



HM Government

Government Hubs Fit Out Framework

Framework Specification

Contents

Definitions.....	5
1. Introduction	6
1.1. Purpose of this document.....	6
1.1.1. Government Property Unit (GPU).....	6
1.1.2. Her Majesty’s Revenue & Customs (HMRC)	6
1.2. Strategic Objectives	7
1.3. Success Factors	8
1.4. Value.....	8
1.5. Overview of Requirements.....	8
1.6. Delivery Model.....	9
1.6.1. Two stage Design & Build	9
1.6.2. Two stage Traditional	10
1.6.3. Single stage Design & Build	10
1.6.4. Single stage Traditional	10
2. Framework Specification	11
2.1. Project Delivery Model	11
2.1.1. Two stage Design & Build	11
2.1.2. Two stage Traditional	12
2.2. Programme (schedule) Management.....	13
2.2.1. Stage 1 activities for Two Stage Design & Build	14
2.2.2. Stage 1 activities for Two Stage Traditional.....	16
2.3. Cost Management and Estimating	19
2.3.1. Stage 1 activities for Two stage Design & Build	20
2.3.2. Stage 1 activities for Two stage Traditional	22
2.4. Value Engineering	24
2.4.1. Stage 1 activities for Two stage Design & Build	24
2.4.2. Stage 1 activities for Two stage Traditional	25
2.5. Sub-Contractor procurement	25
2.5.1. Stage 1 activities for Two stage Design & Build	25
2.5.2. Stage 1 activities for Two stage Traditional	30
2.6. Risk Management.....	35

2.6.1.	Stage 1 activities for Two stage Design & Build	35
2.6.2.	Stage 1 activities for Two stage Traditional	35
2.7.	Design Development.....	35
2.7.1.	Stage 1 activities for Two stage Design & Build	36
2.7.2.	Stage 1 activities under Two Stage Traditional	38
2.8.	Health, Safety, Environmental and Sustainability	39
2.8.1.	Stage 1 activities for Two stage Design & Build	40
2.8.2.	Stage 1 activities for Two stage Traditional	40
2.9.	Sustainability.....	41
2.10.	Quality Management.....	43
2.11.	Stakeholder Management.....	44
2.12.	Meetings	45
2.12.1.	Programme Review Meetings	45
2.12.2.	Progress meetings.....	45
2.12.3.	Commercial and Procurement meetings	45
2.12.4.	Senior Management Relationship meetings.....	46
2.12.5.	Stakeholder Liaison meetings	46
2.12.6.	Programme/Project Board meetings	46
2.12.7.	Best Practice Forum	47
2.13.	Reporting and Communications.....	47
2.13.1.	Requirements for Reports and Other Documents	47
2.13.2.	End of Stage Reports.....	47
2.13.3.	Pre-Construction Reports	47
2.13.4.	Site Progress Reports	47
2.14.	Building Information Modelling (BIM).....	48
2.14.1.	Stage 1 activities for Two stage Design & Build.....	48
2.14.2.	Stage 1 activities for Two stage Traditional	48
2.15.	Other Requirements	49
2.15.1.	Operation & Maintenance Manual	49
2.15.2.	Record Information	50
2.15.3.	Liason with Basebuild Contractor.....	51
2.15.4.	Maintenance.....	51
2.15.5.	Considerate Contractor Scheme	51
2.15.6.	Market Insight	51

2.15.7.	Permits and Consents	52
2.15.8.	Service Delivery	52
2.16.	Estate and Asset Management	53
2.17.	Legislation and Policy.....	53
2.18.	Business Continuity	54
2.19.	Cyber Essentials Scheme	55
2.20.	Programme Controls.....	56
2.21.	Site Inspections	57
2.22.	Construction Activities (Call Off Stage 2).....	57

Definitions

In this Schedule 2, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) and, in addition, the following expressions shall have the following meanings:

“Contractor’s Proposals” – The Contractor’s formal response to the requirements of the Employer at Call Off.

“Cost Plan” – A document produced by the Employer’s Quantity Surveyor/Employer’s Agent/Contract Administrator to quantify the cost of construction. An update of this document is produced at each design stage up until the Contractor becomes responsible for the design.

“Target Cost Plan” – A document produced by the Contractor (in case of a two stage tendering process) as part of its Stage 1 tender response, which comprises the Contractor’s estimate for the works based on the design issued as part of the Stage 1 tender documentation.

“Contractor’s Cost Plan” – A document produced by the Contractor as part of its PCSA deliverables at the end of each design stage, which comprises the Contractor’s estimate for the works based on the design completed in the previous design stage.

“Project Team” – The Employer’s appointed consultant team including the Project Manager, Quantity Surveyor/Cost Manager, Architect, Services Engineer and such other consultants as may be appointed from time to time.

“Quantity Surveyor” – Consultant appointed by the Employer to manage the commercial and procurement deliverables of the project in case of a single or two stage traditional procurement route.

“Reference Design” – The design progressed by the Employer for consultation and approval with internal stakeholders to be included as part of the Statement of Requirements in a Further Competition Procedure.

1. Introduction

1.1. Purpose of this document

This document specifies the scope of Fit Out Works for all Lots to be delivered under this Framework Agreement.

1.1.1. Government Property Unit (GPU)

The Government Hubs Programme will transform central government's office estate by accommodating departmental workforces in shared regional hubs and supporting office estate.

“The hubs will be where our future workforce needs to be: strategic locations with great public transport connectivity, local amenities and a modern working environment, including technology that supports smart working. They will be truly shared spaces where departments can collaborate effectively together. As a result, we will operate more efficiently, our people will be more productive and departments will be supported in attracting and retaining the talented individuals we need to deliver the best possible service to the public. ”

The government's estates vision is to create an efficient, fit-for-purpose and sustainable estate whose performance matches the best of the private sector. As part of that vision, the Government Hubs Programme is driving a radical reshaping of the Civil Service office estate. It builds on estates consolidation achieved over the last Parliament, but marks a change of pace and is rooted in departments' workforce consolidation plans for the period up to 2020 and beyond.

The Government Hubs Programme will reduce the government office estate from around 800 buildings to around 200 by 2023 and generate savings of around £2.24bn over ten years and will comprise of around 18 - 22 strategic hubs across the UK located in some major city centre conurbations close to major public transport infrastructure. They will usually comprise of a small cluster of buildings within walking distance of each other. They will be the main office location for employees with the most extensive facilities including areas for occasional focused work by visiting staff. HMRC's Regional Centres are a major component of the Government Hubs Programme.

1.1.2. Her Majesty's Revenue & Customs (HMRC)

The HMRC Building our Future Location (BOFL) Programme (within the Government Hubs Programme) is overseeing the structural reorganisation

of HMRC, which will see the current landscape of 170 offices reoriented into 13 modern Regional Centres, equipped with the digital infrastructure and training facilities needed to make HMRC a more highly-skilled organisation, fit for the demands of the 21st century.

Furthermore, there are 9 Transitional and Specialist sites which HMRC will retain as part of its portfolio. These projects will typically be of a limited architectural scope (refresh as opposed to full refurbishment) but slightly more complex due to the fact they are existing sites with specialist services (for example enhanced IT and data provisions, MEP enhancements). In the main, most of these projects will be refurbishments of existing sites.

As HMRC transforms through digitisation and continues to reduce headcount the volume of space required by HMRC will reduce. New operating practices need a smaller number of large offices in major centres to maximise workforce flexibility and economies of scale, and therefore the current configuration is not suitable for the future. HMRC therefore needs to develop and re-configure the right office infrastructure to support and enable wider transformation.

1.2. Strategic Objectives

The Framework Agreement is to act as an enabler to deliver the Employer's estate strategy but also the wider Government property strategy.

The Government's Estate Strategic Objectives are to:

1. Create an effective and efficient government estate.
2. Provide value for money for the taxpayer.
3. Dispose of surplus property in a way that maximises financial return.
4. Boost growth and create new homes.

The Employer's Strategic Objectives are to:

1. Maximise the revenues and bear down on avoidance and evasion.
2. Transform tax and payments for their customers.
3. Design and deliver a professional, efficient and engaging organisation.
4. Involve and invest in their people as we build our future together.

1.3. Success Factors

The following success factors for the Framework Agreement have been defined and agreed by the Employer:

1. Facilitation of timely and cost effective delivery of the programme to enable the business case benefits to be realised.
2. Selection of contractors that have a proven track record of delivering fit-out/refurbishment projects to the required standard of the Government Hubs programme.
3. Scalable to the varying types of project sizes and locations.
4. Provides demonstrable best value to the Government Hub programme.
5. A collaborative relationship focussed on continuous improvement, innovation, feedback and honesty.
6. Alignment with the Employer's risk appetite.
7. Compliance with all government policies and statutory requirements (SMEs, apprentices etc)
8. Flexibility to meet the demands of a changing market.

1.4. Value

The value of the framework is currently estimated to be up to circa £1bn.

1.5. Overview of Requirements

The Employer is undertaking an estates rationalisation programme and as part of the consolidation, they are seeking to find new premises in city centre locations across the United Kingdom. These sites will need to be fitted-out or refurbished in accordance with the Employers design standard and performance specification.

The Government Hubs Programme Framework will enable the Employer to access contractors in the market place who will be able to serve this requirement.

The successful contractors who are awarded a place on the Framework Agreement will be expected to have the opportunity to undertake Preconstruction services and works on behalf of the Employer based on the needs of projects referred to in this Schedule 2 as Call Off Stage 1 and Call Off Stage 2 respectively. A single stage or two stage procurement route may be used for the Call-Off stages. There are four primary procurement

options under the Framework Agreement as described below. An option will be selected by the Employer based on the circumstances of a project at the Call-Off stage.

- a) Option 1 – Two stage Design and Build;
- b) Option 2 – Two stage Traditional;
- c) Option 3 – Single stage Design and Build; and
- d) Option 4 – Single stage Traditional.

1.6. Delivery Model

The Employer has varying levels of maturity across the programme (in terms of design, risk appetite, site information etc.) and as such the delivery model has been developed with flexibility in mind. In most cases, the Employer envisages adopting a two stage open book procurement route for the programme, with projects being delivered through either a traditional or design and build approach. However, the Employer may alternatively at its discretion, choose to use a single stage tendering process. Decisions regarding the two stage procurement route and delivery approach (traditional or design and build) will be decided by the Employer in accordance with the Call-Off Procedure in Framework Schedule 5. The two stage procurement options have been discussed in more detail below.

1.6.1. Two stage Design & Build

Call Off Stage 1: Pre-construction activities and design under a PCSA:

The Employer will select a Contractor in accordance with Framework Schedule 6. The Contractor will remain responsible for all design in accordance with the PCSA and/or Call-Off Contract. The successful Contractor will develop a design proposal on the basis of open book costs that satisfies the Employer's stated outcomes and cost benchmark in accordance with the scope outlined within the PCSA. The Contractor is to meet the Employer's design and user requirements, obtain savings/increase value, minimise risk and finalise key work packages with any Subcontractors.

Call Off Stage 2: Construction – Build under a JCT D&B contract:

The Employer after agreeing the Contract Sum and accepting Contractor's proposals issues a Notice to Proceed to the construction phase. The Contractor delivers the Construction phase of the project under a JCT Design & Build Contract.

1.6.2. Two stage Traditional

Call Off Stage 1: Pre-construction – Technical input (Early Contractor Involvement) under the PCSA:

The Contractor will be selected in accordance with Framework Schedule 6. The successful Contractor will provide technical input into the Employer's design development process and lead the procurement of the Stage 2 work packages as agreed within the PCSA. The Contractor will meet the Employer's design and user requirements, obtain savings/increase value, minimise risk and finalise key work packages with any Sub-Contractors.

Call Off Stage 2: Construction – Build:

The Employer after agreeing the Contract Sum and accepting Contractor's proposals issues a Notice to Proceed to the construction phase. The Contractor carries out the design if any as part of the Contractor's Design Portion and delivers the construction phase of the project under a JCT Standard Building Contract.

1.6.3. Single stage Design & Build

The Employer will select a Contractor in accordance with Framework Schedule 6. The Contractor will remain responsible for all design in accordance with the Employer's Requirement in the Call-Off Contract. The successful Contractor will develop a design proposal on the basis of open book costs that satisfies the Employer's stated outcomes and cost benchmark in accordance with the scope outlined in the tender documents. The Contractor is to meet the Employer's design and user requirements, obtain savings/increase value, minimise risk and provide a lump sum price for the Works defined in the Employers Requirements.

The Employer after accepting the tender response executes the Building Contract enabling the Contractor to proceed with the design and build. The Contractor delivers the project under a JCT Design & Build Contract.

1.6.4. Single stage Traditional

The Contractor will be selected in accordance with Framework Schedule 6. The Contractor will meet the Employer's design and user requirements, obtain savings/increase value, minimise risk and finalise key work packages with any Sub-Contractors.

The Employer after accepting the tender response executes the Building Contract enabling the Contractor to proceed with the construction. The

Contractor carries out the design if any as part of the Contractor's Design Portion and delivers the project under a JCT Standard Building Contract.

2. Framework Specification

2.1. Project Delivery Model

In most cases, the Call-Off arrangement will follow a 'Two Stage Open Book' model. The two stage Design and Build procurement option will be as follows:

- Call Off Stage 1– Pre-construction activities and Design
- Call Off Stage 2 – Construction, Handover, and Close Out.

The two stage Traditional procurement option will be as follows:

- Call Off Stage 1– Pre-construction activities in the form of Early contractor involvement
- Call Off Stage 2 – Design for Contractor's design portion, Construction, Handover, and Close Out.

In cases where the Employer chooses to use a single stage tendering process, the above section 1.8.3 & 1.8.4 activities apply.

The RIBA Plan of Works will be used to define the key project stages as shown below:



The Employer will develop the business case and progress the Strategic Definition (RIBA Stage 0) and Preparation and Brief (RIBA Stage 1) stages. The Employer may at its discretion choose to develop the Reference Design. The Reference Design may be developed by appointed consultants or by the Employer's internal design teams.

The Employer will select a Contractor in accordance with the Award Criteria in Framework Schedule 6.

2.1.1. Two stage Design & Build

At Call Off Stage 1, the successful Contractor will:

- a) work with the Employer through the PCSA on a fixed price basis to develop the Reference Design. Depending on the Employer's individual project requirements, this may be from Concept Design (RIBA Stage 2), Developed Design (RIBA Stage 3) or Technical Design (RIBA Stage 4);
- b) produce a design capable of being delivered in Construction (RIBA Stage 5)
- c) undertake other pre-construction activities to de-risk the construction stage to an optimum level;
- d) undertake transparent procurement (open book) in collaboration with the Project Team;
- e) submit its Contractor's Proposals to the Employer including the design, price, programme etc for acceptance, prior to Call Off Stage 2.

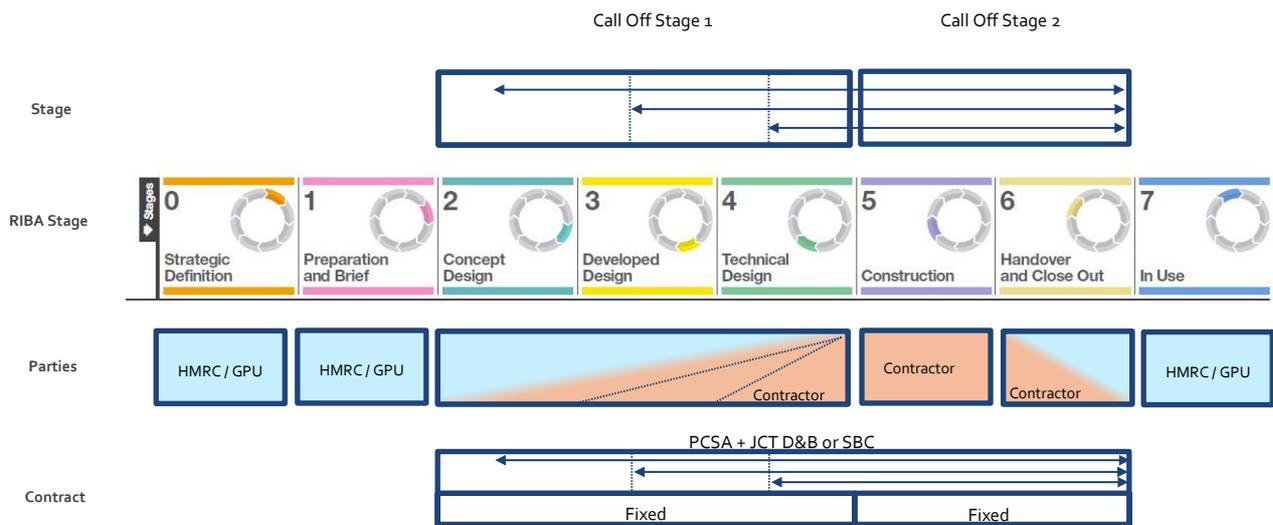
The Employer will then in accordance with the PCSA authorise/ or decline the Contractor to progress to the Construction Stage (RIBA Stage 5) by issuing a Notice to Proceed.

2.1.2. Two stage Traditional

At Call-Off Stage 1, the Employer may require the Contractor to provide technical input into the Employer's design development and lead the procurement of the Call Off Stage 2 work packages as agreed within a PCSA.

The Employer may then having agreed to the Contract Sum and accepted the Contractor's Proposals issue a Notice to Proceed for the Contractor to carry out some element of design (Contractor's Design Portion) and construction only.

The illustration below highlights the project delivery process:



2.2. Programme (schedule) Management

The Contractor is to undertake programme management. As part of the response to a further competition for a Call Off, the Contractor is to submit its construction programme and construction methodology. The Contractor and the Employer will jointly agree the programme which shall include the deliverables and resources for each stage.

The Contractor shall produce a logically sound programme based on estimates for activities of work aligned to the Employer’s delivery milestones. At regular intervals the Contractor shall assess and update progress against the latest programme. Where possible this will involve the Contractor, with the Employer, performing an on-site inspection of the project during the early Works and also during the construction phase. Once progress has been agreed, the remaining work shall be re-scheduled, if required to provide a planned completion date.

To improve programme reliability the Contractor shall then perform a four (4) week look ahead facilitated process to assess any actions that may be required to ensure that those activities in the upcoming four (4) weeks are able to commence as planned.

At the end of Pre-Construction Phase, the Contractor and the Employer shall have agreed the construction programme and construction methodology which shall include:

- a) Optimum phasing, sequencing and overall schedule for the construction phase
- b) Construction logistics planning
- c) Constructability advice to design ongoing through construction phase

- d) Pre-fabrication and pre-assembly planning (where applicable)
- e) Operational interface and handover planning
- f) Advanced works
- g) Mobilisation period
- h) Commissioning period.

2.2.1. Stage 1 activities for Two Stage Design & Build

The Contractor shall:

- 2.2.1.1. Prepare an updated master programme to the Contractor's Stage 1 tendered programme (if required) within 2 weeks from appointment for Stage 1, in conjunction with the Project Team to include all the activities of Pre-construction and Construction Period. This is to be in sufficient detail to control the pre-construction and construction period activities and to indicate that the proposed dates of start on site, practical completion and section completion are practical objectives.

- 2.2.1.2. The programme is to be fully logic linked and show a critical path. Any activity over four (4) weeks in duration should be broken down into clearly identifiable sub tasks.

The programmes will be numbered and dated and be named as either:

- a) Master Project Programme
- b) Master Construction Programme
- c) Preconstruction programme
- d) Procurement programme
- e) Construction programme
- f) Commissioning programme

The Contractor will supply the programme to the client in both PDF format and in its native electronic format. All programmes will be baselined and progress measured against the accepted baseline programme. Progress will be shown on the programme on a monthly basis or at the Employer's Agent request. The progress drop lines will be straightened to show forecast completion dates with % progress shown in the spread sheet section of the programme, planned % complete will also be shown in the spreadsheet section of the programme.

- 2.2.1.3. All programmes for the project will be produced using Asta Powerproject and/or Microsoft Project, and should be supported by method statements and detailed stage drawings which should highlight as a minimum the following:
- Logistics and access routes
 - Means of escape
 - Site accommodation and welfare locations
 - Delivery areas
 - Hoist / crane locations
 - Temporary works
 - Hoarding lines
- 2.2.1.4. Prepare detailed package procurement information schedules in conjunction with the Project Team giving dates for the release of information (including information to be provided by the Project Team and Sub-Contractors) and showing inter alia procurement periods for all work packages. This should be in accordance with the date outlined within the master programme.
- 2.2.1.5. Identify any long lead equipment and schedule dates when equipment is to be tendered, recommendation reports issued, technical submittals signed off and orders placed etc in order to achieve delivery in accordance with the relevant programme milestones.
- 2.2.1.6. Within 2 weeks of appointment for Stage 1, prepare a separate pre-construction phase programme to include a detailed breakdown of the shop drawing programme and how this interrelates with the construction programme, construction period and services commissioning for acceptance by the Employer, Employer's Agent and Project Team.
- 2.2.1.7. Prepare and agree a programme of design information with the Project Team and Sub-Contractors who have a design responsibility. Co-ordinate the production of that information in accordance with the programme and ensuring it is provided to all relevant parties to allow them to fulfil their design and design co-ordination responsibilities.
- 2.2.1.8. Prepare a separate construction and commissioning programmes to detail activities on a floor by floor basis.
- 2.2.1.9. Ensure that all programmes include dates for the issue of information by other consultants, activities of the Contractor

and Sub-Contractors and Employer direct suppliers (e.g. workstation furniture, meeting tables with integrated AV, soft furnishings, data cabling, branding etc) and are of sufficient detail to:

- a) Allow the Contractor to manage the construction period activities; and
- b) Indicate the critical path sequence and agreed Access and Completion Dates.

2.2.1.10. Maintain and update all programmes on a weekly basis and fulfil reporting regimes detailed in this agreement.

2.2.1.11. As soon as is practicable but in any event before any tenders are invited for any Sub-Contract element (in accordance with clause 22 of the Framework Agreement), prepare a construction programme giving earliest start and anticipated finish dates for each Sub-Contract.

2.2.1.12. Provide logistics planning to include but not be limited to details of the following:

- a) Annotated drawings showing all site welfare & site office / meeting facilities and how these alter according to the phasing of the project;
- b) Site security procedures;
- c) Incoming goods and outgoing waste transfer routes; and
- d) Waste management procedures.

2.2.1.13. Set up handover strategy for each of the building sections as dictated by the tests for Sectional / Practical Completion detailed under the Call-Off Contract.

2.2.1.14. Produce a noise management chart detailing works to be undertaken, noise levels expected and times slots and scales associated. This document will be used as a live document in the management of the site and liaison with the Landlord and Employer.

2.2.1.15. Include within their programme dates as to when submissions need to be made to Landlords and Developers for consent/approvals of works within their demise.

2.2.2. Stage 1 activities for Two Stage Traditional

The Contractor shall:

- 2.2.2.1. Prepare an updated master programme to your Stage 1 tendered programme (if required) within 2 weeks from appointment for Stage 1, in conjunction with the Project Team to include all the activities of Pre-construction and Construction Period. This is to be in sufficient detail to control the preconstruction and construction period activities and to indicate that the proposed dates of start on site, practical completion and section completion are practical objectives.
- 2.2.2.2. The programme is to be fully logic linked and show a critical path. Any activity over four (4) weeks in duration should be broken down into clearly identifiable sub tasks.
- 2.2.2.3. The programmes will be numbered and dated and be named as either:
 - a) Master Project Programme
 - b) Master Construction Programme
 - c) Preconstruction programme
 - d) Procurement programme
 - e) Construction programme
 - f) Commissioning programme
- 2.2.2.4. The Contractor will supply the programme to the client in both PDF format and in its native electronic format. All programmes will be baselined and progress measured against the accepted baseline programme. Progress will be shown on the programme on a monthly basis or at the Architect/Contract Administrator request. The progress drop lines will be straightened to show forecast completion dates with % progress shown in the spreadsheet section of the programme, planned % complete will also be shown in the spreadsheet section of the programme.
- 2.2.2.5. All programmes for the project will be produced using Asta Powerproject and/or Microsoft Project, and should be supported by method statements and detailed stage drawings which should highlight as a minimum the following:
 - Logistics and access routes
 - Means of escape
 - Site accommodation and welfare locations
 - Delivery areas
 - Hoist / crane locations
 - Temporary works
 - Hoarding lines

- 2.2.2.6. Prepare detailed package procurement information schedules in accordance with the dates outlined in the master programme and in conjunction with the Project Team giving dates for the release of information (including information to be provided by the Project Team and Sub-Contractors) and showing inter alia procurement periods for all work packages.
- 2.2.2.7. Identify any long lead equipment and schedule dates when equipment is to be tendered, recommendation reports issued, technical submittals signed off and orders placed etc in order to achieve delivery in accordance with the relevant programme milestones.
- 2.2.2.8. Prepare a separate pre-construction phase programme, within 2 weeks of appointment for Stage 1 to include a detailed breakdown of the shop drawing programme and how this interrelates with the construction programme, construction period and services commissioning for acceptance by the Architect/Contract Administrator.
- 2.2.2.9. Prepare and agree a programme of design information related to the Contractor's Design Portion with the Employer's Project Team. Co-ordinate the production of that information in accordance with the Project Programme and ensuring it is provided to all relevant parties to allow them to fulfil their design and design co-ordination responsibilities.
- 2.2.2.10. Prepare separate construction and commissioning programmes to detail activities on a floor by floor basis.
- 2.2.2.11. Ensure that all programmes include dates for the issue of information by other consultants, activities of the Contractor and Sub-Contractors and Employer direct suppliers (e.g. workstation furniture, meeting tables with integrated AV, soft furnishings, data cabling, branding etc) and are of sufficient detail to :
 - a) Allow the Contractor to manage the construction period activities; and
 - b) Indicate the critical path sequence and agreed Access and Completion dates.
- 2.2.2.12. Maintain and update all programmes on a weekly basis and fulfil reporting regimes detailed in this agreement.
- 2.2.2.13. As soon as is practicable but in any event before any tenders are invited for any Sub-Contract element (in accordance with Clause 22 of the Framework Agreement) prepare a construction

programme giving earliest start and anticipated finish dates for each Sub-Contract.

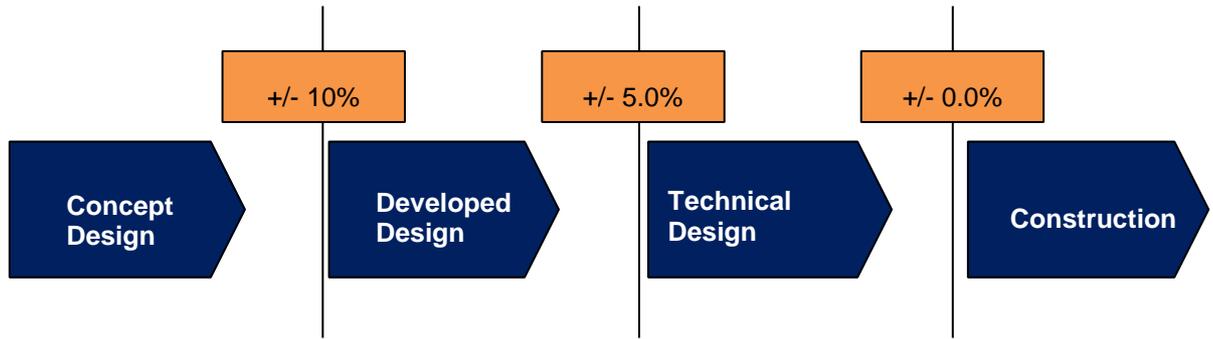
- 2.2.2.14. Provide logistics planning to include but not be limited to details of the following:
- a) Annotated drawings showing all site welfare & site office / meeting facilities and how these alter according to the phasing of the project;
 - b) Site security procedures;
 - c) Incoming goods and outgoing waste transfer routes; and
 - d) Waste management procedures.
- 2.2.2.15. Set up handover strategy for each of the building sections as dictated by the tests for Sectional / Practical Completion detailed under the Call-Off Contract.
- 2.2.2.16. The Contractor will be required to produce a noise management chart detailing Works to be undertaken, noise levels expected and times slots and scales associated. This document will be used as a live document in the management of the site and liaison with the Landlord and Employer.
- 2.2.2.17. Include within their programme dates as to when submissions need to be made to Landlords and Developers for consent/approvals of Works within their demise.

2.3. Cost Management and Estimating

The Contractor is to undertake cost management. The Contractor shall be required to provide to the Employer cost estimates for design and construction at the end of each design stage for internal management and budgetary purposes.

The Employer will work with the Contractor and agree the cost estimates as they are being compiled. All estimates shall account for the entirety of the Fit Out Works plus any other works specifically agreed with the Employer to be procured through the successful Contractor. The accuracy of the cost estimates and the detailed data within them shall be commensurate with the stage of design.

At the end of each design stage, the Contractor's Cost Plan shall be a more structured cost plan with a confidence level aligning to the illustration below.



At the end of Pre-Construction Phase, the Contractor should submit the Contract Sum Analysis and Contractor's proposals to the Employer for approval. The Employer will have visibility of the proposed Contract Sum having been through the procurement exercise jointly with the Contractor.

The Contract Sum shall include:

- a) Aggregate of the tendered sub-contract packages
- b) Pre-construction services fee
- c) Construction phase preliminaries
- d) Overheads and Profit % (OH&P)
- e) Design fees
- f) Any risk allowances (where applicable);

2.3.1. Stage 1 activities for Two stage Design & Build

2.3.1.1. Immediately following acceptance of the First Stage Tender the Contractor shall:

If deemed necessary by the Employer, within 14 days of appointment under the PCSA (and prior to commencement of the next RIBA Stage) update his Target Cost Plan to be agreed with the Employer's Agent. The cost plan must follow the standard New Rules of Measurement (NRM) format, layout and build up with floor by floor breakdowns. The cost plan summary page must be provided in the standard NRM format. The Employer's Agent will provide a template for this document for use.

2.3.1.2. Ensure that the Target Cost Plan identifies total costs for the following key elements:

- a) Pre-construction services;
- b) Construction phase main contractor management;

- c) Construction phase preliminaries (site set-up, hoardings etc.);
 - d) Surveys;
 - e) Elemental (Sub-Contract) costs (floor by floor); and
 - f) Main contractor's overheads and profit mark up.
- 2.3.1.3. Produce a pre-construction and construction cashflow forecast for approval by the Employer's Agent, to be managed by the Contractor as a live document.
- 2.3.1.4. At the subsequent design stage, the Contractor will be responsible for creating the Contractor's Cost Plan for approval by the Employers Agent. He/she will be responsible for delivering the project Works within the Contractor's Cost Plan limit set, working in collaboration with the Project Team and specifically the Employer's Agent to identify risks in regards to achieving the Contractor Cost Plan, setting out and agreeing all actions to be carried out to mitigate any identified overspends.
- 2.3.1.5. Provide an updated Contractor's Cost Plan at each design stage which demonstrates that the Contractor's Cost Plan is still achievable. Provide a cost reduction plan where the Contractor's Cost Plan exceeds the limit set.
- 2.3.1.6. Convert the agreed Contractor's Cost Plan from NRM elemental cost format to Sub-Contract procurement packages as set out in the TES. This will allow for clear and transparent cost reporting as the project moves into the 2nd Stage procurement phase.
- 2.3.1.7. Develop Pre-Tender Estimates in accordance with the package split agreed with the Employers Agent within the TES.
- 2.3.1.8. Engage with the supply chain and undertake market testing as necessary and provide cost advice throughout the Preconstruction Phase.
- 2.3.1.9. In collaboration with the Employer's Agent produce a cost report system and document, to be managed by the Contractor and formally issued and presented on a fortnightly basis at each and every Employer report meeting throughout the Pre-Construction Period (also followed into the Construction Period). The report must contain the following information as a minimum:
- a) Executive summary;
 - b) Anticipated final cost (NRM summary format);
 - c) Over/underspend position of each Sub-Contract package;

- d) Cost certainty achievement;
- e) Exclusions/coverage;
- f) Cost opportunities / threats;
- g) Cashflow forecast;
- h) Change control; and
- i) Key actions/next steps.

- 2.3.1.10. In collaboration with the Project Team develop value management and engineering processes in order to review the design and specification of the Works with a view to achieving cost savings whilst maintaining design integrity, intent, quality and aesthetics.
- 2.3.1.11. Arrange and co-ordinate value management and engineering workshops as required.
- 2.3.1.12. Undertake a formal review and approval process for all value management and engineering items.
- 2.3.1.13. Identify with the Employer's Agent areas of potential increase or savings against the Sub-Contract packages, co-ordinate the interface between cost information and recommend appropriate action to the Project Team. Advise on any cost effects of agreed changes to the construction programme.
- 2.3.1.14. Provide cost advice on all Additional Services requested from the Employer. Agree process and timescales with Employer's Agent for providing budget advice, firm costs and concluding agreement on costs of formal change.
- 2.3.1.15. Provide benchmarking cost advice as and when required by the Project Team and specifically the Employer's Agent.
- 2.3.1.16. Agree the levels of cover and other terms of any insurances with the Employer and its advisers.
- 2.3.1.17. Through a 'competitive open book policy', agree with the Employer's Agent a progressive contract sum and ultimately the final Contract Sum. Template/Format to be agreed between the parties.

Refer also Schedule 9 of the PCSA.

2.3.2. Stage 1 activities for Two stage Traditional

- 2.3.2.1. Immediately following acceptance of the First Stage Tender the Contractor shall:

If deemed necessary by the Employer, within 14 days of appointment under the PCSA (and prior to commencement of the next RIBA Stage) the Contractor is to update his/her Target Cost Plan to follow the standard New Rules of Measurement (NRM) format, layout and build up with floor by floor breakdowns. The cost plan summary page must be provided in the standard NRM format. The Employer's Agent will provide a template for this document for use.

- 2.3.2.2. Ensure that the Target Cost Plan identifies total costs for the following key elements:
 - a) Pre-construction services;
 - b) Construction phase main contractor management;
 - c) Construction phase preliminaries—(site set-up, hoardings etc.);
 - d) Surveys;
 - e) Elemental (Sub-Contract) costs (floor by floor); and
 - f) Main contractor's overheads and profit mark up.
- 2.3.2.3. Provide feedback on the pre-construction and construction cashflow forecast to the Quantity Surveyor, which will be managed by the Quantity Surveyor as a live document.
- 2.3.2.4. Provide feedback on the updated Cost Plan issued by the Quantity Surveyor at each design stage which demonstrates that the Target Cost Plan is still achievable. Assist in developing a cost reduction plan where the Cost Plan exceeds the target set.
- 2.3.2.5. Convert the agreed Target Cost Plan from NRM elemental cost format to Sub-Contract procurement packages as set out in the TES. This will allow for clear and transparent cost reporting as the project moves into the second stage procurement phase.
- 2.3.2.6. Develop Pre-Tender Estimates in accordance with the package split agreed with the Employers Agent within the TES.
- 2.3.2.7. Engage with the supply chain and undertake market testing as necessary and provide cost advice throughout the preconstruction phase and also during the construction phase.
- 2.3.2.8. In collaboration with the Employer's Project Team develop value management and engineering processes in order to review the design and specification of the Works with a view to achieving cost savings whilst maintaining design integrity, intent, quality and aesthetics.

- 2.3.2.9. Participate in value management and engineering workshops as required.
 - 2.3.2.10. Undertake a formal review and approval process for all value management and engineering items.
 - 2.3.2.11. Identify with input from the Architect/Contract Administrator/Quantity Surveyor areas of potential increase or savings against the Sub-Contract packages, co-ordinate the interface between cost information and recommend appropriate action to the Employer's Project Team. Advise on any cost effects of agreed changes to the construction programme.
 - 2.3.2.12. Provide cost advice on all Additional Services requested from the Employer. Agree process and timescales with Quantity Surveyor for providing budget advice, firm costs and concluding agreement on costs of formal change.
 - 2.3.2.13. Provide benchmarking cost advice as and when required by the Project Team and specifically the Quantity Surveyor.
 - 2.3.2.14. Through a 'competitive open book policy', agree a progressive contract sum and ultimately the final Contract Sum. Template/Format to be agreed between the parties.
- Refer also Schedule 9 of the PCSA.

2.4. Value Engineering

The value engineering will seek to optimise the design to provide the Employer with a scheme design which provides best value and best supports the Employer project requirements and business case.

Two value engineering reviews will be held - one during Stage 3 Developed Design and one during Stage 4 Technical Design. These reviews will each include a one day workshop with relevant parties from both the Employer and the Contractor.

2.4.1. Stage 1 activities for Two stage Design & Build

- 2.4.1.1. The Contractor is to carry out and lead value engineering as part of the design development process.
- 2.4.1.2. The Contractor shall provide all the documents necessary for use during the workshops, as instructed by the Employer. The Contractor shall liaise with the Employer and produce a short summary report for each review.

2.4.1.3. The Contractor shall amend the design as instructed by the Employer following the outcome of the value engineering reviews.

2.4.2. Stage 1 activities for Two stage Traditional

2.4.2.1. The Contractor is to participate in value engineering during the design development process.

2.4.2.2. The Employer shall provide all the documents necessary for use during the workshops and facilitate the process.

2.5. Sub-Contractor procurement

2.5.1. Stage 1 activities for Two stage Design & Build

The Contractor shall:

2.5.1.1. Comply with clause 22 of the Framework Agreement with regard to the appointment of Sub-Contractors. Where the Employer has provided prior written consent to use of a Subcontractor under clause 22, the Contractor will agree the aggregated sum of the tendered Sub-Contract packages based on firm quotations from appropriately selected and sourced Sub-Contractors.

2.5.1.2. Devise suitable work packages for Sub-Contracts and draft this list into a Tender Event Schedule ("TES").

2.5.1.3. Agree with the Employer's Agent the procedure for tendering and appointing Sub-Contractors.

2.5.1.4. Include in TES the following information as a minimum:

- a) Sub-Contract list – numbered;
- b) Description of works within the Sub-Contract;
- c) Sub-Contractor/supplier list (minimum 3nr tenderers);
- d) Pre-tender briefing/interviews (if necessary);
- e) Pre-tender estimate issue dates;
- f) Sub-Contract tender issue dates;
- g) Mid-tender review activities;
- h) Sub-Contract tender return dates;

- i) Post-tender interview dates;
- j) Best and final offer dates;
- k) Bid placement report issue dates;
- l) Employer approval 'required' dates;
- m) Sub-Contract lump sum fixed price value;
- n) Appointment dates;
- o) Contract execution dates;
- p) Warranty execution dates;
- q) Start on site dates;
- r) Practical completion dates; and
- s) Actions of the Project Team (where vital/of significant importance).

2.5.1.5. Prepare a specific statement for each Sub-Contract which reports on key subjects as follows:

- a) Content of each Sub-Contract, the extent of Sub-Contractor design, its inter-relationship with other packages and the responsibilities and interfaces between packages;
- b) Set out the three quotes from proposed Sub-Contractors for each Sub-Contract or, where not practical, provide quotes benchmarked against rates over the previous 12 months;
- c) Set out each Sub-Contractor's work quality capabilities, recent relevant projects, current work load commitments and financial standing;
- d) Convert each statement into a formal auditable record of how each Sub-Contract tender list was selected; and
- e) Advise on whether any Sub-Contractor should be required to provide a performance bond, parent company guarantee, or other appropriate security/insurance, with the costs of such security/insurance to be borne by the Contractor.

2.5.1.6. Identify any long lead materials.

2.5.1.7. Monitor the content of the Sub-Contract packages to ensure that all work comprising the Works is included in a Sub-Contract package.

2.5.1.8. Be responsible for fully reporting the content and interfaces of each Sub-Contract package to the Project Team to ensure that all Works are procured.

- 2.5.1.9. Develop and agree the form of Sub-Contract and associated tender documents with the Project Team in accordance with Clause 22 of the Framework Agreement, including ensuring that such documents are fully compatible with the Contract Documents.
- 2.5.1.10. Review all drawings and specifications received and take responsibility for the completeness and adequacy of the same for the purpose of seeking Sub-Contract tenders which are capable of being priced with sufficient detail including checking to eradicate any discrepancies or divergences between the documents.
- 2.5.1.11. Prepare an 'open book procurement' strategy statement which details how the Sub-Contract packages will be procured and detail the activities listed in the next item.
- 2.5.1.12. Manage and undertake the following activities:
- a) Invite open book, competitive Sub-Contract tenders on a basis that is capable of being priced in sufficient detail to facilitate effective open book financial control and valuation;
 - b) Prepare Sub-Contract tender documents in parallel with and co-ordinated with the work of the Project Team;
 - c) Split the drawings, schedules and specifications into the relevant packages of works for the purposes of Sub-Contractor procurement;
 - d) Issue Sub-Contract tender documents electronically on pre-agreed dates as set out in the TES;
 - e) Receive Sub-Contract tender returns electronically on deadline dates as set out in the TES;
 - f) Include the Employer's Agent in all formal issues of information, including the tender documents from the Main Contractor and tender returns from the Sub-Contractors;
 - g) Carry out any pre-tender, mid-tender and post tender Subcontract meetings, site visits and interviews, give the Employers Agent five Business Days' notice of all activities and permit the Architect/Contract Administrator and any other person nominated by the Employer to attend and observe such activities;

- h) Include the Employer Agent in all pre, mid and post tender correspondence associated with any and all Sub-Contract tender activities;
- i) Undertake the opening of all Sub-Contract tender returns in the presence of the Employers Agent on the tender return deadline dates as set out in the TES;
- j) Prepare and issue tender return opening forms signed by the pre-agreed parties present at tender opening;
- k) Evaluate returns from Sub-Contractors and suppliers;
- l) Carry out any mid-tender interviews;
- m) Negotiate with the Sub-Contractors and suppliers; and
- n) Produce and issue a Sub-Contract recommendation report providing detailed written analysis of each Sub-Contract tender return received, providing recommendations on the same and identify any further negotiations to take place.

2.5.1.13. Ensure that a Sub-Contract recommendation report is issued for each Sub-Contract, including the following information as a minimum:

- a) Executive summary;
- b) Introduction;
- c) Tender process and returns;
- d) Tender analysis & adjustment;
- e) Tender evaluation;
- f) Cost options;
- g) Maintenance (if applicable);
- h) Health & Safety assessment
- i) Programme dates;
- j) Technical recommendation;
- k) Commercial recommendation;
- l) Sub-Contract package pre-tender estimate;
- m) Price vs. pre-tender estimate evaluation;
- n) Approval/sign off; and
- o) Appendices:
 - Tender enquiry letter;
 - Tender return form;
 - Tender returns;
 - Tender return analysis;
 - Pre, Mid & Post tender correspondence schedules; □
 - Tender compliancy analysis.

- 2.5.1.14. Keep the Employer's Agent and any Employer's representative regularly and fully informed as to the progress of the tender process compared with the agreed programme, providing such information as the Architect/Contract Administrator may reasonably require.
- 2.5.1.15. Visit Sub-Contractors during design and production periods (for early works/long lead materials) to ensure that their delivery programmes are achieved and quality levels are being met. Invite the Architect/Contract Administrator and/or Employer's Project Team as may be required.
- 2.5.1.16. In the event that a Sub-Contractor is unable to tender or is removed from the procurement process the Contractor is to immediately bring to the attention of the Architect/Contract Administrator and issue a statement setting out the grounds for this position and including an action plan for the prompt replacement with an alternative reputable Sub-Contractor of equal or improved capability in all of the pre-qualification criteria.
- 2.5.1.17. At the end of RIBA Stage 4 and as agreed in the Programme, provide a detailed set of Contractor's Proposals consisting of (but not limited to) the following which will form basis of the Stage 2 Call-Off Contract:
- a) Contract Sum Analysis – consisting of the aggregate of the tendered Sub-Contract prices, pre-construction services fee, construction phase preliminaries and overheads, design fees and any risk allowances (if required);
 - b) Contractor's Proposals reflecting RIBA Stage 4 design
 - c) Logistics and phasing plan
 - d) Site management proposals
 - e) Detailed package level construction phase programme in a format to be agreed with the Employer's Agent, but to include the critical path, linked activities and dependencies, float.
 - f) Building Information Model as per Schedule 18.
 - g) Risk register and management strategy
- 2.5.1.18. The Contractor is to advise the Employer immediately in writing on becoming aware of any concerns relating to Sub-Contractor stability and insolvency. Sub-Contractors are to have financial

health check reports run periodically which are to be made available to the Employer on request.

2.5.1.19. The Contractor may share Sub-Contractor performance metrics monthly with the Employer if such a requirement is determined at the time of Further Competition.

2.5.1.20. Where the scope of the works remains consistent with that envisaged at tender stage, but the number of Sub-Contracts agreed increases when compared with the number of Subcontracts identified within the submitted TES, the Contractor's preliminaries or overheads and profit will not be affected.

2.5.2. Stage 1 activities for Two stage Traditional

The Contractor shall:

2.5.2.1. Comply with clause 22 of the Framework Agreement with regard to the appointment of Sub-Contractors. Where the Employer has provided prior written consent to use of a Subcontractor under clause 22, the Contractor will agree the aggregated sum of the tendered Sub-Contract packages based on firm quotations from appropriately selected and sourced Sub-Contractors.

2.5.2.2. Devise suitable work packages for Sub-Contracts and draft this list into a Tender Event Schedule ("TES").

2.5.2.3. Agree with the Contract Administrator the procedure for tendering and appointing Sub-Contractors.

2.5.2.4. Include in TES the following information as a minimum:

- a) Sub-Contract list – numbered;
- b) Description of works within the Sub-Contract;
- c) Sub-Contractor/supplier list (minimum 3nr tenderers);
- d) Pre-tender briefing/interviews (if necessary);
- e) Pre-tender estimate issue dates;
- f) Sub-Contract tender issue dates;
- g) Mid-tender review activities;
- h) Sub-Contract tender return dates;

- i) Post-tender interview dates;
- j) Best and final offer dates;
- k) Bid placement report issue dates;
- l) Employer approval 'required' dates;
- m) Sub-Contract lump sum fixed price value;
- n) Appointment dates;
- o) Contract execution dates;
- p) Warranty execution dates;
- q) Start on site dates;
- r) Practical completion dates; and
- s) Actions of the Project Team (where vital/of significant importance).

2.5.2.5. Prepare a specific statement for each Sub-Contract which reports on key subjects as follows:

- a) Content of each Sub-Contract, the extent of Sub-Contractor design, its inter-relationship with other packages and the responsibilities and interfaces between packages;
- b) Set out the three quotes from proposed Sub-Contractors for each Sub-Contract or, where not practical, provide quotes benchmarked against rates over the previous 12 months;
- c) Set out each Sub-Contractor's work quality capabilities, recent relevant projects, current work load commitments and financial standing;
- d) Convert each statement into a formal auditable record of how each Sub-Contract tender list was selected; and
- e) Advise on whether any Sub-Contractor should be required to provide a performance bond, parent company guarantee, or other appropriate security/insurance, with the costs of such security/insurance to be borne by the Contractor.

2.5.2.6. Identify any long lead materials.

2.5.2.7. Monitor the content of the Sub-Contract packages to ensure that all work comprising the Works is included in a Sub-Contract package.

2.5.2.8. Be responsible for fully reporting the content and interfaces of each Sub-Contract package to the Project Team to ensure that all Works are procured.

- 2.5.2.9. Develop and agree the form of Sub-Contract and associated tender documents with the Project Team in accordance with clause 22 of the Framework Agreement, including ensuring that such documents are fully compatible with the Contract Documents.
- 2.5.2.10. Review all drawings and specifications received and take responsibility for the completeness and adequacy of the same for the purpose of seeking Sub-Contract tenders which are capable of being priced with sufficient detail including checking to eradicate any discrepancies or divergences between the documents.
- 2.5.2.11. Prepare an 'open book procurement' strategy statement which details how the Sub-Contract packages will be procured and detail the activities listed in the next item.
- 2.5.2.12. Manage and undertake the following activities:
- a) Invite open book, competitive Sub-Contract tenders on a basis that is capable of being priced in sufficient detail to facilitate effective open book financial control and valuation;
 - b) Prepare Sub-Contract tender documents in parallel with and co-ordinated with the work of the Project Team;
 - c) Split the drawings, schedules and specifications into the relevant packages of works for the purposes of Sub-Contractor procurement;
 - d) Issue Sub-Contract tender documents electronically on pre-agreed dates as set out in the TES;
 - e) Receive Sub-Contract tender returns electronically on deadline dates as set out in the TES;
 - f) Include the Contract Administrator in all formal issues of information, including the tender documents from the Main Contractor and tender returns from the Sub-Contractors;
 - g) Carry out any pre-tender, mid-tender and post tender Subcontract meetings, site visits and interviews, give the Architect/Contract Administrator five Business Days' notice of all activities and permit the Architect/Contract Administrator and any other person nominated by the Employer to attend and observe such activities;
 - h) Include the Architect/Contract Administrator in all pre, mid and post tender correspondence associated with any and all

Sub-Contract tender activities;

- i) Undertake the opening of all Sub-Contract tender returns in the presence of the Architect/Contract Administrator on the tender return deadline dates as set out in the TES;
- j) Prepare and issue tender return opening forms signed by the pre-agreed parties present at tender opening;
- k) Evaluate returns from Sub-Contractors;
- l) Carry out any mid-tender interviews;
- m) Negotiate with the Sub-Contractors; and
- n) Produce and issue a Sub-Contract recommendation report providing detailed written analysis of each Sub-Contract tender return received, providing recommendations on the same and identify any further negotiations to take place.

2.5.2.13. Ensure that a Sub-Contract recommendation report is issued for each Sub-Contract, including the following information as a minimum:

- a) Executive summary;
- b) Introduction;
- c) Tender process and returns;
- d) Tender analysis & adjustment;
- e) Tender evaluation;
- f) Cost options;
- g) Maintenance (if applicable);
- h) Health & Safety assessment
- i) Programme dates;
- j) Technical recommendation;
- k) Commercial recommendation;
- l) Sub-Contract package pre-tender estimate;
- m) Price vs. pre-tender estimate evaluation;
- n) Approval/sign off; and
- o) Appendices:
 - Tender enquiry letter;
 - Tender return form;
 - Tender returns;
 - Tender return analysis;
 - Pre, Mid & Post tender correspondence schedules; □
 - Tender compliancy analysis.

2.5.2.14. Keep the Architect/Contract Administrator and any Employer's representative regularly and fully informed as to the progress of

the tender process compared with the agreed programme, providing such information as the Architect/Contract Administrator may reasonably require.

- 2.5.2.15. Visit Sub-Contractors during design and production periods (for early works/long lead materials) to ensure that their delivery programmes are achieved and quality levels are being met. Invite the Architect/Contract Administrator and/or Employer's Project Team as may be required.
- 2.5.2.16. In the event that a Sub-Contractor is unable to tender or is removed from the procurement process the Contractor is to immediately bring to the attention of the Architect/Contract Administrator and issue a statement setting out the grounds for this position and including an action plan for the prompt replacement with an alternative reputable Sub-Contractor of equal or improved capability in all of the pre-qualification criteria.
- 2.5.2.17. At the end of RIBA Stage 4 and as agreed in the Programme, provide a detailed set of Contractor's Proposals consisting of (but not limited to) the following which will form basis of the Stage 2 Call-Off Contract:
 - a) Contract Sum Analysis – consisting of the aggregate of the tendered Sub-Contract prices, pre-construction services fee, construction phase preliminaries and overheads, design fees and any risk allowances (if required);
 - b) Contractor's Proposals reflecting RIBA Stage 4 design
 - c) Logistics and phasing plan
 - d) Site management proposals
 - e) Detailed package level construction phase programme in a format to be agreed with the Contract Administrator, but to include the critical path, linked activities and dependencies, float.
 - f) Building Information Model as per Schedule 18.
 - g) Risk register and management strategy
- 2.5.2.18. Where the scope of the Works remains consistent with that envisaged at tender stage, but the number of Sub-Contracts agreed increases when compared with the number of Subcontracts identified within the submitted TES, the Contractor's preliminaries or overheads and profit will not be affected adjusted.

2.6. Risk Management

2.6.1. Stage 1 activities for Two stage Design & Build

- 2.6.1.1. The Contractor is to undertake risk management. The Contractor from the start of Call Off Stage 1 shall develop, update and coordinate a project risk register. During each stage, the Contractor will undertake regular risk reviews every four (4) weeks with the Employer to assess all current known project risks and any new project risks which have the capacity to be a threat (positive or negative) to the successful delivery of the project.
- 2.6.1.2. The Contractor will continue to be responsible for updating and maintaining the project risk register during the Call-Off Contract.

2.6.2. Stage 1 activities for Two stage Traditional

- 2.6.2.1. The Contractor shall provide input into the Employer's project risk register. During each stage, input will take the form of regular reviews every four (4) weeks jointly by the Employer and the Contractor to assess all current known project risks and any new project risks which have the capacity to be a threat (positive or negative) to the successful delivery of the project.
- 2.6.2.2. The Employer will be responsible for updating the project risk register and sharing it with the Contractor at the PCSA stage. The Contractor will be responsible for updating and maintaining the project risk register during the Call-Off Contract.

2.7. Design Development

The Contractor shall work collaboratively with the Employer and other suppliers to provide solutions which minimise disruption and whole life costs, whilst achieving the project objectives and delivering the project benefits. The Contractor and the Employer shall work together to identify, eliminate or mitigate construction risks during the design stage.

The design and construction shall, as far as is reasonably practicable:

- a) Minimise impact on the environment during construction, operation and eventual disposal;
- b) Comply with all relevant health and safety legislation;
- c) Minimise whole life costs;
- d) Acts, legislation, policy etc;
- e) Take into account the requirements of the Employer's

- Design Guide;
- f) Minimise disruption during the works; and
 - g) Minimise the potential for disruption during routine maintenance operations.

2.7.1. Stage 1 activities for Two stage Design & Build

The Contractor will in respect of the Works, including the Employer's Requirements:

- 2.7.1.1. Prepare, develop and complete the detailed designs for the Works, including but not limited to construction drawings and specifications.
- 2.7.1.2. Actively lead the design process, conduct all design progress meetings and lead the Employers Project Team to ensure satisfactory progression of the design in accordance with the Programme. Take the lead on issues of practicality, buildability, co-ordination and efficiency.
- 2.7.1.3. Review and agree design deliverables with Employer's Project Team members and formalise agreement in a report covering the design deliverables.
- 2.7.1.4. Arrange and lead regular design review workshops throughout the Pre-Construction Period - either weekly or fortnightly.
- 2.7.1.5. Review in detail and provide comments to the Employer's Agent as appropriate on the documents, specifications and drawings (generated as part of Reference Design) which are issued, including reviewing for compliance with environmental, health & safety, safety requirements, sound construction practice and value for money. Reviews with the Employer's Project Team are to be undertaken as documents are issued throughout the design development process. Detailed review, comment and action by the Employer's Project Team to take place at design milestones and resulting gap analysis document would then be issued covering all work packages. The Contractor will ultimately to take responsibility for the design of the Works

under the Design & Build Contract, including the Employer's Requirements.

- 2.7.1.6. Provide and maintain a design risk register to manage outstanding issues during the Pre-Construction Period.
- 2.7.1.7. Manage the exchange of information between the Employer's Project Team, the Contractor, Sub-Contractors and the Contractor's supply chain where required to progress the Works in accordance with the Programme, together with co-ordination of the same within the overall design process and report progress to the Employer's Agent.
- 2.7.1.8. Lead and manage (including the management of the exchange of information between the Employer's Project Team and the Sub-Contractors), develop and monitor the design detailing with the Employer's Project Team where required to progress the Works in accordance with the Programme, together with coordination of the same within the overall design process and report progress on a monthly basis to the Employer's Agent.
- 2.7.1.9. Take a pro-active approach to Change Management by providing early warnings through monthly progress reports issued to the Employer's Agent. Any changes and their impact must be highlighted, either when design is issued at key gateways i.e. RIBA Stage 3 or where the Contractor identifies a likely change through his engagement with the Employer's Project Team as the design progresses.
- 2.7.1.10. Take a pro-active role in dealing with and filtering Subcontractor queries, and instigate and manage a formal Request for Information (RFI) procedure for dealing with such queries which are to be reviewed with the project team on a weekly basis and processed using the Common Data Environmental tool and dealt with using the agreed change control process where necessary.
- 2.7.1.11. Identify the key co-ordinating Sub-Contractors and those elements they will be expected to co-ordinate and/or design and inform the Employer of the same in writing.
- 2.7.1.12. Ensure that during the design process, on site wastage is kept to an absolute minimum, and provide the Employer with

strategies and plans for waste reduction and recycling management to achieve this.

- 2.7.1.13. Finalise design proposals for handing over a defects and snag free building at practical completion in accordance with the contract documentation and Employer's Requirements and demonstrate how this will be achieved.
- 2.7.1.14. Investigate and report to the Employer on the availability and relative suitability of alternative materials and components throughout the design process.
- 2.7.1.15. Provide a detailed set of Contractor's Proposals at the end of RIBA Stage 4, in a format to be agreed with the Employer and the Employer's Agent.
- 2.7.1.16. If the Contractor becomes aware of changes in statutory requirements that are relevant to an instruction, he will immediately inform the Employer in writing.
- 2.7.1.17. If the Contractor becomes aware of unavailability of commonly procured materials for the project within the programme, he will inform the Employer immediately in writing, proposing alternatives.

2.7.2. Stage 1 activities under Two Stage Traditional

The Contractor will:

- 2.7.2.1. Attend regular design review workshops if requested by the Employer throughout the Pre-Construction Period - either weekly or fortnightly.
- 2.7.2.2. Review in detail and provide comments to the Architect/Contract Administrator as appropriate on the documents, specifications and drawings (generated as part of Reference Design) which are issued, including reviewing for compliance with environmental, health & safety, safety requirements, sound construction practice and value for money. Reviews with the Employer's Project Team are to be undertaken as documents are issued throughout the design development process. Detailed review, comment and action by the Employer's Project Team to take place at design milestones and

resulting gap analysis document would then be issued covering all work packages. The Contractor will ultimately take responsibility for the design of the Contractor's Design Portion, including the Employer's Requirements.

- 2.7.2.3. Take a pro-active role in dealing with and filtering Subcontractor queries and instigate and manage a formal Request for Information (RFI) procedure for dealing with such queries which are to be reviewed with the project team on a weekly basis and processed using the Common Data environmental tool and dealt with using the agreed change control process where necessary.
- 2.7.2.4. Identify the Key Sub-Contractors and those elements they will be expected to co-ordinate and/or design and inform the Employer of the same in writing.
- 2.7.2.5. Provide the Employer with strategies and plans for waste reduction and recycling management to achieve this.
- 2.7.2.6. Investigate and report to the Employer on the availability and relative suitability of alternative materials and components throughout the design process.
- 2.7.2.7. Provide a detailed set of Contractor's Proposals at the end of RIBA Stage 4, in a format to be agreed with the Employer and the Contract Administrator.
- 2.7.2.8. If the Contractor becomes aware of changes in statutory requirements that are relevant to an instruction, he will immediately inform the Employer in writing.
- 2.7.2.9. If the Contractor becomes aware of unavailability of commonly procured materials for the project within the programme, he will inform the Employer immediately in writing, proposing alternatives.

2.8. Health, Safety, Environmental and Sustainability

The Contractor is required to comply with the policy requirements so that the Employer can deliver the health, safety, environment and sustainability requirements for the programme.

2.8.1. Stage 1 activities for Two stage Design & Build

- 2.8.1.1. The Contractor will develop specific policies for ensuring a safe project site, including:
- a) The implementation and compliance with the CDM Regulations;
 - b) Identifying the individual(s) who enforce statutory compliance with safety regulations and/or define and implement special safety precautions for the company / project;
 - c) Identification of a company-wide safety officer; and
 - d) The steps to be taken by the Contractor should a Subcontractor or operative ignore safety regulations or otherwise perform in an unsafe manner.
- 2.8.1.2. The Contractor, as Principal Contractor (PC) during the construction phase, is to comply with the obligations and duties of the CDM Regulations 2015. A designer is, an organisation or individual that:
- a) prepares or modifies a design for a construction project (including the design of temporary works); or
 - b) arranges for, or instructs someone else to do so.
- 2.8.1.3. The Contractor is to prepare a Personal Protective Equipment (PPE) schedule for the Project Team and provide PPE as necessary throughout the pre-construction phase made available at the project dedicated on-site project office.

2.8.2. Stage 1 activities for Two stage Traditional

- 2.8.2.1. The Contractor will develop specific policies for ensuring a safe project site, including:
- a) The implementation and compliance with the CDM Regulations;
 - b) Identifying the individual(s) who enforce statutory compliance with safety regulations and/or define and implement special safety precautions for the company / project;
 - c) Identification of a company-wide safety officer; and

d) The steps to be taken by the Contractor should a Subcontractor or operative ignore safety regulations or otherwise perform in an unsafe manner.

2.8.2.2. The Contractor as Principal Contractor (PC) during the construction phase, is to comply with the obligations and duties of the CDM Regulations 2015.

2.8.2.3. The Contractor is to prepare a Personal Protective Equipment (PPE) schedule for the Employer's Project Team and provide PPE as necessary throughout the Pre-Construction Phase made available at the project dedicated on-site project office.

2.9. Sustainability

The Contractor shall comply with Government guidance and best practice, including (without limitation) as set out in the Greening Government Commitments associated and supporting documentation and publications such as the Common Minimum Standards, the Government Construction Strategy 2016 - 2020 and the Construction Strategy 2025. The UK Government is committed to sustainability and places great importance on working with Contractors to deliver contracts with sustainability incorporated.

The Contractor shall provide support to a number of strategic priorities related to the environment within wider government policy, which include, but are not limited to:

1. Reducing greenhouse gas emissions across the government estate by 50% by 2025 and by 80% by 2050, as per the Green Construction Board policy;
2. Reducing the amount of waste (including construction waste) generated and diverting waste from landfill;
3. Reducing water consumption, particularly in areas subject to water stress, while increasing water recycling;
4. Adopting a whole life cost approach to design cost and carbon and water reduction in the built environment, and assisting the Employer in meeting their targets arising from the Climate Change Act 2008;
5. Increasing liquidity in the supply chain through initiatives such as Supply Chain Finance, Project Bank Accounts (PBAs), and the Enterprise Finance Guarantee;
6. Ensuring that government (through its Contractors) purchases more sustainable and efficient products;

7. Ensuring that redundant ICT (Information and Communications Technology) equipment is re-used (within government, the public sector or wider society) or responsibly recycled;
8. Using sustainable urban drainage systems where appropriate;
9. Promoting, conserving and enhancing biodiversity, including use of Biodiversity Action Plans or equivalent and the management of Sites of Special Scientific Interest;
10. Avoiding flooding and helping recovery in the event of flooding and other weather-related hazards;
11. Adopting the application of BRE's Environmental Assessment Methodology (BREEAM);
12. Promoting well-being;
13. Encouraging volunteering;
14. Delivering apprenticeships;
15. Supporting sustainable skills development through major construction and infrastructure projects, in accordance with Procurement Policy Note (PPN) 06/15;
16. Compliance with the Public Equality Duty to promote diversity, to assist sector capacity and increase the employment of protected groups;
17. Following the principles of the Green Public Procurement (GPP) voluntary instrument;
18. Compliance with Procurement Policy Note (PPN) 16/15 for procuring steel in major projects;
19. Compliance with the Timber Procurement Policy dated 20th October 2014;
20. Compliance with Digital Built Britain, including Building Information Modelling (BIM);
21. Embedding Government Buying Standards in departmental and centralised procurement contracts, where appropriate;
22. Improving and publishing data on government supply chain impacts;
23. Leadership in whole-life approaches and climate change adaptation;
24. Supporting "green" economic growth by encouraging "green" technologies, promoting innovation, working with small businesses and protecting the environment, whilst also delivering value for money; and
25. The Armed Forces Covenant enacted under the Armed Forces Act 2011.

The Contractor shall highlight the relative environmental merits of each option in the feasibility studies presented to the Employer, in accordance with the requirements of the Employers scope for each project.

The Contractor shall work proactively with its supply chain to help quantify and reduce the environmental impacts of the Fit Out Works. When requested by the Employer, the Contractor shall communicate annually on progress and reductions made on the environmental impact of the Fit Out Works.

Where specified within the Employers scope, the Contractor shall ensure that the delivery of the Fit Out Works is fully compliant with the relevant BREEAM standard.

Where specified within the Employers scope, the Contractor shall ensure that the Employers targets for carbon reduction, waste reduction and water consumption are achieved.

The Contractor shall comply with the legislative requirements as prescribed in Article 6 of the Energy Efficiency Directive 2012/27/EU (EED), and shall ensure that any goods required by the Contractor fulfil the Service delivery requirements are compliant with the Directive.

All office equipment including network and desktop printers and multifunctional devices, which are wholly or partially used by the Contractor for the delivery of the Fit Out Works, shall meet the requirements of the EED. It should be noted that this requirement does not necessitate that a Contractor is required to upgrade their existing equipment. However, any new equipment purchased for the purposes of delivering the Fit Out Works shall be required to meet the levels set out in the EED.

The Contractor shall make a declaration of compliance to the Employer on an annual basis regarding the purchase of any new equipment purchased either wholly or partially to the delivery of the Fit Out Works, as covered in the EED.

The Contractor shall deliver the obligations in respect of CO2 reporting requirements, on travel undertaken as part of the delivery of the services; CO2 emissions shall be calculated in accordance with the DEFRA Guidelines for measuring environmental impacts. The Contractor shall ensure that the version used for calculation is current at the time the figures are produced.

2.10. Quality Management

The Contractor is to undertake quality management. The Contractor shall operate a Quality Management System conforming to BS EN ISO 9001. The Contractor shall carry out its duties in accordance with the accepted quality procedures forming part of its quality proposal.

When requested by the Employer, the Contractor shall make available the quality manuals and all other relevant information available for inspection.

The Contractor shall provide copies of any technical reviews, audit reports etc. and related documentation.

The Contractor will comply with any requests made for information to enable the Employer to develop the business case or obtain other internal or external approvals.

The Contractor shall provide details of authorised signatories for the various elements of the review, checking and approval of design, reports and the like.

The Contractor will allow the Employer's authorised representatives to undertake any inspection, audit or check at any time within working hours, provided it receives notice of five working days, of any aspect of the Contractor's carrying out of the services, including, but not limited to, inspection of the Contractor's technical and organisational security measures for the protection of Personal Data.

2.11. Stakeholder Management

The Contractor is to undertake internal and external stakeholder management.

Internal stakeholders may include (but are not limited to):

- a) Estates including Property & Acquisitions, Planning & Design and FM
- b) Finance
- c) Legal
- d) Commercial/Procurement
- e) Environment team

External stakeholders may include (but are not limited to):

- a) Professional consultants
- b) Public utility companies
- c) Environment Agency
- d) Councils and London Boroughs
- e) Developers
- f) Other contractors
- g) Other building occupiers

The Contractor will be responsible for obtaining all necessary permits, consents, approvals and the like except as otherwise provided for in the Call-Off Contract. To this end, the Contractor will develop a Stakeholder

Management Plan for the project identifying every stakeholder, their interest, and the actions required to keep them fully informed of the emerging solution and to obtain any formal agreements and permits required for the Fit Out Works to proceed in a timely manner.

At all times the Contractor will be guided by the Employer in regard to managing and communicating with stakeholders.

2.12. Meetings

The Contractor is required to attend and participate actively in the following meetings:

2.12.1. Programme Review Meetings

The purpose of these meetings is to review the schedule and reflect on progress made, review the forward schedule against current status, review dependencies and plan the following period's activities. The forward schedule will be four (4) weeks ahead.

2.12.2. Progress meetings

The purpose of these meetings is to review overall progress and performance. Progress meetings will be held as a minimum every four (4) weeks to:

1. Identify any health, safety and environmental issues
2. Review progress to date and discussing upcoming work
3. Discuss and resolve any problems which have arisen and are likely to arise
4. Identify critical issues, and decide appropriate action
5. Reviewing risks and opportunities
6. Identify any key stakeholder requirements.

2.12.3. Commercial and Procurement meetings

The purpose of these meetings is to review all procurement, financial and commercial matters including any tender activities and progress thereof, variations/instructions, anticipated change, payment, cashflow and a general review of the commercial position for the project. Commercial meetings will be held a minimum of every four (4) weeks to:

1. Review of any current procurement activity
2. Discuss the financial status of the contract, including certification to date, future cash flow, cost forecasting, and estimation of final cost

3. Review the status of Contract Administrator/Employers Agent Instructions
4. Review the status of anticipated change and variations.

These meetings may be combined with the progress meetings.

2.12.4. Senior Management Relationship meetings

The purpose of this meeting is for senior managers from the Employer and Contractor to meet and facilitate the smooth running of projects and ensure that there is a group forum to quickly resolve issues if they are taking too long to resolve and hindering progress. The meetings shall also look for mutual benefits, best practice and relationships wider than the day to day management of the project.

The senior managers representing the Employer and the Contractor shall meet every twelve (12) weeks to carry out a review of the following:

1. Project progress
2. Review pipeline of future work
3. Performance of the staff and project team
4. Commitment to creating a positive working attitude
5. Identification and resolution of matters arising that could have a negative impact upon the project
6. Key Performance Indicators (KPIs).

2.12.5. Stakeholder Liaison meetings

The purpose of these meetings is to have a high level review of projects with key stakeholders to look at what can be done to mitigate or address any issues that currently exist. Stakeholder liaison meetings shall be held every four (4) weeks to:

1. Review progress to date.
2. Discuss and resolve any problems which have arisen.
3. Identify critical issues and deciding appropriate action.

2.12.6. Programme/Project Board meetings

The purpose of these meetings is to provide governance to the programme/project and is ultimately responsible for the success of the programme/project.

The Contractor may be invited to attend the Employer's Programme/Project Board meetings which are held every four (4) weeks to advise the Employer of progress being made with regard to the works.

2.12.7. Best Practice Forum

During the framework term, a Best Practice Forum will be created to facilitate cross-project knowledge transfer so that lessons learned and innovations identified on one project can be shared with other contractors. The Forum will be scheduled periodically at periods defined by the Employer and will include all framework Contractors and Key Personnel from the Employer as well as Sub-Contractors when appropriate.

2.13. Reporting and Communications

2.13.1. Requirements for Reports and Other Documents

Reports and other documents shall generally be produced in accordance with the following guidance. Exact requirements for each specific report or document shall be agreed with the Employer prior to commencement of the task.

2.13.2. End of Stage Reports

The Contractor shall produce a report at the end of each stage summarising the work that has been undertaken in that stage. The format of the report will be agreed with the Employer.

2.13.3. Pre-Construction Reports

During pre-construction the Contractor shall prepare the following:

- i. A detailed report including an update against the Tender Event Schedule (TES), both in terms of progress against the milestones and a package summary cost report at the end of each two (2) week period. The records shall be in a form approved by the Employer.

2.13.4. Site Progress Reports

During construction the Contractor shall prepare the following:

- ii. A detailed record of progress of the Fit Out Works on site at the end of each two (2) week period. The records shall be in a form approved by the Employer.
- iii. The Contractor shall take record photographs every four (4) weeks. The photographs taken shall be in high resolution and be representative of the major activities ongoing during the period. The photographs will be made available to the Employer in digital form on CD, DVD or equivalent media to

be agreed with the Employer and usage rights shall be vested in the Employer.

2.14. Building Information Modelling (BIM)

The Government's May 2011 Construction Strategy mandates that all publically funded capital investment projects are to be BIM Level 2 compliant as of April 2016. This is part of their four year programme for sector modernisation with the key objective of reducing capital costs and the carbon burden from the construction and operation of the built environment.

The Employer's BIM requirements are included within the template Employer's Information Requirements (EIR) in Schedule 18 of this Framework Agreement.

2.14.1. Stage 1 activities for Two stage Design & Build

- 2.14.1.1. Develop the Building Information Model during the relevant design stages and use as a tool for procuring the Sub-Contract Works.
- 2.14.1.2. Adhere to the BIM Protocol (and Employer's Information Requirements) included within Schedule 18 of the Call-Off Contract.
- 2.14.1.3. Extract quantities from the model to assist with procurement of the Sub-Contract work.

Refer also to Schedule 6 of the PCSA.

2.14.2. Stage 1 activities for Two stage Traditional

- 2.14.2.1. The Sub-Contractors will provide updates to the Building Information Model for aspects of their design when requested by the Architect/Contract Administrator.
- 2.14.2.2. Adhere to the BIM Protocol (and Employer's Information Requirements) included within Schedule 18 of the Call-Off Contract.
- 2.14.2.3. The Contractor may wish to extract quantities from the model to assist with procurement of the Sub-Contract work however it would be the Contractor's responsibility to satisfy himself of the accuracy of those quantities.

Refer also to Schedule 6 of the PCSA.

2.15. Other Requirements

2.15.1. Operation & Maintenance Manual

The Operation & Maintenance (O&M) Manual shall contain information from the design and construction phases which could have possible implications for the future operations or maintenance of the asset. Any special maintenance/inspection needs which have been assumed in the conception and design of a structure must be recorded in the O&M Manual with full information on the actions required and the frequency of these actions e.g. a method statement for the inspection and maintenance work on structural significant details.

1. Works information - an outline description of the works including a location plan.
2. Special Features - any special features or precautions are to be itemised.
3. Materials.
4. Components - give the name of the manufacturer/supplier/sub-contractor; the part number and manufacturer's drawing etc.
5. Certification and Test Records
6. Problems occurring during construction - a short report, supplemented with photographs or sketches as appropriate, of problems encountered and solutions adopted during construction or application which could have repercussions on future maintenance shall be included.
7. Access and Security - details, including drawings of access to the site and access to plant/equipment and of security measures to prevent unauthorised access should be included.
8. Recommended maintenance and monitoring - a copy of the recommended routine maintenance schedule shall be supplied. Details of the monitoring regime to be implemented.
9. Details of residual risks and hazards.

The O&M Manuals shall be produced for each element/system of the Fit Out Works in order to correspond to the Employer's maintenance contractors.

The Contractor shall submit the approved records to the Employer in sufficient time to allow the Employer's maintenance contractors to take responsibility for its operation and maintenance.

One full printed set of the above record documents shall be submitted for archive. As-Built drawings shall be printed, on good quality paper and each one shall be marked with "As-Built Drawing" and shall be accompanied by a complete list of the drawings.

One set of electronic copies of the above documents shall be submitted on compact disc or DVD. All documents shall be submitted in Portable Document Format (PDF) and shall be fully indexed, searchable and with hyperlinks to referenced material.

As-Built drawings shall be an electronic copy of the final marked up drawings as above and shall be submitted in both PDF and AutoCAD *.dwg formats. All necessary supporting AutoCAD files shall be included and referenced into the drawing such that it will open as the original. A single file shall be provided for each drawing.

A copy of any computerised models and associated data file shall be provided in the original electronic format.

The electronic file naming convention shall be agreed with the Employer prior to submission of the records.

The Contractor will be responsible for training the incumbent Facilities Management contractor on the installed systems.

2.15.2. Record Information

On completion of the project, the Contractor will be required to collate and submit the following documents to the Employer. The records will be used to update the record information file and also allow the Employer to comply with its obligations under the CDM Regulations. The Employer shall be consulted as to the exact record requirements.

The Contractor shall provide the following:

- a) Health & Safety File
- b) Design Documents
- c) Assessment Documents
- d) Final copies of all reports produced
- e) As-Built drawings
- f) Monitoring records

- g) Operation & Maintenance Manual
- h) Legal documents
- i) Building information model

2.15.3. Liaison with Basebuild Contractor

The Contractor shall undertake inspections at completion of the shell and core/Cat A works and provide a schedule of non-conformances to the Employer for onward transmission to the Developer.

2.15.4. Maintenance

The responsibility for maintenance of the existing infrastructure rests with the incumbent maintenance contractor (Facilities Manager) unless instructed otherwise by the Employer. The Contractor may be requested to manage the base build services for a fee to be agreed between the Employer and the Contractor. Additionally, if a Facilities Manager is not in place, there may be a requirement for 24hr security on site during the construction phase but this will be confirmed in a Call Off Contract.

The Contractor shall liaise with the maintenance contractors or their representatives and share the working area with them to the extent that allows the required maintenance to be completed.

The Contractor when he/she is in possession of the site shall take all reasonable measures to prevent damage or deterioration of the existing infrastructure which could lead to an increase in maintenance over and above that which could be reasonably expected.

2.15.5. Considerate Contractor Scheme

The Contractor is required to register all projects under the Considerate Contractor's Scheme. The Contractor shall allow all costs for registering including the appropriate fee and for using best endeavours to comply with the Scheme's Code of Considerate Practice. The cost of the Scheme shall be met by the Contractor and no costs shall be met by or passed onto the Employer, whether directly or indirectly.

2.15.6. Market Insight

The Contractor is to provide a periodic report to the Employer indicating market conditions relative to the fit-out programme and advise the impact and potential solutions

2.15.7. Permits and Consents

The Contractor will be responsible for obtaining all necessary permits, consents, approvals except as otherwise provided for in the Call-Off Contract.

Further details relating to the scope at call-off stage is included within the Pre-Construction Services Agreement and the Invitation to Tenders for each project.

2.15.8. Service Delivery

The Contractor shall ensure that its personnel have appropriate knowledge of the relevant safety and environmental standards, relevant to the Fit Out Works.

The Contractor shall provide personnel whose standard of security clearance is compliant with the Employer's security requirements, which will be confirmed at Call Off stage.

In the event of the absence of personnel previously allocated, the Contractor shall ensure that subsequent replacement personnel shall be of the same level of relevant experience, and have the required level of security clearance. The Contractor shall ensure that any replacements are agreed with the Employer and that suitable arrangements are made for handover to enable a smooth transition, minimise any detrimental effect and avoid any additional costs to the Employer.

Where additional cost may arise as a result of change of personnel requested by the Contractor or the Employer, the Contractor shall obtain prior consent from the Employer, unless otherwise agreed by the Parties, and the Contractor shall meet all additional costs arising.

The Contractor shall undertake all reasonable measures to ensure continuity of personnel.

The Contractor shall ensure that all Fit Out Works fully comply with the Employer's policies and procedures, set out in any Call-Off Contract.

Where the Employer has specialist requirements relating to individual projects and/or the Fit Out Works, these will be specified by the Employer at Call Off stage. For example, such specialist requirements may include, but are not limited to:

1. Specific security clearances,
2. Sector specific requirements and/or experience and other provisions;
and
3. Standards connected to delivery of the services to the Employer

The Contractor shall ensure the co-ordination of all outputs provided by its Sub-Contractors in the delivery of the Fit Out Works, and shall effectively manage all interface risks to provide a seamless service to the Employer.

The Contractor shall establish and develop relationships and contractual arrangements with its Sub-Contractors in accordance with Clause 22 of the Framework Agreement and that are more generally complementary to the relationships and contractual arrangements under the Framework Agreement and Call Off Contracts.

The Contractor shall improve Sub-Contractor arrangements to achieve continuous improvement in the delivery of the services as set out in the Framework Agreement and Call Off Contracts.

The Contractor shall have robust performance management and benchmarking processes in place to ensure the objective measurement and assessment of the performance of its Sub-Contractors. Such processes shall include measurement of the Sub-Contractor's performance in relation to cost, programme and quality of the Fit Out Works. The Contractor shall also measure any 'added value' provided by the Sub-Contractor in the delivery of the services, including but not limited to, research and development contributions, improved sustainability and improved employment and skills.

The Contractor shall manage its Sub-Contractors and supply chain to ensure that the required standards for the delivery of the Fit Out Works are consistently achieved.

2.16. Estate and Asset Management

The Contractor shall ensure full compliance with any estate and asset management strategy held by the Employer and/or policy in the delivery of the Fit Out Works.

The Contractor shall provide information to update the Employer's property and asset records, where any changes to the Employer's estate result from the details contained within a Call Off Contract.

2.17. Legislation and Policy

The Contractor shall comply with and ensure that all Fit Out Works comply with clause 33 of the Framework Agreement.

The Contractor shall ensure that it complies with the Government Guidance and Best Practice as set out in the Government Construction Strategy 2016 - 2020.

The Contractor shall comply with the Common Minimum Standards for procurement of the built environment in the public sector. This sets out the relevant mandatory standards which construction project team members in Government should implement to reflect existing government policy, and can be found by accessing the link below:

<https://www.gov.uk/government/publications/common-minimum-standards>

The Contractor shall assist the Employer in ensuring compliance with EU regulations arising from Contracts, including publication of notices, and shall comply with all relevant procedures.

When required by the Employer, the Contractor shall introduce, and provide support to ensure that the full benefits of Project Bank Accounts (PBAs), as a means of enabling faster payments through the supply chain, are realised.

The Contractor shall support the Employer's requirements for delivery by the adoption of measures to improve the efficiency of and value for money including the Government Construction Strategy, Government Soft Landings (GSL) and achieving Building Information Modelling (BIM) Level 2 for all Call Off Contracts.

The Government Construction Strategy has a number of key priorities (in addition to those noted above in paragraph 3.4.8). The Contractor shall provide support for achieving these priorities, including improving efficiency and value for money through measures such as:

- a) strengthening client capability;
- b) advancing digital and data capability;
- c) using and developing fully collaborative digital construction, with appropriate early contractor involvement;
- d) improving skills and attracting skilled employee;
- e) better utilisation of supply chains;
- f) use of fair payment mechanisms; and
- g) leadership in whole-life approaches.

2.18. Business Continuity

The Contractor shall have a robust Business Continuity Plan in place to maintain the delivery of the Fit Out Works and shall share this plan (including any updates) with the Employer upon request.

The Business Continuity Plan, shall comply with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated relevant standards.

The Crisis Management Plan shall be comprehensive and detail the processes by which significant disruptions will be managed to support the Employer in the event of disruptions of significant scale and impact.

If in the event of an emergency or crisis management situation, the Contractor shall notify the Employer immediately. The details of the Contractor's process for the management of the potential emergency shall be clearly defined in the Business Continuity and Crisis Management Plan.

The Business Continuity Plans and Crisis Management Plans shall be reviewed annually and after any major incident by the Contractor.

2.19. Cyber Essentials Scheme

The Contractor shall demonstrate that it meets the requirements prescribed by the Cyber Essentials Scheme. The Contractor shall demonstrate that it has achieved the level of assurance known as Cyber Essentials with regard to the Fit Out Works.

Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:

<https://www.gov.uk/government/publications/cyber-essentials-schemeoverview>

The Contractor shall demonstrate that it meets the technical requirements prescribed by Cyber Essentials by Framework Commencement Date. The Contractor shall demonstrate this in one of the ways listed below:

1. The Contractor has a current and valid Cyber Essentials Certificate, which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the past 12 months; or
2. The Contractor does not have a current and valid Cyber Essentials Certificate, ~~awarded~~ by one of the Government approved Cyber Essentials accreditation bodies, but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the Government approved accreditation bodies by the Framework Commencement Date; or
3. The Contractor does not have a current and valid Cyber Essentials Certificate, ~~awarded~~ by one of the Government approved Cyber Essentials accreditation bodies, but can demonstrate (or will be able to demonstrate by the Framework Commencement Date) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

and the Contractor can provide evidence of verification by a technically competent and independent third party (which has taken

place within the past 12 months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

The Contractor will be exempt from complying with the requirements noted above where the Contractor conforms to the ISO27001:2013 or equivalent standard. Exemptions will also encompass the Cyber Essentials requirements when included in the scope of that standard, and verified as such, and the certification body carrying out this verification is approved to issue a Cyber Essentials Certificate by one of the Government approved Cyber Essentials accreditation bodies referred to above.

The Contractor shall, throughout the Framework Period and any Call Off Contracts established, renew its Cyber Essentials Certificate immediately after the expiration of a period of twelve (12) consecutive months from the date that the same was first issued or last renewed; or, where the Contractor does not have a Cyber Essentials Certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of twelve (12) months from any date that such evidence was provided, provide the Employer with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.

The Contractor shall ensure that its Sub-Contractors comply with the provisions noted above where such Sub-Contractors are responsible for receiving Cyber Essentials Data.

2.20. Programme Controls

The Employer's Project Team will put in place a suite of Programme Controls to create a framework of planning, control and reporting across the programme. The Employer and Contractor will implement the controls and will ensure that they are used effectively and that reports are accurate and timely.

This suite of controls will include, but not be limited to:-

1. Performance management of cost and schedule;
2. Cost management;
3. Schedule management;
4. Issues management;
5. Risk management;
6. Change management;
7. Contract and commercial management;
8. Reporting;

9. Quality management; and
10. Document management.

These tools and procedures will be concise and easy to use and understand. Every care will be taken to ensure that they do not involve a level of complexity that can unnecessarily distract project personnel from project delivery.

2.21. Site Inspections

The Contractor will undertake Project site inspections including verification of test certificates and other documents at completion of the shell and core/Cat A Works. Also provide a schedule of non-conformances to the Employer for onward transmission to the Developer.

2.22. Construction Activities (Call Off Stage 2)

The Contractor shall deliver all construction activities as specified in the drawings and Employers Requirements. These activities will be agreed on a project by project arrangement during the Further Competition Procedure.