representative of the School/College and Employer's Representative at the commencement and completion of each phase of the Works
- reimburse the School/College for all power, energy 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/College
- indemnify the School/College and all stakeholders in respect of any loss resulting from the accidental interruption of utilities due to negligence or poor practice

3.22 Work by statutory authorities

3.22.1 The coordination, order, programming, management, monitoring and sign-off of any work(s) to be executed by local authorities and statutory undertakers shall be the responsibility of the Contractor.

3.23 Planning, coordination, monitoring and supervision of the Works

3.23.1 The Contractor shall be a member of the Considerate Constructors Scheme (or equivalent). Where a different scheme is proposed, the Contractor shall evidence that its policies and procedures are comparable to those required of the Considerate Constructors Scheme through their Contractor's Proposals and throughout the construction phase of the Scheme.

3.23.2 The Contractor shall fully manage the design, procurement and construction of the Works ensuring they can be safely executed and to the quality required with minimal disruption to School/College operations.

3.23.3 The Contractor shall be responsible for the coordination, management and administration of the Works, including all sub-contracts, material deliveries, storage and disposal arrangements. No aspect of the Works shall be adversely affected by the poor coordination and management of deliveries, storage and disposal arrangements or construction traffic generally.

3.23.4 The Contractor shall agree, manage and monitor micro programmes with each sub-contractor, supplier and statutory authority and obtain and supply information as necessary for coordination of the work.

3.23.5 In the event that the Employer requests their own sub-contractor (the term sub-contractor for this clause shall mean any third party with a vested interest in the Scheme e.g., school staff, Technology etc) to carry out works prior to Practical Completion, the Contractor shall afford these parties all necessary access and attendances in accordance with the Scheme Contract. The Employer shall seek to notify the Contractor of such events at invitation to tender stage, or as early as is possible. The Contractor retains responsibility for coordinating 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 or Employer's Representative once before and after condition records have been reviewed.

3.23.6 The Contractor shall be responsible for notifying and coordinating all statutory authorities as and when required on Site. The coordination shall include 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.

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

3.23.8 The Contractor shall ensure all temporary works designs are provided by a qualified temporary works designer.

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

3.23.10 The Contractor shall provide the access, facilities and all necessary equipment for inspection of the Works by the Employer and Employer's Representative at any time up to and including issue of the Notice of Completion of Making Good or any other notice or certification of completion of making good as the Scheme Contract requires. This shall include the Contractor facilitating access for inspection at offsite building/component manufacturing facilities, sub-contractor manufacturing facilities, and supplier facilities etc.

3.23.11 The Contractor shall notify the School/College in advance of the date on which lifts, fire protection, mechanical, electrical, security installations (and the like) will be ready and available for inspection by their insurers. The Contractor shall also liaise with all parties, including the Employer's Representative, to establish a suitable date for inspections within the programme without causing a delay to handover. The Contractor shall provide access to the facilities and all necessary equipment for such inspections.

3.23.12 The Contractor shall give reasonable notice to the Employer's Representative before covering up work.

3.23.13 A period of time shall be pre-agreed for the placement and installation of FF&E and Technology, taking account of any foreseeable delivery issues identified the Project Brief.

3.23.14 The proposed timing of the completion of hard and soft landscape shall ensure that play areas, sports pitches and hard surfaced games courts are available before, or as soon as possible after, the handover of completed Buildings. Where seasonal constraints exist to complete planting, refer to 4.2.2.

3.24 Protection of the public during construction

3.24.1 The Contractor shall take all precautions necessary to ensure the safety of pupils, staff and the public during the carrying out of the Works and rectification of any defects. The Contractor shall ensure that plant and equipment is not left unattended and is secured during periods when the Site is vacant/unoccupied.

3.24.2 The Contractor shall take all steps to protect the public against harm due to demolition, refurbishment and construction. These steps shall include the provision and

adaptation, maintenance and removal as required of all necessary temporary fences, barriers, guardrails, screens and the like.

3.24.3 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/students and other parties can gain access.

3.24.4 The Contractor shall take steps to prevent all damage, loss, injury and nuisance caused by (not exhaustive) dust, smoke, noise, debris, silt, artificial lighting, stockpiles, temporary works and the like.

3.24.5 The Contractor shall comply with the requirements of the HSE, Local Authority and other statutory requirements including the [Control of Pollution Act 1974](#) and the [Environmental Protection Act 1990](#).

3.24.6 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 shall comply with statutory notices, conditions or limitations that may be imposed on them or on the Employer by any Local Authority.

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

3.24.8 Without prejudice to their duty to comply with the [Control of Pollution Act 1974](#), the Contractor shall allow for complying with [BS 5228 'Code of practice for noise and vibration control on construction and open sites'](#) including the recommendations on community relations, planning and supervision.

3.24.9 The Contractor shall immediately inform the Employer's Representative in writing of any contravention of the said Act or British Standard. The Employer's Representative may subsequently issue such instructions as may be required to abate, avoid or halt any further contravention and the Contractor shall comply with such instructions at its own cost.

3.24.10 The Contractor shall not be entitled to reimbursement by the Employer of any costs, damages, loss or expense 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.

3.24.11 All work shall be carried out in accordance with the agreed programme to minimise disruption to educational services and ensure that no disruption is caused during examination periods.

3.24.12 Noisy works shall generally be avoided during lessons and are prohibited during examinations. Where unavoidable noise is required to take place during the School/College day at an operational School/College (other than during examination periods), the Contractor shall give at least 24 hours' notice of the time and duration of the impending disturbance to the Employer's and School/College's Representatives.

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

3.24.14 The Contractor shall take all necessary precautions to prevent nuisance from the generation of waste including the infestation of the Works by pests e.g., insects, birds, rats etc.

3.24.15 The burning of materials on Site is prohibited.

3.24.16 The use of explosives will not be permitted unless expressly agreed in writing with the Employer and Employer's Representative.

3.24.17 The Contractor shall prevent fire or explosion caused by any means.

3.24.18 All plant, tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the plant, tools and vehicles.

3.24.19 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.

3.24.20 The Contractor shall note that in many cases the neighbouring properties to the Site are likely to be residential properties, and without prejudice to its liabilities and responsibilities in the Scheme Contract, the Contractor shall take full responsibility for any complaints or claims resulting from any failure to control dust, noise or vibration on the Site.

3.24.21 The Contractor shall prevent nuisance from dust by appropriate methods of working e.g., 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/College is protected from dust during the Works. The Contractor shall remove on completion such screens, dustsheets etc.

3.24.22 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.

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

3.24.24 All precious or valuable metals or items identified that are required to be removed from Site during the course of the Works shall first be notified to the Employer and shall be listed in the form of a Credit Schedule prior to their removal from Site. The Contract Sum shall then be adjusted accordingly. Removal of any such items shall be subject to the provisions of the Scheme Contract.

3.24.25 The Contractor shall, at its 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](#) as may be amended, extended or re-enacted from time to time or any future legislation that may be introduced into Parliament in respect of the same.

3.24.26 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.

3.25 Minimising the environmental impact during construction

3.25.1 The Works shall be designed to optimise low environmental impact materials and minimise its overall impact on the environment.

3.25.2 Materials and products used shall be supported by a certificated Environmental Management System (EMS) such as BES 6001 (Responsible Sourcing of Construction Products) or BS EN ISO 14001 (Environmental management systems. Requirements with guidance for use) for manufacturing and key processes.

3.25.3 Materials and products used shall also be supported by Environmental Product Declarations (EPDs) produced to BS EN 15804 (Sustainability of construction works. Environmental product declarations. Core rules for the product category of construction products), BS EN ISO 14025 (Environmental labels and declarations. Type III environmental declarations. Principles and procedures) and ISO 21930 (Sustainability in buildings and civil engineering works. Core rules for environmental product declarations of construction products and services). Carbon intensity identified in EPDs shall be used in Embodied and Whole life carbon reporting.

3.25.4 In order to meet the UK Government's timber procurement policy, only timber and wood-derived products originating from independently verifiable Legal and Sustainable sources (in accordance with the UK Timber Regulations and UK FLEGT Regulations) will

be permitted for use on Schemes and appropriate documentation will be required to prove it.

3.25.5 The Contractor shall adopt a sustainable approach to construction and manufacture to:

- minimise the use of all resources
- maximise the use of existing site structures for reuse on site, wherever possible, following the outcomes in the pre-demolition audit
- reduce the demand for energy and water use during the Works period
- minimise CO₂ emissions during the Works period
- minimise noise and air pollution during the Works period
- maximise the use of building materials and construction practices that allow for materials to be reused or recycled after the end of their lifespan/use
- maximise the use of products that protect occupants' health and promote a healthy learning environment e.g., toxicity and off-gassing of materials (air quality)
- consider the whole life cycle embodied carbon of materials used, and
- consider qualified user control (i.e., to allow people to control their own environment at will - linked to people's psychological wellbeing)

3.25.6 The Contractor shall set out and follow a Site Waste Management Plan (SWMP) that identifies targets and improves on best practice to minimise site waste from new construction. Where waste is unavoidable, the Contractor shall provide measures to store separate waste streams on site for collection, maximise opportunities for recycling and minimise waste to landfill. Where practicable, materials shall be used where site waste can be returned to manufacturers or be made available to local or regional material banks.

3.25.7 The removal or containment of hazardous materials shall be safely managed.

3.25.8 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, watercourses or drains on the Site and/or any adjoining property.

3.25.9 The Contractor shall not permit the blockage of any rivers, ditches, watercourses or drains by reason of anything done or omitted to have been done on the Site or any land upon which the Works are being undertaken.

3.25.10 The Contractor shall comply, at its 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.

3.26 Health and safety on Sites

3.26.1 Overarching requirements

3.26.1.1 As the Employer, DfE must make suitable arrangements for managing a Scheme, including the allocation of sufficient time and resources. This includes ensuring the Principal Designer and Principal Contractor undertake the Works, so far as is reasonably practicable, without risks to the health or safety of any person affected by the Scheme. The Employer must also ensure that minimum welfare facilities are provided by the Principal Designer and Principal Contractor.

3.26.1.2 All works shall be designed, coordinated and constructed to satisfy the requirements of [The Construction \(Design and Management\) Regulations 2015](#) and other relevant legislative requirements and guidance, including the HSE's [Health and safety in construction \(HSG150 Third edition\)](#).

3.26.1.3 The Contractor shall follow the CDM 'Principle of Prevention' and comply with the requirement to avoid risks through the design process. The Contractor shall not introduce risks that had or should have been eliminated at the design stage.

3.26.1.4 In relation to all demolition and construction work, the Contractor shall take all necessary steps in accordance with Statutory Requirements, including obtaining all necessary prior Consents from the relevant authorities, to ensure that the health and safety of all occupants of the Site, individuals invited onto the Site, occupants of the existing School/College and occupants of adjoining properties is not adversely impacted by the undertaking of the Works.

3.26.1.5 Where existing School/College sites continue to be occupied by pupils/students, staff and visitors during the construction phase, the Contractor shall take particular care to safeguard them.

3.26.1.6 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.

3.26.1.7 The Contractor shall make specific site rules dealing with the wearing of appropriate clothing and PPE (conforming to the requirements in 3.26.2), drinking, eating, smoking, bad language and general housekeeping discipline on Site.

3.26.1.8 When drains are being constructed, 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 foundations and walls shall be properly built with appropriate seals whilst allowing for movement.

3.26.1.9 During construction, all floor openings should be covered using proprietary floor covers which shall be rigid, flush with the floor surface or have chamfered edges, securely fixed, highly visible and have anti-slip properties.

3.26.1.10 The Contractor shall prepare an emergency plan as a part of the Construction Phase Plan for the Site which shall include details of how fires will be dealt with throughout the construction phase. The Contractor shall share these plans with the Employer, Employer's Representative, and the School/College.

3.26.1.11 The Contractor shall undertake inductions for the emergency plan with the School/College and all affected parties, where the plan might affect the safety of pupils/students, staff, visitors and members of the public in retained buildings in close proximity to the Works.

3.26.1.12 The Contractor shall properly investigate all accidents/incidents and implement remedial actions as necessary to prevent reoccurrence. Should an accident/incident occur, the Contractor shall report to the Employer following the DfE Accident Reporting Procedure, including sending a copy of the investigation report to the Employer within 30 calendar days of the accident/incident occurring.

3.26.1.13 The Employer's health and safety manager will liaise with the Employer's Representative to arrange the health and safety related Site Inspection. These Site Inspections shall be attended by the DfE Project Team, the Employer's Representative and a Contractor representative (e.g., site manager). No more than two contractor representatives are needed for the Site Inspection.

3.26.1.14 The HSQW team shall endeavour to issue each health and safety (HS) related HSQW Report no later than 2 weeks after the relevant Site Inspection. HSQW Reports that focus on health and safety shall record issues that may relate, but not be limited to:

- Welfare facilities
- Site security and fencing
- Work at height
- Excavations
- Fire
- Asbestos
- COSHH
- Provision and use of Personal Protective Equipment (PPE)
- Risk Assessments and Method Statements (RAMS)
- Housekeeping
- Safe access and egress/slips and trips
- Traffic management
- Temporary Works

3.26.1.15 The Employer's Representative shall follow up any outstanding issues in the HSQW Report with the Contractor.

3.26.2 Protective clothing

3.26.2.1 The Contractor shall provide and maintain protective clothing, footwear and headwear as required by relevant health and safety legislation for all personnel engaged on or visiting the Site and for the sole use by persons acting on behalf of the Employer. The protective clothing to be worn on Site shall include a minimum of five items of Personal Protective Equipment (PPE) as follows:

- high visibility vest/jacket
- safety helmet with four-point chin strap
- lace up safety boots to a S3 minimum standard
- safety gloves, and
- safety eyewear (spectacle wearers to wear safety eyewear over prescription glasses or wear proprietary safety spectacles)

3.26.3 Working at height

3.26.3.1 Ladders and hop-ups shall not be routinely used on the Site. They shall be placed on a permit-to-work system and used as a last resort due to space and time constraints (i.e., for short duration use of less than 30 minutes and in confined areas such as risers). Where a short duration activity is repetitive, then it is no longer a short duration, and an alternative working at height method shall be used in line with [The Work at Height Regulations 2005 hierarchy](#).

3.26.3.2 Roof void openings shall have proprietary covers or have rigid edge protection systems and a crash deck below. Where timber is used to cover roof void openings, the timber shall be 18mm thick, securely fixed and have proven structural strength. It shall be regularly checked and signed off by a competent person and included in the temporary works register as a Category 1 item.

3.26.3.3 Lift shaft openings are to have a lockable safety gate on all floors. If this cannot be provided for operational reasons (for example, the Scheme is still in its early construction stage) a guard rail system shall be provided to a minimum height of 950mm above adjacent floor level.

3.26.3.4 A minimum 1.5m high guard rail system shall be installed as edge protection around atria where construction activity is in progress on the upper floors of the building.

3.26.4 Excavations

3.26.4.1 Proprietary access steps shall be provided for safe access into and out of excavations irrespective of the excavation depth.

3.26.4.2 Suitable edge protection shall be provided. Heras type fencing, crowd control barriers etc are not suitable for use as edge protection unless placed 2m away from the excavation edge. Where a 2m gap cannot be achieved, rigidly fixed edge protection or cantilevered edge protection systems must be used.

3.26.5 Safe access and egress

3.26.5.1 Proprietary kerb ramps or proprietary steps shall be used for safe access to and egress around the building during construction. Timber ramps are prohibited. Timber steps may be used but these shall be rigid, have the required structural strength, display contrasting nosings and be anti-slip. All timber steps shall be regularly checked and signed off by a competent person and included on the temporary works register as a Category 1 item. Handrails may be required depending on the height of the steps.

3.26.5.2 The use of timber steps does not apply to excavations; proprietary access systems shall be provided for all excavations as 3.26.4.

3.26.6 Asbestos

3.26.6.1 In carrying out its obligations under a Scheme Contract, the Contractor shall comply with [The Control of Asbestos Regulations 2012](#), its associated [Approved Code of Practice](#) and all other relevant Statutory Requirements. In so doing, the Contractor shall become and fulfil the “duty holder” role and associated responsibilities for managing asbestos for the Site.

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

3.26.6.3 The Contractor shall be responsible for visiting the Site to ascertain the means of access, nature, content, condition and extent of any asbestos containing materials (ACMs) including any rubble, surface or buried, resulting from previously demolished buildings.

3.26.6.4 The Contractor shall carry out all necessary asbestos removal and/or remedial works required in connection with the Scheme and shall make provision 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. For the avoidance of doubt, the asbestos removal and/or remedial works to be carried out pursuant to this clause shall not be deemed to be a Change/Variation for the purposes of the Scheme Contract.

3.26.6.5 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 Employer's Representative any suspected asbestos containing material discovered

during demolition/refurbishment work. The Contractor shall avoid disturbing such materials and inform the Employer's Representative of the methods proposed for safe testing, and removal or encapsulation in accordance with all relevant Statutory Requirements.

3.26.6.6 In the event of any suspected spread of asbestos, the affected area shall be evacuated immediately and sealed. The Contractor shall instigate emergency procedures to protect site personnel. This should be followed by advising the Employer's Representative, the School/College and the HSE.

3.27 Temporary accommodation for School/College use

3.27.1 The Contractor shall not, without the written consent of the Employer's Representative, erect or permit to be erected on the Site any temporary structure (including temporary accommodation for School/College use) except site accommodation and welfare facilities for the Contractor's own use during the Works.

3.27.2 DfE have existing arrangements in place with temporary accommodation providers. The Employer reserves the right to provide temporary accommodation for any Scheme where temporary School/College accommodation is required. Where required by the Employer, the Contractor shall be responsible for all associated Site Works for temporary School/College accommodation including, but not limited to, craneage, foundations, groundworks, service connections and trackways (if required). The Contractor shall incorporate the temporary School/College accommodation Works into their programme and be responsible for managing the DfE's temporary accommodation provider and all associated risks. Where this clause applies, the Employer shall set out its requirements in the Project Brief.

3.27.3 Where applicable, the Contractor shall insert a management fee for this service in the Framework Pricing Schedule, which will be applied to the Contract Sum for the School/College temporary accommodation only.

3.27.4 Where clause 3.27.2 does not apply and the Contractor is responsible for providing temporary School/College accommodation as a part of the Scheme Contract, the Contractor shall ensure that such accommodation complies with this Section (3.27) in its entirety.

3.27.5 The provision of temporary School/College accommodation, whether as additional accommodation or required due to construction or refurbishment Works, shall:

- comply with the DfE's Employer's Requirements for temporary accommodation which will be issued where applicable as part of the Scheme call-off
- comply with the spatial requirements of BB103 and/or BB104 as applicable

- provide an internal and external environment that is healthy, safe and secure for all its users, noting some users may be disabled or have Special Education Needs (SEN)
- ensure equality of access to education services and appropriate levels of safeguarding
- support the curriculum and organisational model with minimal disruption
- meet the administrative, pastoral and other needs of the School/College
- be sensitive to the local environment including neighbouring sites and occupants, and
- at all times, meet the requirements of either [The School Premises \(England\) Regulations 2012](#) for maintained schools or [The Education \(Independent School Standards\) Regulations 2014](#) for academies, free schools and sixth form colleges (as applicable to the Scheme)

3.27.6 Marquees, portable modular units and semi-rigid structures shall not be used without the express written consent of the Employer.

3.27.7 For temporary accommodation that will remain where it is erected for more than 28 days, all facilities shall meet both the overarching requirements noted in this Section (3.27) and all relevant Statutory Requirements.

3.27.8 Compliance with [The Building Regulations 2010](#) will be required for any temporary building which is intended to remain where it is erected for more than 28 days. The only exception to this is temporary accommodation in place for less than two years where there can be a relaxation on compliance with [Approved Document L Conservation of fuel and power - Volume 2: Buildings other than dwellings](#). For temporary buildings intended to remain where erected for more than 28 days, the following shall be provided:

- evidence of pre-commencement engagement with the Local Authority Building Control Department or an experienced Approved Inspector and the local Fire and Rescue Service
- a full design stage assessment by the Local Authority Building Control Department or Approved Inspector, including itemised non-compliant matters requiring resolution
- third party test certification supporting the design and construction of the selected (portable) temporary accommodation, typically, BBA certificates
- full plans (design stage) approval and subsequent final inspection/completion certificate for the agreed building control regulated design and works
- for occupation, an updated fire risk assessment and fire safety management plan in accordance with the requirements of [The Regulatory Reform \(Fire Safety\) Order 2005](#), and
- to prevent combustible material accumulating beneath temporary accommodation and ramps, 'skirts' (e.g., boarding material) shall be fitted around the bases of these structures

3.27.9 The Contractor shall be responsible for providing temporary accommodation including, but not limited to, obtaining all Consents, planning permission, the supply and erection of the temporary School/College accommodation, all necessary Technology and utilities connections, and the removal (including all debris, surplus materials and rubbish), safe disconnection/capping of utilities and Site reinstatement following completion of the Works.

3.27.10 All temporary accommodation and its component parts shall be designed and fabricated to achieve a minimum life expectancy of 25 years and have a minimum residual life of 150% of the time it is contracted to be on Site, to ensure the temporary accommodation continues to meet the DfE's requirements in case of contract delay or extension.

3.27.11 The Contractor shall design any temporary accommodation such that a disabled pupil/student or pupil/student with SEN is not placed at a disadvantage in terms of access to teaching, learning and social spaces.

3.27.12 The Contractor shall design any temporary accommodation to create an environment conducive to effective teaching, which supports behaviour and pastoral care through the provision of:

- some internal transparency between the central circulation and teaching spaces so that users are visible to others in that suite. This can be in the form of glazed screens to the side of doors or fully glazed doors
- entrance and circulation areas that allow space for safe and comfortable movement
- offices and staff work rooms that are located and designed to support passive supervision, and
- toilets that are positioned for easy access, facilitate passive supervision but ensure privacy of use

3.27.13 The handover of temporary accommodation for School/College use shall be carried out in the same manner as any permanent Scheme - see [4 Handover, Practical Completion and post-completion](#).

3.27.14 For temporary School/College accommodation, the Contractor shall provide handover information aligned to the DfE's Operation and Maintenance structure, and temporary accommodation deliverables as set out in the Scheme-specific Detailed Exchange Information Requirements, with content reflecting the agreed division of operational and maintenance responsibilities between the Contractor and Responsible Body.

3.27.15 The Contractor shall at handover provide the Employer with a description of the current condition of the temporary accommodation ('Condition Summary') for approval by the Employer (such approval not to be unreasonably withheld or delayed).

3.27.16 The Contractor shall conduct the maintenance and repairs as required by the DfE's Employer's Requirements for temporary accommodation at its own cost for the full hire term. The Contractor's maintenance strategy shall include, but not be limited to, an established process as part of the Scheme Contract to enable the Employer to report and request maintenance and repairs for the temporary School/College accommodation, and categories of callout urgency, corresponding response times and procedures.

3.27.17 The Contractor shall provide the Employer with a full maintenance schedule for approval by the Employer (such approval not to be unreasonably withheld or delayed) making it clear the maintenance responsibilities of the School/College, proactively reducing the need for repairs, and ensuring consistent and accurate operation following commissioning of the temporary School/College accommodation.

3.27.18 In an event of the Employer reporting a fault, the Contractor shall investigate the fault in full and provide written confirmation of the findings, and the scope and expected costs of such repair/replacement work to the Employer. This shall include, but not be limited to, where repair work or the replacement of a component part or system is required as a result of damage caused by the Employer or School/College.

3.27.19 Subject to clause 3.27.20 below and notwithstanding clause 4.1 of the Scheme Contract, the Contractor shall be entitled to claim loss and expense pursuant to clause 4.21.5 of the Scheme Contract in respect of costs incurred by the Contractor in repairing damage to the temporary accommodation, and such damage (save as provided for in clause 3.27.20) shall be deemed to be an impediment, prevention or default caused by the Employer or the School/College under clause 4.21.5 of the Scheme Contract, provided that:

- the Contractor is liable for such costs under the terms of the temporary accommodation hire contract, and
- such costs are properly payable under the terms of the temporary accommodation hire contract, and
- the damage to the temporary accommodation is caused by the Employer or the School/College,

and provided further that the Contractor and the temporary accommodation sub-contractor have made every attempt to mitigate such costs, loss and expense. The Contractor shall not be entitled to any extension to the Completion Date in respect of such damage.

3.27.20 The Contractor shall be responsible for loss, theft, damage or destruction to the temporary accommodation:

- caused or contributed to by the negligence or breach of contract or default, whether by act or omission of the Contractor, its sub-contractors or agents, or any third party controlled by or acting under the order or direction of the Contractor

- which is listed in the maintenance schedule approved by the Employer under clause 3.27.17, and/or arises from the carrying out or failure to carry out by the Contractor of maintenance within the maintenance schedule
- while the Contractor has physical possession of the temporary accommodation including, but not limited to, maintenance
- detailed in the Condition Summary
- resulting from fair wear and tear during the period of use, and
- which are or arise as a result of defects

3.27.21 Subject to the provisions of clause 3.27.20, the risk of loss, theft, damage or destruction of the temporary accommodation shall pass to the Employer at handover, until the end of the period of use by the School/College and the Contractor takes back possession or is required to take back possession of the temporary accommodation in accordance with the Scheme Contract.

3.27.22 The temporary accommodation shall at all times remain the property of the Contractor, and the Employer shall have no right, title or interest in or to the temporary accommodation (save the right to quiet possession, free of interference).

3.27.23 During the period of use, the Employer shall take out and maintain or procure that the School/College takes out and maintains insurance with a reputable insurance company against loss, damage and third party liability to the full reinstatement value of the temporary accommodation. References to 'insurance' shall be deemed to include provision of self-insurance and/or cover with terms that are generally available to the Employer or the School/College but without the obligation to insure (and shall (without limitation) include the DfE's Risk Protection Arrangement).

3.27.24 The Employer shall give written notice to the Contractor in the event of any loss, accident or damage to the temporary accommodation during the period of use as soon as reasonably practicable after becoming aware of the event.

3.27.25 The Employer shall during the period of use:

- ensure that the temporary accommodation is kept secure and used only for the purposes of the School/College
- subject to clauses 3.27.16, 3.27.17, 3.27.18 and 3.27.20, repair and maintain the temporary accommodation items specified as School/College responsibility in the maintenance schedule (3.27.17) at its own expense in no better or worse condition (subject to fair wear and tear) than at handover
- provide copies to the Contractor (where reasonably requested by the Contractor) of maintenance records of the temporary accommodation that are specified as School/College responsibility in the maintenance schedule (3.27.17)
- make no alteration to the temporary accommodation
- not move or attempt to move any part of the temporary accommodation to any other location without the Contractor's prior consent

- permit the Contractor or its duly authorised representative to inspect the temporary accommodation at all reasonable times to enter upon the School/College premises (provided always that 'reasonable times' shall not include any periods which might adversely affect the provision of education, and provided further that the Contractor shall comply with the relevant clauses of the Scheme Contract in relation to Site access and conduct on Site)
- not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the temporary accommodation or allow the creation of any mortgage, charge, lien or other security interest in respect of them
- not use the temporary accommodation for any unlawful purpose
- ensure that at all times the temporary accommodation remains identifiable as being the Contractor's property and wherever possible shall ensure that a visible sign to that effect is attached to the temporary accommodation, and
- not do or permit to be done anything which could invalidate the insurance referred to in clause 3.27.23

4 Handover, Practical Completion and post-completion

4.1 Preparation for handover

4.1.1 Building readiness and soft landings checklist

4.1.1.1 In sufficient time prior to Practical Completion, the Employer's Representative and the Contractor shall review the details of all handover activities to achieve Practical Completion, including roles, responsibilities, input requirements and timescales. The responsibility for this completion process shall be assigned to a designated person on behalf of the Contractor. The Contractor shall also identify a Soft Landings representative. It is preferable both roles are carried out by the same person.

4.1.1.2 The Employer's Representative shall refer to the Soft Landings Checklist and amend to suit the Scheme striking out irrelevant activities and adding in any missing aspects particular to the Scheme.

4.1.1.3 As 2.4.4 of this resource, the Contractor shall prepare a Building Readiness and Maintenance Programme (part of the Master Programme), 6 months in advance of Practical Completion in accordance with the Soft Landings protocols, to capture all activities in the run up to Practical Completion and through to the end of the Rectification Period.

4.1.1.4 The Building Readiness and Maintenance Programme and Soft Landings Checklist shall not only capture all Building activities in the run up to Practical Completion including, but not limited to, all testing, commissioning and witnessing, soak testing, decant, contractor's clean and the training of identified personnel, but the activities post Practical Completion for which the Contractor is responsible. Such post Practical Completion activities include, but are not limited to, initial aftercare (see 4.2.1), seasonal commissioning of building services (see 4.2.4), and building performance, energy and carbon reporting (see 4.2.5 and 4.2.6 of this resource). The status of each activity shall be tracked and recorded on the Soft Landings Checklist.

4.1.1.5 Any areas of non conformance previously raised during Site Inspections shall have been remedied in accordance with the agreed protocols.

4.1.1.6 All activities and documentation demonstrating compliance with the [Building Safety Act 2022](#) including, but not limited to, the Building Regulations Compliance Tracker, Contractor Compliance Statement and Project Team Compliance Statement shall have been satisfactorily completed.

4.1.1.7 A Snagging Report (as referenced in the DEIR) shall be prepared, and remedial works managed to minimise/eliminate snags at handover. Separate snagging reports shall be drawn up for FF&E and Technology respectively.

4.1.2 Outdoor environment readiness and soft landings checklist

4.1.2.1 As 2.4.4 of this resource, the Contractor shall prepare an Outdoor Environment Readiness and Maintenance Programme (part of the Master Programme), 6 months in advance of Practical Completion in accordance with the Soft Landings protocols, to capture all activities in the run up to Practical Completion and through to the end of the Rectification Period.

4.1.2.2 The Outdoor Environment Readiness and Maintenance Programme and Soft Landings Checklist shall capture all hard and soft landscape activities in the run up to Practical Completion including the training of identified personnel. These Deliverables shall also capture the completion and/or maintenance of planted areas during the Rectification Period for which the Contractor is responsible.

4.1.2.3 The status of each activity shall be tracked and recorded on the Soft Landings Checklist.

4.1.2.4 Any areas of non conformance previously raised during Site Inspections shall have been remedied in accordance with the agreed protocols.

4.1.2.5 A Landscape Snagging Report (as referenced in the DEIR) shall be prepared, and remedial works managed to minimise/eliminate snags at handover.

4.1.3 Commissioning and witnessing

4.1.3.1 The Contractor shall carry out testing and commissioning to ensure installed systems meet design performance requirements. All testing and commissioning shall be planned well in advance to allow witnessing to be carried out by the Employer's Representative.

4.1.3.2 The Contractor shall notify the Employer's Representative when systems are ready for witnessing and provide all relevant test certification a minimum of 5 working days prior to each agreed date for witnessing.

4.1.4 Soak testing

4.1.4.1 The Contractor shall carry out a soak test of all the mechanical and electrical services in their normal/auto operation mode, prior to Practical Completion, as if the Building were occupied and in use.

4.1.4.2 The soak test (as described in Sections 5.11 and 9.1 of the Technical Manual) shall be programmed to occur after completion of all setting to work, commissioning and testing of the mechanical and electrical services to prove reliability and correct calibration over a continuous period of 7 days.

4.1.5 Decanting Legacy FF&E, Technology and specialist equipment

4.1.5.1 The Contractor shall decant all agreed Legacy FF&E, Technology and specialist equipment in accordance with the Decant Protocol in the Scheme Contract.

4.1.5.2 Where an alternative Technology supplier is in place, the Contractor shall provide the necessary access and secure storage to the nominated third party supplier to ensure the installation and testing of Technology equipment is not delayed beyond the School/College opening.

4.1.6 Operability and training

4.1.6.1 The School/College shall have sufficient training and information to enable all operators to understand how the Building and Outdoor Environment has been designed, in compliance with the Technical Manual²⁰, in order to operate and maintain the facilities effectively, efficiently and reduce running and maintenance costs.

4.1.6.2 The Contractor shall agree with the Employer, during the design development phase, a tailored Training Schedule in accordance with Soft Landings protocols. The Training Schedule shall capture all training activities (also shown on the Building/Outdoor Environment Readiness and Maintenance Programmes) and identify the personnel to be trained.

4.1.6.3 The Contractor shall ensure the provision of training and information is proportionate and appropriate to the role and technical ability of identified personnel. This is to ensure School/College staff can satisfy their responsibilities in the new facility.

4.1.6.4 The Contractor shall expect to update/re-run some of the training during the first year of occupation and operation, particularly in relation to system normalisation, building performance monitoring and seasonal commissioning adjustments.

4.1.6.5 The Contractor shall record all completed training (including any updated training) in a Training Register, signed by those trained, and include within Volume 1 of the Operation and Maintenance (O&M) Manual. Refer to Appendix A of the Project's Information Standard.

4.1.6.6 All Information Deliverables identified as requirements prior to handover (RIBA Stage 5: Handover) shall be received, assured and documented within the relevant sections of the Operation and Maintenance (O&M) Manual prior to Practical Completion.

²⁰ Technology training as detailed in Section 6 of the Technical Manual.

4.1.7 Planned maintenance

4.1.7.1 A 5 year Planned Maintenance Plan (as referenced in the DEIR) shall be provided for each Scheme on handover to cover planned maintenance for all relevant works to Building Elements, Building Services, and Site and Infrastructure (including landscape and external structures) for inclusion in the O&M Manual. Refer to Appendix A of the Project's Information Standard. Note: Planned preventative maintenance information shall align with the data embedded in the Asset Register (Construction Operations Building information exchange - COBie) (as referenced in the DEIR).

4.1.7.2 The 5 year Planned Maintenance Plan shall outline the safety and security measures required for the safe execution of all internal and external maintenance (for example, via roof access stairs and the provision of a minimum 1100mm high parapet to the roof perimeter for edge protection for maintenance of roof mounted photovoltaic panels, rainwater outlets etc).

4.1.7.3 The Planned Maintenance Plan for a Special School, Special College or Alternative Provision (AP) (each as defined in Annex A of the Technical Manual) shall take particular account of the need to minimise disruption and discomfort to vulnerable pupils/students and young people.

4.1.7.4 The 5 year Planned Maintenance Plan shall be accompanied by a Landscape and Ecological Maintenance and Management Plan (as referenced in the DEIR) covering all management practices, monitoring and reporting requirements.

4.2 Requirements post completion

4.2.1 Initial aftercare

4.2.1.1 The Contractor's chosen Soft Landings representative shall be present on site and available to the School/College one day a week for a period of six weeks after Practical Completion for site reviews and meetings as support for the School/College and to enable issues to be addressed as soon as they arise.

4.2.1.2 The Employer's Representative shall liaise with the School/College to agree a suitable base for the Soft Landings representative for this period.

4.2.1.3 The Contractor's Soft Landings representative shall also facilitate, chair and minute monthly aftercare meetings at the School/College for a period of 12 months post Practical Completion. The Employer's Representative shall attend and set the agenda for these meetings to cover:

- aftercare issues
- training updates/requirements
- defects and remedial works

- systems monitoring including seasonal commissioning, energy and water usage and building performance evaluation

4.2.1.4 School/College and specialist Contractor representatives (e.g., sub-contractors) to attend the monthly aftercare meetings as necessary based on need/agenda. The Employer shall attend on a minimum quarterly basis. The Contractor shall prepare all necessary information based on agenda items, prepare/issue minutes and track progress against agreed actions.

Note: The frequency of aftercare meetings may be increased as directed by the Employer and Employer's Representative should the quantum and severity of aftercare issues warrant enhanced communication and oversight.

4.2.2 Seasonal constraints and the completion of planted areas

4.2.2.1 Where seasonal constraints prevent the planting, seeding or establishment of areas such as trees, seeding and turf by the time of Practical Completion, the Contractor shall be obliged to return and comply with the following provisions:

- for all plants and grass but not trees and hedges, during the first growing season following Practical Completion, the Contractor shall plant, cultivate, seed and adequately protect with temporary fencing the designated areas for a minimum of 6 months for seeded/turf grass and 12 months for herbaceous perennial plants
- for trees and hedges, during the first dormant season (November – April) following Practical Completion, the Contractor shall plant any trees and hedges as per the requirements in Section 8 of the Technical Manual

4.2.2.2 The Contractor shall maintain these areas for at least 12 months following completion of the planted area(s) or until the Rectification Period ends, whichever is longer, in accordance with 4.2.9 of this resource.

Note: Subject to the provision of adequate protection, the Contractor shall not be responsible for damage arising from unauthorised access by School/College staff and pupils/students and/or vandalism to these areas.

4.2.3 Rectification of defects

4.2.3.1 The Contractor shall ensure the School/College are in receipt of all key contact details, including out of hours/emergency telephone numbers, and are aware of the procedures for the reporting of defective items or 'defects'. When the Contractor is notified of a potential defect, the Employer and Employer's Representative shall have simultaneous notification from the Contractor.

4.2.3.2 The Contractor shall agree with the Employer and Employer's Representative all necessary access arrangements for the completion of defects within an agreed timeframe in accordance with the Scheme Contract.

4.2.3.3 All defects and remedial work matters shall be monitored via a Contractor produced and updated Defects Register (as referenced in the DEIR) which shall follow the DfE standard template. The Defects Register, which may include Snagging Items recorded at Practical Completion, shall be reviewed at the monthly aftercare meetings during the Rectification Period. The Defects Register shall record each defect together with the remedial and corrective measures proposed or undertaken. The Employer and Employer's Representative shall agree the status of each defect.

4.2.3.4 The Employer's Representative shall monitor the completion of defects and confirm in writing to the Employer and Contractor when complete.

4.2.3.5 The Education Technology team of the Employer shall monitor the completion of Technology defects and confirm in writing to the Employer's Representative when complete.

4.2.3.6 All defects shall be remedied prior to the issue of the Notice of Completion of Making Good or any other notice or certification of completion of making good as the Scheme Contract requires.

4.2.4 Seasonal commissioning of building services

4.2.4.1 Seasonal commissioning adjustments shall be conducted throughout the first 12 months of the Building's operation following Practical Completion by the Contractor as part of the Building Performance Evaluation (BPE) process.

4.2.4.2 These seasonal commissioning adjustments shall be planned to be conducted on a single day per quarter and shall be agreed and diarised in the Master Programme giving the Employer, Employer's Representative and School/College at least 1 weeks' prior notice.

4.2.4.3 The School/College shall accommodate the Contractor's representatives and understand the seasonal adjustments made through sufficient training and information provided by the Contractor.

4.2.4.4 The Contractor shall carry out the following:

- heat pumps/boiler plant and heating controls shall be reviewed and adjusted during the first winter period when outside conditions match the design temperature
- ventilation and cooling plant shall be reviewed and adjusted when the Building is at full occupancy during the first warm conditions in the summer period
- end of line automatic flushing systems within domestic cold water systems shall be reviewed upon occupation of the Building and also at peak summer time temperatures
- automatic daylight controls shall be reviewed at the autumnal and spring equinox, and

- power factor correction settings shall be reviewed once the Building is at full occupation (or at 12 months post Practical Completion) demonstrating all equipment/plant is fully operational

4.2.4.5 Where adjustments are made to any plant and control settings due to seasonal commissioning these shall be summarised, certified as necessary and recorded within the updated O&M Manual as stated within Appendix A of the Project's Information Standard.

4.2.5 Building Performance Evaluation (BPE)

4.2.5.1 The Contractor shall complete the Building Performance Evaluation (BPE) process during the first 12 months post Practical Completion as set out in Section 5.11 of the Technical Manual, using the DfE standard template.

4.2.6 Carbon reporting

4.2.6.1 The Contractor shall report the calculated construction embodied carbon, operational carbon and whole life carbon for the Scheme against the requirements outlined in Section 0.1 of the Technical Manual, using the DfE standard template, at the information exchanges set out within the Detailed Exchange Information Requirements (DEIR).

4.2.7 Biodiversity reporting

4.2.7.1 The Contractor shall provide a report and accompanying planting plan to demonstrate the Scheme's calculated biodiversity enhancement/conservation and support the School/College with their ongoing maintenance and effective participation in the DfE's [National Education Nature Park](#) programme.

4.2.8 Media content and reporting

4.2.8.1 The Contractor shall produce and deliver the following media content for each Scheme. The purpose of the media content is to showcase the Scheme by highlighting areas of innovation and the positive impact the new facilities have had on users of the School/College, including the local community.

4.2.8.2 The media content shall include a series of professionally captured photographs documenting key stages of the build including, but not limited to:

- site preparation
- structural progress
- interior and exterior finishes
- completion and handover
- individual and community success stories

4.2.8.3 The professional photographs shall be supplemented with professionally created and edited video content of approximately 90 seconds in duration, suitable and optimised for sharing digitally across multiple social media platforms. The video shall:

- demonstrate the build phase and final outcome using dynamic 3D visuals, timelapse, drone footage etc, as appropriate
- highlight key design features, areas of sustainability, and user and community impact

4.2.9 Landscape maintenance during the Rectification Period

4.2.9.1 The Contractor shall meet the aftercare standards set out in BS 4428 (Code of practice for general landscape operations (excluding hard surfaces)) and/or the project's Landscape and Ecological Maintenance and Management Plan (as referenced in the DEIR) for all soft landscape under the Scheme Contract during the Rectification Period. The Contractor shall allow for 15 visits during the growing season (April – October) as well as regular inspection, pruning, weeding, cutting, pest/disease control, deadheading, litter picking, fertilizing, mowing, mulching and watering to all planted areas, including filling water bags to new trees.

4.2.9.2 All seeded/turf grass shall be protected with temporary fencing for a minimum of 6 months from germination, herbaceous perennial plants shall be protected with temporary fencing for 12 months. The Contractor shall maintain these areas for a minimum period of 12 months following completion of the planted area(s) or until the Rectification Period ends, whichever is longer.

4.2.9.3 As soon as grass and flowering lawn mix has started to establish, the Contractor shall be responsible for carrying out a rigorous programme of aftercare with a sequence of operations to encourage the development of a strong dense sward/flowering lawn mix.

4.2.9.4 Sport pitch areas shall be maintained utilising Sport England's Design Guidance Note, '[Natural Turf for Sport](#)' which shall be continued until the surface is ready for play.

4.2.9.5 Any plants, seeded/turf areas, and trees that fail to thrive within the maintenance period shall be replaced by the Contractor with specimens of commensurate value at the Contractor's own cost.

4.2.9.6 Weed control by the Contractor shall be by hand or machine (preferred) or with foliar-acting herbicide. Disposal of all biodegradable arisings shall be on Site where green waste compost facilities are available and with the prior agreement of the Employer and School/College. Also see Section 0.1 of the Technical Manual.

4.2.9.7 All new planted areas with shredded bark mulch (or shredded hardwood for raingardens) shall have the shredded material topped up prior to the end of the Rectification Period in accordance with BS 4428.

4.2.10 Updating of O&M information

4.2.10.1 The Contractor shall update all Operation and Maintenance (O&M) information including documentation and models (Geometrical and Alphanumeric) during the Rectification Period to reflect:

- adjustments resulting from seasonal commissioning and performance monitoring
- changes to maintenance requirements and procedures
- system modifications
- equipment/landscape replacement or alteration

4.2.10.2 The Contractor shall submit revised information at least 20 working days prior to end of Rectification Period in accordance with the Exchange Information Requirements.

4.2.11 Post Occupancy Evaluation (POE)

4.2.11.1 The Employer's Representative shall carry out a Post Occupancy Evaluation (POE) of the completed Scheme at the end of the Rectification Period following the process set out by DfE. The POE process shall culminate in a POE Report.

4.2.11.2 The Contractor shall support the Employer's Representative in delivering the POE process including, but not limited to, providing written and drawn information and attending a POE site visit with the Employer's Representative.

4.2.12 Final lessons learned workshop

4.2.12.1 Following the lessons learned workshops held at the end of RIBA Stages 3, 4 & 5, the Employer's Representative shall arrange, chair and manage the last lessons learned workshop at the end of RIBA Stage 6 (end of the Rectification Period) with the Contractor and their delivery team.

4.2.12.2 The Employer's Representative shall capture all the outcomes and recommendations derived from the post-completion stage including, but not limited to, the Contractor's aftercare service, defects and their resolution, end user training, Building Performance Evaluation and Post Occupancy Evaluation in the Lessons Learned Register (as referenced in the DEIR).



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