

# 1 Introduction

## 1.1 Background

1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directories, Corporate Services, Adult Social Care and Health, Environment, Culture and Communities and Children, Young People and Learning.

1.1.2 This Invitation to Tender sets out how your organisation can tender for the Programme Manager and Multi Discipline Works Consultancy Contract to the Council.

## 1.2 Outline Requirement

1.2.1 The Council requires an experienced consultancy organisation that can provide a range of specialist property and construction professional, managerial and administrative functions, including all the necessary admin support and resources, to provide strategic advice and to implement its capital programme.

1.2.2 The contract will cover all construction consultancy services for all Council departments

1.2.3 The new contract will commence in xxx, and the current contract is due to expire at the end of Xxxxx xxx. During this interim period the Consultant will be required to co-operate in hand over and succession planning.

1.2.4 The contract will be for 5 years initially with options for the Council to extend the term for up to a further 5 years, subject to satisfactory performance.

## 1.3 TUPE

1.3.1 The provisions of the Transfer of Undertakings (Protection of Employment) Regulations may apply on expiry of the current contractual arrangements. The current contractor is:

**Xxxx**

1.3.2 Information regarding TUPE is given in Appendix F. The Council makes no assurances or representations as to the effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("the Regulations") on any contract to be awarded. You acknowledge that you will rely on independent professional advice on the effect of the Regulations should you be in the position of being the successful tenderer and that you will be deemed to have formed your own view as to whether the Regulations apply to the services to be the subject of the contract.

## 1.4 Procurement Timetable

The following is the proposed timetable for the procurement and implementation of a Programme Manager and Multi Discipline Works Consultancy

Last Questions from Tenderers			Xxxxx
Issue Final Question & Answer Summary			Xxxxx
Receive Response from Tenderers			Xxxxx
Supplier Interviews			Xxxxx
Contract Award			Xxxxx

## 2 Instructions to Tenderers

### 2.1 General Instructions

- 2.1.1 If you intend to tender for the provision of the Programme Manager and Multi Discipline Works Consultancy Contract to the Council, please read the following instructions carefully and prepare your tender accordingly.
- 2.1.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.1.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.1.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.1.5 Clarifications of the invitation to tender documents must be made **in writing** by email to the following:

xxxx

Email: [xxxxx](mailto:xxxxx)

- 2.1.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than Xxxxx xxx.
- 2.1.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.1.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.

- 2.1.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

## 2.2 Tender Response

- 2.2.1 Please submit 6 hard copies of the Technical Section (see below) of your tender and one copy of the Commercial Section, plus one electronic copy of each separate Section on CD/DVD. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be rejected. We are unable to accept quotations on USB stick.
- 2.2.2 Your tender must be divided into two sections and contain the information called for in each section below:

The **commercial** section should include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 4)
- Consultancy Conditions Compliance Statement (Schedule 2)
- The completed Schedule of Reserved Information - see guidance attached at Appendix D (Schedule 5)
- The Form of Tender statement (Schedule 6) completed, signed and dated

The **technical** section should include:

- Responses to all questions set out in Schedule 1 of this ITT
- Specification Compliance Statement (Schedule 3)
- Tender Checklist (Schedule 7) should be completed and comments added if required.

**No pricing should be included in the technical section.**

- 2.2.3 Respond to all sections in the schedules. You should complete your responses in blue ink. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.

**All sections must be responded to even if simply “Understood” or “Agreed”.**

- 2.2.4 The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.
- 2.2.5 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.
- 2.2.6 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- 2.2.7 All pricing should be stated exclusive of VAT.

2.2.8 Tenders shall remain open for an initial acceptance for a minimum of 90 calendar days, although the Council may ask you to extend of the period of validity.

## 2.3 Submission of Tenders

2.3.1 The original, signed, tender must be returned by no later than **12:00 Mid Day** on Xxxxx xxx.

2.3.2 Please address to:

xxxxx

2.3.3 If submitting hard copies, the envelope must not indicate the name of the sender; envelopes that do may be rejected unopened. Similarly, tenders received after the tender submission date/time may be rejected.

## 2.4 Tender Decline

If you decide not to respond to this ITT, please let the contact in Section 2.1.7 know in writing as soon as possible, giving a brief reason(s).

## 2.5 Evaluation of Tenders

2.5.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.

2.5.2 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.

2.5.3 The contract will be awarded on the basis of the most economically advantageous offer having regard to:

2.5.4 The **Total Cost** of the goods, services or works, [incorporating price, programme delivery) (50% of the total score)

2.5.5 The **Quality** of the solution in terms of functionality and infrastructure (50% of the total score) takes into account issues such as; quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, cost effectiveness, after sales service, technical assistance, delivery date and delivery period and period of completion.

2.5.6 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 30(6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.

2.5.7 The Council's evaluation will include Supplier Interviews; these will be held on the date(s) mentioned in paragraph 1.4 above. Evaluation of these will be used to review the initial scoring based on further understanding gained.

2.5.8 The **Quality** evaluation criteria are as follows:-

Criteria	Marks	Applicable Document(s) & Section(s)
KPIs	5	Schedule 1 Q1
Method Statement	25	Schedule 1 Q2
CVs	20	Schedule 1 Q3
Synergies	10	Schedule 1 Q4
Time/Budget	10	Schedule 1 Q5
Getting back on track	5	Schedule 1 Q6
ICT/FFE	5	Schedule 1 Q7
Progress Reports	2	Schedule 1 Q8
Key Risks & Challenges	8	Schedule 1 Q9
Community Benefits	5	Schedule 1 Q10
Added Value	5	Schedule 1 Q11
<b>Total</b>	<b>100</b>	

- 2.5.9 The evaluation spreadsheet which details the formulae used is attached as Appendix C of this ITT.
- 2.5.10 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 2.5.11 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

## 2.6 Alternative Offers

- 2.6.1 No alternative offers will be considered.

## 2.7 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

## 2.8 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: [www.bracknell-forest.gov.uk/procurement](http://www.bracknell-forest.gov.uk/procurement)

# **SPECIFICATION**

**for**

## **Programme Manager and Multi Discipline Works Consultancy**

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## 1 Introduction

- 1.1 This specification sets out the requirements of Bracknell Forest Council (the Council) for its Programme Manager and Multi Discipline Works Consultancy
- 1.2 The Council requires an experienced consultancy organisation that can provide a range of specialist property and construction professional, managerial and administrative functions, including all the necessary admin support and resources, to provide strategic advice and to implement its capital programme.
- 1.3 This contract will run for a period of 5 years with the option to extend for a further 5 years for a maximum of 10 years, depending on the consultant organisation meeting Key Performance Indicators.
- 1.4 Bracknell Forest - Background and Context
  - 1.4.1 *Unitary status:* Bracknell Forest Borough Council (the Council) is a small unitary authority that was created in 1998 upon the abolition of Berkshire County Council
  - 1.4.2 *Location:* Bracknell Forest is located in central Berkshire, 28 miles West of London and between the M3 and M4 motorways. It covers an area of some 109 sq km.
  - 1.4.3 *Population Centres:* The estimated population in 2011 was 113,200, and the majority of people live in the built-up areas of Bracknell, Sandhurst, Crowthorne, Binfield, Warfield and North Ascot.
  - 1.4.4 *Children & Young People:* In 2011 there were an estimated 29,000 children and young people aged 0 -19 resident in the Borough, representing 26% of the total population. This proportion has remained fairly constant in recent years.
  - 1.4.5 *Growing Population:* There is significant residential development and population growth. The managing Partner will be involved in commissioning new schools and expanding existing schools and other services.
  - 1.4.6 *Regeneration:* Bracknell town centre is currently subject of a regeneration project to redevelop parts of the town centre in partnership with other stakeholders.
  - 1.4.7 *Local ICT Industry:* Many major ICT and electronics companies have their headquarters within the Borough.
  - 1.4.8 *Community Focus:* The Council works closely with a Local Strategic Partnership of key agencies like the local PCT, the Police and voluntary sector.
  - 1.4.9 *Low Deprivation:* Generally, Bracknell Forest has a low level of deprivation, but there are pockets of deprivation across the Borough.

- 1.4.10 *Ethnicity*: The largest ethnic group in Bracknell Forest is Nepalese. There are many Ghurkha families, and Sandhurst Military Academy is also located in the Borough.
- 1.4.11 More information about Bracknell Forest can be obtained from the Councils' website at <http://www.bracknell-forest.gov.uk>
- 1.4.12 *Types of Work to be undertaken*: Will include an advice, design, project and programme management service for new builds, extensions and refurbishments of existing buildings.
- 1.4.13 *The Bracknell Forest Estate*: This contract covers construction consultancy services for all Council departments and a summary of the current Bracknell Forest estate is set out on the table below. The scope of this contract also includes any other establishments which may be instructed on by Bracknell Forest Council during the lifetime of the contract.

DEPT.	SERVICE	ESTABLISHMENTS	NUMBER
Adult Social Care & Health	Adult social care	Care homes	4
		Ancillary premises	3
	Housing Options	Houses and flats	24
Children Young People & Learning	Education	Primary Schools	25
		Infant Schools	3
		Junior Schools	3
		Secondary Schools	5
		Special Schools	1
		Pupil Referral Unit	1
		Caretakers Houses	25
	Youth Service	Youth Clubs & Centres	5
	Children's Social Care	Establishments	3
	Early Years	Childrens Centres	4
Lifelong Learning	Adult Learning Centres	2	
Corporate Services	Community Centres	Centres	13
	Corporate Property	Council house	1
		Industrial units	60
		Offices	4
		Shops	31
Environment Culture & Communities	Sports and Leisure	Sports and leisure centres	4
		Golf club	1
		Activity centres	2
		Conference centre	1
		Arts centre	1
		Libraries	9
	Commercial properties	Industrial units	31

		Shops	67
	Various	Houses	6
		Car parks	12
		Public WC's	5

1.4.14 *Reporting and Accountability:* The Consultant will report to and be accountable to the Chief Officer: Strategy, Resources & Early Intervention (SREI), who is the Category Manager for the Councils' Capital Construction Category Strategy. The Chief Officer: SREI will be the Council representative dealing with contract issues and managing change control, but for individual projects this responsibility will be delegated as required to other named Council officers.

1.4.15 *Background:* The Councils' Children, Young People & Learning Department have been working with a Managing Partner, since 2009 to deliver the Education Capital Programme, and the contract is due to expire at the end of November xxxxx. The new Programme Manager and Multi Discipline Works Consultancy contract will be the successor to this contract, and the scope has been expanded to include all four departments of the Council.

1.4.16 *The Councils' Capital Programme:* Spend per annum typically comprises:

- £6-10m on school extensions and refurbishments
- Up to £4m new works and refurbishments on other Council buildings
- £2m planned maintenance on school buildings
- £2m planned maintenance on other Council buildings

1.4.17 *Current Projects:* The current Managing Partner contract will expire on 30th November xxxxx to allow for completion of the key education construction projects for the beginning of the xxxxx/14 academic year. The current Managing Partner will also handle all retention/defects liability issues in respect of projects started/completed during their tenure.

1.4.18 *Succession Planning:* The Consultant will begin working with the Council from 1st June xxxxx, including:

- Familiarising themselves with the Councils' Estate and key personnel
- Begin working up new projects required for September xxxxx
- Working up to full handover from the current Managing Partner on 30th November xxxxx

## 2 Background Information: The Schools Programme

- 2.1 *The Education Estates Strategy*: sets out the high level strategic approach to the Bracknell Forest schools programme and is attached as APPENDIX E.
- 2.2 *Children & Young People*: In 2011 there were an estimated 29,000 children and young people aged 0 -19 resident in the Borough, representing 26% of the total population. Of these, around 15,500 are pupils on roll in Bracknell Forest schools. Generally there are approximately 1,500 births per annum in Bracknell Forest.
- 2.3 *Bracknell Forest*: Pupil numbers in Bracknell Forest are expected to grow much faster than the national average rate - 24% by xxxxx, driven by new housing and background demographics. The Council has a statutory duty to provide sufficient pupil places and the Consultant will assume a key role in assisting the Council in planning for school places and in delivery of key school capacity projects to meet this duty.
- 2.4 *Creation of Additional School Places*: Over the past four years the Council has responded to rising rolls by creating over 1,300 new pupil places to meet demand through a significant programme of construction works on school sites. Where pressure on pupil places has been most evident, the Council has employed a number of different solutions to meet the forecast need in the most cost efficient manner:
- Individual “surge” classrooms in primary schools to take an additional form of entry. The Council has created four surge classrooms and has plans in place to create up to 14 more as and when required.
  - Expansion by 1FE in all year groups, involves phases of work to create new classrooms by refurbishment and/or extension of existing buildings. The Council has expanded five primary and three secondary schools by up to 1FE and has masterplans in place to create up to a further 11FE by expansion of existing schools if required.
  - Building new schools. The new 1,550 place Garth Hill College secondary school opened in 2010 which was a BSFuture One School Pathfinder, provided under a design & build contract through the IESE Framework. The new 420 place Jennett’s Park CE Primary School opened in 2011, constructed through an agreement with the housing developer in lieu of S106 contributions. There are currently 7 more new schools required to be built on our medium term plan for implementation between xxxxx and xxxxx.
- 2.5 *Delivery*: Individual projects are implemented in phases each year to meet the forecast demand for the start of the following academic year. The Consultant will have a key role in helping the Council to deliver these construction outcomes on time to tight timescales, and on budget.
- 2.6 *Capacity Strategy*: The Council maintains a school Capacity Strategy which is informed by the SPP forecasts. The current Short and Medium term strategy summaries, broken down into the three school organisational areas and by sector (primary and secondary) are set out below. The Consultant will have a key role in helping to shape this strategy and will provide all the necessary professional disciplines to deliver this programme of work:

Programme Manager and Multi  
Discipline Works Consultancy  
INSTRUCTIONS TO TENDERERS



**Capacity Strategy - Medium Term (2014-2016)**

Area	Sector	Requirement	Source	Strategy	Comment
North Bracknell	Primary	Up to 1FE	Demographics	Meadow Vale: Surge classroom	Surge classroom at Meadow Vale in Sep-14
			Demographics	Cranbourne: Surge classroom	Surge classroom at Cranbourne in Sep-15
			Demographics	Whitegrove: Surge classroom	Existing surge classroom becomes free in Sep-16
			725 Houses at Amen Corner	Amen Corner	New 1FE Primary School from Sep-16#
	Secondary	Up to 2FE	Demographics & Housing	Garth Hill College: Expansion by 2FE	Continue the expansion started in Sep-13
South Bracknell	Primary	Up to 2FE	1,500 houses at Jennett's Park	Jennett's Park: Expansion by 1FE	Complete the expansion started in Sep-12
			781 houses at The Parks	Crown Wood: Expansion by 1FE	Complete the expansion started in Sep-12
			Demographics	The Pines Primary: Expansion by 1FE	Complete the expansion started in Sep-13
			Demographics	Crown Wood: Surge classroom	Surge classroom at Crown Wood in Sep-14
	Secondary	None	Demographics	Brakenhale: Expansion by 0.5FE	Complete the expansion started in Sep-10
Crowthorne & Sandhurst	Primary	Up to 2FE	Demographics	Owlsmoor: Expansion from 76-90	Complete the expansion started in Sep-13
			Demographics	Owlsmoor: Surge classroom	Surge classroom at Owlsmoor in Sep-14
			Demographics	Uplands: Surge classroom	Surge classroom at Uplands in Sep-15
			450 houses at Broadmoor	Wildmoor Heath: Expansion by 1FE	Expand Wildmoor Heath from Sep-16*#
	Secondary	None	n/a	No works required	Sufficient places available

# Subject to new housing build

\* Subject to Site Allocation approval in the SADPD

**Capacity Strategy - Long Term (2017 onwards)**

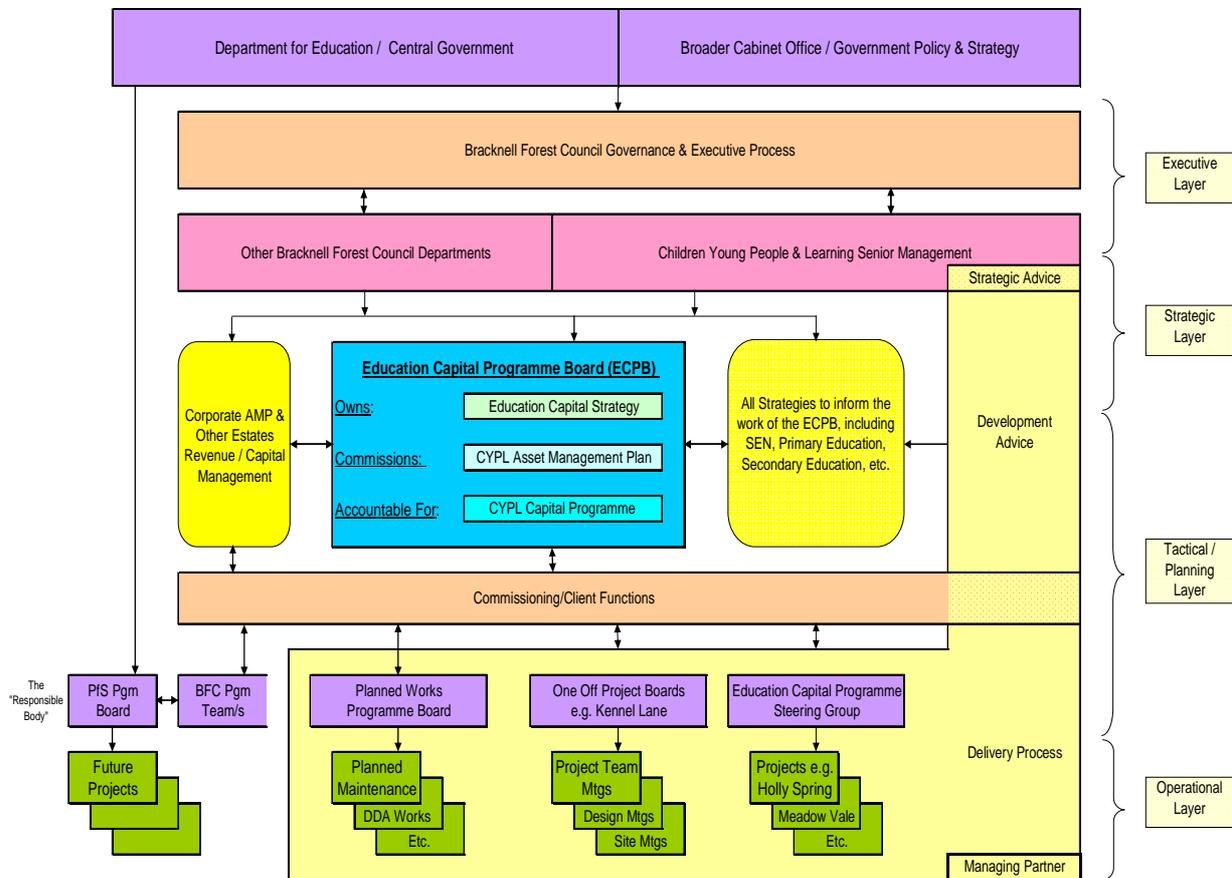
Area	Sector	Requirement	Source	Strategy	Comment
North Bracknell	Primary	2FE	725 Houses at Amen Corner	Amen Corner: expansion by 1FE	Expand Amen Corner to 2FE from Sep-17#
		3FE	2,200 houses at North Warfield	North Warfield E: new primary school	New 3FE primary school from Sep-17#
		2FE		North Warfield W: new primary school	New 2FE primary school from Sep-17#
		1FE	400 houses at Blue Mountain	Blue Mountain: new primary school	A "Learning Village" comprising a new primary, secondary and special school facility on a shared site from Sep-18*#
	Secondary	7FE	5,970 houses in GHC DA	Blue Mountain: new secondary school	
	Special	100 Places	Demographics	Blue Mountain: new special school	
South Bracknell	Primary	2FE	1,000 houses at TRL	TRL new Primary School	New 2FE primary school from Sep-17*#
	Secondary	up to 2FE	Demographics	Brakenhale: Expansion by 1FE	Expand Brakenhale from Sep-19
				Easthampstead Park: Expansion by 1FE	Expand Easthampstead Park from Sep-20
Crowthorne & Sandhurst	Primary	1FE	450 houses at Broadmoor	Wildmoor Heath: Expansion by 1FE	Complete the expansion started in Sep-16
	Secondary	1FE		Edgbarrow: Expansion by 1FE	Expand Edgbarrow from Sep-18*#

# Subject to new housing build

\* Subject to Site Allocation approval in the SADPD

- 2.7 **Planned Works:** The Consultant will provide all the necessary professional disciplines to deliver the CYPL Planned Works Programme for schools including programme/project management, and all associated design, procurement and contract administration services. The schools Planned Works Programme amounts to approx £2m p.a. in value.
- 2.8 **Accommodation to be Provided:** The Council will make office space available to the Consultant within its Children Young People & Learning Admissions & Property Team offices in Bracknell. This will be for the Consultant's Programme Manager/s to be based there three days a week, and for the Consultant's key staff to work in and from the building on an ad hoc basis. Accommodation provided will comprise up to 4 hot desks, with telephones (land lines), and wireless internet access. The consultant's key staff will also be issued with Bracknell Forest Council building passes, have shared access to staff facilities, and be set up as users of the BFC IT network including BFC email accounts and access to our shared servers, printers and plotter. The Consultant's staff will be expected to use and pay for parking in the nearby town centre car parks.
- 2.9 **Management and Governance:** The Council's current management and reporting arrangements are set out in 4.2.6 below, and are summarised in the diagram below for information. The Consultant will be required to propose and agree an equivalent way of working with the Council to deliver the specified services.

**CHILDREN YOUNG PEOPLE AND LEARNING CAPITAL FRAMEWORK 2012-15**



### **3 Background Information: The Non Schools Programme**

3.1 In October each year bids are submitted by various council departments for funding for various capital projects, some of which consist of refurbishments, extensions to existing properties and new build. The approximate value of these capital projects can be up to £4m per annum. For xxxxx/xxxxx the value of non school projects amount to approx £1m and the projects comprise:

- Great Holland's Library Extension £250k
- Harmans Water Library Extension & Refurbishment approx £750k

3.2 In addition to 3.1 the Councils' Capital Planned Maintenance Programme amounts to approximately £2m per annum and is comprised of many projects with values ranging from £500 up to £250k.

## **4 Services to be Provided**

### **4.1 Strategic Advice to Chief Officers and above in the following areas:**

- 4.1.1 General strategic advice on Property related matters around the management of the Councils' estate.
- 4.1.2 Construction advice relating to current and future projects, including over the interfaces between the Council and central government.
- 4.1.3 Asset Management advice, and the Consultant will be expected to advise on aspects of the Councils' Corporate Asset Management Plan, and the Asset Management Plan for its Children Young People & Learning department.
- 4.1.4 The Consultant will provide advice on the Councils' Estates Strategy including its Education Estates Strategy
- 4.1.5 The Council operates a Category Management approach to procurement of key services one of which is Capital Construction. The Consultant will provide advice and guidance on aspects of the Capital Construction Category Strategy including on opportunities for securing best value from aggregating compatible procurement.
- 4.1.6 Commissioning new schools/academies/free schools is a key work stream for the Council and the Consultant will provide advice on how to achieve the desired outcomes for children & young people in respect of the 7 new schools currently proposed to be built under our Medium and Long Term Capacity Strategy.
- 4.1.7 The Consultant will also advise the Council on aspects of its Capital Programme including options appraisals and feasibility studies.
- 4.1.8 The Consultant will also advise the Council on the property & construction aspects in updating and delivering the Councils' Medium Term Objectives.
- 4.1.9 Provide asset valuations in the recognised form including insurance, current market and asset register.
- 4.1.10 Produce lifecycle costs in respect of existing buildings and proposed construction projects.
- 4.1.11 Undertake development appraisals of sites where required to identify opportunities including feasibility and cost reporting of options.
- 4.1.12 Any other property or construction related matters requiring strategic advice and guidance.

## 4.2 Programme Manager – Schools Capital Programme

4.2.1 The Consultant will provide a named Programme Manager who will perform this role for the duration of the contract. Continuity is essential to ensure smooth delivery of the programme. The named individual will be suitably qualified, trained, experienced and knowledgeable to manage the delivery of the Schools Capital Programme. In addition, the named individual will have the following skills:

- Programming
- Construction project management
- Identify constraints
- Balancing quality, time and cost
- Management
- Monitoring
- Problem solving
- Decision making
- Intervention
- Finance

4.2.2 They will be physically co-located with the Councils' Schools Capital Programme team at the Councils' office in Bracknell for a minimum of three days per week, supported by their own appropriate admin resources as required. They will have access to Consultants supply chain and able to bring together resources as required to deliver the Schools Capital Programme.

4.2.3 This contract will commence in June xxxxx, and the contract with the current provider is due to expire at the end of November xxxxx. During this interim period the Consultant will be required to co-operate in handover and succession planning with the current provider which will include, but not be limited to:

- Review and become familiar with the Councils' Schools estate.
- Review the current Council processes, procedures, management arrangements, strategies and plans in place, and develop and agree any changes to these with the Council.
- Review and become familiar with the current programme and the status of all projects on it.
- Take instructions from the Council regarding new projects required to be completed for September xxxxx.
- Establish an effective working relationship with the current provider and agree and co-operate with a handover with them and the Council.

4.2.4 Programming, including creating and managing project plans critical path analysis, milestones, decision dates etc. including using MS Project as required. The Programme Manager will establish and agree baselines for all projects in the Programme and ensure these are realistic and achievable by all parties. They will Monitor and reporting on progress against the agreed baselines, control progress and initiate timely corrective action/intervention where necessary.

4.2.5 Financial Management, and the Consultant will work to the Councils' three tier system which includes monthly updates of:

- Comprehensive project Level Cost Plans/Reports
- Individual project summary budget trackers (on a single side of A4 each)
- A Programme Cash Flow Summary of all phases of all projects

The Programme Manager will identify variances against the previously reported figures, identifying under/overspends, reconcile forecast, with actual expenditure, and flag for approval movement of money into/out of the programme and individual projects.

THE PROGRAMME MANAGER WILL ENSURE THAT BUDGETS ARE NOT OVERSPENT AND THAT CONTRACT AWARD DECISIONS ARE NOT EXCEEDED.

The Consultant will provide value management/value engineering and cost reduction measures as required, and be expected to challenge where costs seem unreasonably high. They will also apply for grants and supplementary funding on behalf of the Council where this is available.

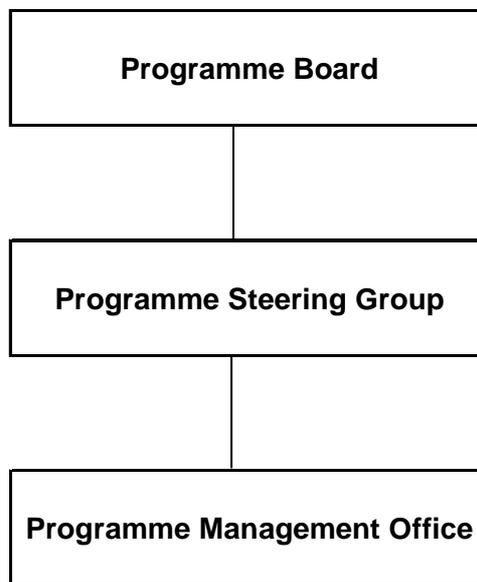
With financial disputes e.g. with contractors the Consultant will advise the Council, and taking the lead in resolving construction related claims for liquidated damages (etc) on behalf of the Council.

The Consultant will also be required to co-operate with the Councils' audit requirements.

4.2.6 The Programme Manager will facilitate and clerk the management and governance arrangements for the Education Capital Programme. The current arrangements are set out in the following bullet points and organisation chart below for information. The Consultant will be required to propose and agree an equivalent management and governance structure for this contract that will ensure the effective delivery of the services required.

- Capital Budget Monitoring: A monthly meeting with the Council and the relevant QS's to agree all changes to the Programme Cash Flow Summary and movement of monies on the programme.
- Programme Management Office: A weekly meeting with the Councils' Senior Responsible Officer (Head of Property & Admissions) to review and take instructions on individual projects on day to day matters.

- Programme Steering Group: A monthly meeting chaired by the Councils' CYPL Programme Director (Chief Officer, Strategy, Resources & Early Intervention) to include reporting by exception on progress and budgets. The Programme Director will also agree project objectives, sign off written instructions, designs and change controls for individual schemes. This is also the forum for the contract management of the whole Programme Manager and Multi-Discipline Works Consultancy contract.
- Capital Programme Board: A termly meeting chaired by the Director of Children Young People & Learning, attended by Executive Members, Corporate and key user/stakeholder representatives, to include monitoring, exception reporting, and high level governance.



- 4.2.7 Facilitate the statutory Planning Process by providing all necessary planning consultancy support to achieve planning permission, including procuring/providing all supporting surveys for highways, ecology, environmental, trees, etc. The Programme manager will also attending the monthly Council Projects Working Group with the Councils' client department and planning officers to ensure effective liaison and positive outcomes with planners in respect of the Council's internal projects.
- 4.2.8 Facilitate an effective link between projects and planned works including joining up planned works with projects in terms of design, procurement and contract administration where appropriate. The Council wishes to maximise value for money by aggregating procurement and/or project management of capital projects and Planned Works.
- 4.2.9 Framework Management: The Programme Manager will manage and facilitate the smooth operation of the Councils' Capital Construction Framework, including managing and reporting on contractor performance, running mini competitions, and ensuring the Framework meets the Councils' needs for timely and efficient procurement.

4.2.10 Managing Decision Making: The Consultant will assist the Councils in its decision making process including approvals of Procurement Plans and Awards of Contract. This includes drafting decision and information reports and written material for inclusion in other reports. The Consultant may also be required to attend and facilitate decision making at the relevant meetings as required including:

- Departmental Management Teams, chaired by Directors
- Corporate Management Team, chaired by the Chief Executive
- Executive Briefings
- Executive meetings
- Full Council meetings

The Consultant must ensure that adequate time for preparation & drafting, decision making and reporting is included in project plans, and this will require early identification of forthcoming decisions that need to be made, and maintaining and keeping to an effective forward plan.

4.2.11 Liaising with Elected Members: The Consultant will occasionally be required to draft briefing papers for the Programme Director to keep Members informed of key issues. The Programme Manager is required to be experienced in dealing with elected Members and have awareness of political issues and sensitivities associated with property and construction in local authorities.

4.2.12 Managing Communications: The Consultant will facilitate consultation/engagement with stakeholders and users in respect of Programmes and Projects. This will include drafting a termly Newsletter to publicise progress with key Projects and Programmes. Effective communication will also involve effective engagement with the Councils' Media Team and drafting press releases that celebrate successes and mitigate shortcomings.

4.2.13 Managing Information: The Consultant will propose an appropriate on-line information system that will be accessible to all stakeholders in the Council, and they will administer the system including passwords, and User Ids. There must be sufficient security to prevent unauthorized access to information. Electronic Programme and Project files must be accessible to all those who need to see them, with a regime of version control to key documents. The Consultant will provide electronic downloads of Project information on completion and Programme information annually and on expiry of the contract to the Council.

Early in the contract the Programme Manager will be required to produce agreed formats for programme paperwork including agendas, notes of meetings, highlight reports, end stage reports, monitoring reports etc. and agree document control procedures with the Council. The Consultant will support the Council in its wish to minimise reliance on paper copies by use of electronic means of communication.

### **4.3 Programme Manager – Schools Planned Works Programme**

4.3.1 Planned Maintenance Works includes a multitude of smaller works ranging from £500 to £400k, including but not limited to :

- Planned Maintenance
- Asbestos risk management
- Legionella management
- Fire safety works
- Disabled access provision
- Small projects

4.3.2 Planned Works projects can be aggregated together with each other and with capital projects for joint procurement and project management to achieve economies of scale and value for money.

4.3.3 The successful tender will provide a named Programme Manager who will perform this role for the duration of the contract. The specification of this role is as per the Programme Manager – Schools Capital Programme set out above, but with the focus on a larger number of smaller projects, mostly planned maintenance. Monitoring and reporting arrangements will be agreed and tailored to suit, and there will be separate meetings in respect of Planned Works for budget monitoring, PMO, PSG and Programme Board.

### **4.4 Project Management**

4.4.1 The Consultant will provide a nominated Project Manager for each project to provide construction project management and contract administration. This will include the following as required.

4.4.2 Manage Stakeholders: Project Managers will identify and co-ordinate the input of all relevant stakeholders into the project, ensuring they are aware of their obligations to meet the programme and project objectives. Project Managers will also facilitate and organise consultations with stakeholders, including children & young people, users and neighbours including devising appropriate means of participation on a project by project basis.

4.4.3 Manage the Brief: Briefs will be developed for all projects and Project Managers must own and fully understand the brief and project objectives set by the Council. They will manage the development of the brief, including distinguishing between essential and desirable features, and manage input into the brief by stakeholders. They will interpret and communicate the brief, which will include where necessary accommodation schedules and room data sheets for accommodation/facilities to be provided.

4.4.4 Manage the Design: The Project manager will commission all necessary design functions through the Consultant's supply chain and where necessary outsource any specialist work to external organisations, all in good time to

meet planning, procurement and construction deadlines. Project Managers will chair and clerking design team meetings with users, and obtaining user and Client sign off to the agreed designs prior to procurement

- 4.4.5 Project Managers will manage and co-ordinate the interfaces between M&E with FF&E and ICT
- 4.4.6 Manage the Programme: Project Managers will take responsibility for and be accountable for overall progress against the agreed programme and initiate corrective action where necessary. They will manage critical and non critical elements using critical path analysis and set project milestones including signing -off key stages such as design. Project Plans must be realistic and achievable by all parties and be monitored against an agreed baseline for each project. Project managers will control this process, ensuring critical supplier lead in time is built into the project plan and identifying and implementing opportunities for advancing the programme. They will also identify and mitigate potential slippage against the programme and ensure the programme is circulated to all relevant parties. This is a Key Performance Indicator for the Consultant.
- 4.4.7 Manage the Budget: Project Managers will ensure that projects are delivered within the agreed budget and this is a Key Performance Indicator for the Consultant. This includes accurate cost planning to set realistic budgets and then robust management of the contract including contingency and PC sums. Project Managers must manage user pressures and expectations on budgets and specifications and avoid scope creep, including robust management of change control. Project managers may be required to negotiate on behalf of the Council with Contractors to ensure value for money for the Council in the cost of the construction work in all of its elements.
- 4.4.8 Manage the Works on Site: Project Managers will chair the pre-contract meetings, site meetings and handover meetings. They must ensure there are sufficient measures in place to safeguard users and other people on site and ensure full compliance and that all necessary statutory consents are in place. Users must be fully informed and involved in the works on their site and the Consultant will ensure there is efficient and effective co-ordination between users and contractors on health & safety and working arrangements..
- 4.4.9 Manage the Contractor: Project Managers will be the first point of contact for the contractor and will manage all interfaces with them on behalf of the Council. This includes issuing instructions, variations and valuations in the recognised contractual form and dealing with any EOT or other claims. Project Managers must ensure full compliance with the Councils' safeguarding requirements including obtaining CRB disclosure numbers and dates for contractors staff, and that the contractor and their sub contractors also comply with the Employers Requirements. There must be timely provision of information to contractors to prevent delays to the programme or claims.
- 4.4.10 Manage Change Control: Project Managers will manage the Change Control process and ensure all change control measures are followed and signed off prior to changes being implemented.

4.4.11 Manage Post Implementation Reviews: After handover Project Managers will facilitate Post Implementation Reviews (PIRs) for all projects in a form to be agreed with the Council. This will include input from the Client, users, contractor and consultant to produce a balanced and consensus view of performance. The Consultant will apply learning points from previous PIRs to future projects.

4.4.12 Procurement:

- Prepare and agree with key Council stakeholders, including the Head of Procurement:
  - Procurement Plan
  - PQQ
  - Full set of ITT documents
- Together with appropriate evaluation tools, all in accordance with the Councils' standard documentation and practice, unless otherwise agreed with the Head of Procurement.
- Take lead role in evaluation of PQQs and tenders as part of stakeholder team, including debriefing unsuccessful applicants/tenderers, in liaison with the Head of Procurement.
- Draft Tender List Recommendation Report on completion of PQQ evaluation and Tender Award Report on conclusion of tender evaluation.
- Ensure full compliance at all times with:
  - the Councils' Contract Standing Orders
  - the Councils' Procurement Manual
  - Public Contracts Regulations
  - the Councils' Capital Construction Category Strategy
- Advise the Council on the most appropriate procurement route for each project, including ICT and FF&E sub-projects, taking full account of the above, especially the Category Strategy e.g. use of frameworks, OJEU, aggregation etc of individual projects etc
- Advising on and preparing appropriate forms of contract including where appropriate design & build to meet the needs and scale of the particular project
- Advising on the future development of the Councils' Capital Construction Category Strategy
- Contract Management of the Councils' construction framework, including performance reporting and monitoring/management.
- Develop construction cost benchmarks in accordance with the Councils' Category Strategy to demonstrate continual downward pressure on building costs for Council projects.

- 4.4.13 Environmental Management: Project Managers will ensure that strategic sustainability objectives and targets are met where these form part of programmes or projects. They will facilitate BREEAM assessments and manage the design to attain BREEAM objectives where required. Consideration will also be given to energy issues in regard to projects including whole life costings on M&E plant & equipment. There must be an effective link between projects and Planned Works to identify opportunities for energy enhancements and joint procurement/contracting. The Project manager will work with the Borough Energy Manager to identify where and how energy management aspects can be included in the scope and design of projects and in managing involvement of utility companies in projects. Where a commitment is made to sustainability objectives these must be followed through in the design, construction and ongoing (whole life) use and maintenance of the building and facilities. The Project Manager will also be aware of and tie projects into the Councils' existing policies and plans for environmental management and climate change. Any sustainability targets must be SMART and consistent with best practice, including consideration of options for renewables.
- 4.4.14 Managing Risk: Project Managers will manage the risks at Project level and report these up to the Programme Manager. Initially the Consultant will need to review the existing Programme and Project Risk Registers and agree the ongoing format of these with the Council. Project Managers will then maintain and regularly update Project Risk Registers risk registers monthly on an ongoing basis. This will include co-ordinating the input of all relevant stakeholders into the risk register, including facilitating risk workshops as required. Having identified project risks, Project Managers will seek avoidance of risk wherever this can be reasonably achieved. Risks will be transfer risks where it is reasonable to do so, but where risks cannot be avoided or transferred, Project managers will identify and implement mitigation measures to reduce risks. Risk registers will be circulated to all relevant parties. Project managers will also develop contingency plans where risks are high to ensure that the Councils' outcomes can be achieved.
- 4.4.15 Managing External Service Providers, e.g. Utility companies. Project Managers will identify in good time any works that needs to be commissioned from external organisations, and advise/assist the Council to procure through the Consultant's supply chain or via external service providers. They will then instruct and manage external service providers to achieve desired outcomes.
- 4.4.16 Managing Change: This is an essential and important part of the role of the Project manager. The Consultant will propose, agree, implement and managing a robust change management system to avoid scope creep and unauthorised increases in project costs. Initially this will involve reviewing the existing Change Control procedures and forms and agreeing any changes with the Council. The agreed Change Control process will include written change orders for signature by the Council. Project Managers will work to minimize changes which impact on the programme or budget, particularly after designs have been signed off e.g. design freeze. They must fully assess the impact of potential changes in terms of cost, programme and quality/outcomes

before they are enacted, and ensure that change control measures are not implemented until they are signed off by the Council.

- 4.4.17 Managing Commissioning and Occupation of Buildings and Facilities: Project Managers will plan and co-ordinate suitable procedures for commissioning and occupying new/refurbished buildings and facilities. They will prepare and agree a clear responsibility matrix for each project with an implementation plan setting out individual's roles, responsibilities and targets for all persons/organisations involved. They will then co-ordinate the work of those individuals named in the plan, including users, site managers, contractors, suppliers and Council officers, ensuring that targets are met. Part of commissioning is ensure there are suitable and sufficient arrangements for ongoing maintenance of installed plant & equipment, and Project Managers will ensure that maintenance/service agreements are procured via the installers for the initial warranty period, after which the equipment will be brought into the normal maintenance regimes in operation. Project Managers must ensure there is comprehensive training and Operation and Maintenance manuals for buildings, facilities, FF&E, ICT etc for site management staff and users. They will ensure that any defects are identified and resolved by the contractors/suppliers. Appropriate security measures must be put in place during commissioning periods, including where necessary setting/un-setting alarms, locking up/unlocking, management of keys, access control, CCTV etc as required.
- 4.4.18 Managing Schools: Project managers will be required to be fully engaged with Headteachers, school managers and Governing Bodies to ensure that the Councils' key objectives are met. Ensuring the Headteacher is fully involved in all aspects of projects is key to this outcome and there must be close consultation on proposals/projects from the outset. The Project Manager will facilitate this and ensure that Headteachers and Governing Bodies sign off project proposals at key stages including Master plan/options, project designs and on handover. Decant arrangements where necessary require particular care and attention to ensure that children and young people are not housed in sub standard accommodation. Project Managers will also assist schools to ensure appropriate participation by their own stakeholders in projects at design and construction stages including the student body, parents and staff. Schools must be guided on how to ensure there is appropriate awareness by children & young people of building site health & safety, and particularly with younger children. The Consultant will help to facilitate this by providing information, ensuring effective liaison with contractors and attending meetings/assemblies at schools as required. Project and Programme Managers will be required occasionally to attend evening meetings of school Governing Bodies to make reports/presentations as required.

#### **4.5 ICT in Support of School Capital Projects**

- 4.5.1 The Consultant's role will be to help match current technological capability with pedagogical necessity, coupled with sound practical and financial advice.
- 4.5.2 The Consultant will bring an independent, impartial and objective perspective to the key issues in this project, as well as direct experience of working with

most of the mainstream educational ICT Suppliers in various different contexts.

4.5.3 The Consultant will have strong technical ICT knowledge which underpins the ICT work in Schools and allows us to fully contribute to cost and feasibility issues, allowing us to inform the development of the new school such that ICT is well designed and integrated into the building fabric.

#### 4.5.4 General tasks

- Initiate and maintain liaison with all stakeholders, ensuring they are kept fully informed on the progress of the ICT Programme.
- Attend meetings called by the Council, School Management Team and Design Team to progress any aspect of the ICT Programme.
- Provide information as requested by the Head of ICT, CYP&L or School Management Team.
- Obtain information on and become familiar with any School procedures and standards applicable and adhere to these in carrying out any services.
- Adhere to the requirements of any change control procedures developed by the Project Manager.
- Regularly present for review during each stage, and report any changes which may affect costs to the Project Manager for processing under the change management procedures.
- Prepare cost estimates and programmes of work, ensuring overall integration with the project cost plan.

#### 4.5.5 Functional Specification

- Prepare and develop a Full Functional ICT Specification for each project. This will address learning spaces, department, faculty and whole school functionality. The Full Functional ICT Specification does not pertain to technical infrastructure. Development activities will include but not be limited to:
  - Attendance at meetings and workshops;
  - Drafting documents and papers;
  - Undertaking reviews of third party best practice and literature;
  - Managing any acceptance and/or sign-off procedures;
  - Address issues surrounding: Individual teaching, management and administration;
  - Clearly defining how ICT will support the delivery of the School's vision;
  - Defining how ICT will support the School's specialism(s);

- Provide technical input to the Council & School ICT representatives, ensuring the technical feasibility and affordability of the proposed ICT solution(s).

#### 4.5.6 Cost Estimates

- Prepare ICT cost estimates and programmes of work, ensuring tight integration with the overall Project Plans and Cost Plans.
- The main cost headings would be as follows:
  - Infrastructure
  - Storage and Services
  - Software
  - Hardware and other Customer Devices
  - Audio Visual
  - Telephone system
  - Services
  - Managed Services - Revenue Costs
  - Incoming Services
  - MIS

#### 4.5.7 Construction Technical Specification

- Develop the Full Functional Specification into a Technical Specification for Inclusion in the Main Contractor's Tender Documentation. This would include:
- Structured Cabling, to include:
  - A full Structured Cabling Specification and installation requirements
  - An RJ45 room schedule
  - Integration of data and standard power requirements into the electrical drawings (CAD by others)
  - Due diligence on server room and distribution room(s) location and size
  - Capacity for future developments in ICT use in Education
- AV, to include:
  - A full AV Systems and Performance Specification including installation
  - requirements
  - An AV room schedule
  - Integration of AV and specialist containment requirements into M&E and FF&E drawings (CAD by others)

- Communication System(s):
  - The Consultant will advise on different solutions to meet the School's current and future requirements for internal and external communications, including phone, e-mail and video conferencing.
- Building Impact:
  - Building Impact includes the ongoing development of building integration information to allow for accurate building costs and ongoing information flow.
  - Specialist power requirements (equipment and data RACK requirements, etc)
  - Equipment housing requirements, including ducting, etc
  - Specialist equipment containment and fixing requirements (interactive whiteboards, plasma screens, wireless technology, etc)
  - Ongoing information feed to the Project Team and construction partners
  - ICT layout planning
  - Smart technologies coexistence (BMS links)

#### 4.5.8 Equipment Technical Specification

- Work closely with all stakeholders to explore all areas of the design, and ensure that the School understand the options proposed, understand the reasons behind the proposal, and agree with the design philosophy.
- Undertake Main LAN Design.
- Determine the physical attributes of the network
- Establish numbers of Council devices in each teaching and administration area (update from Functional Specification). This would include:
  - Standard equipment available to each member of staff in each learning area
  - Specialist requirements in each area/department
  - Communication requirements
  - Principles for the deployment of shared resources such as printers, scanners, photocopiers and MFDs
  - Voice requirements (update from Functional Specification)
  - Flexibility options such as wireless and portable technologies (updated from functionality)
  - Access and security policies and solutions.
- Develop Technical Specifications can then be developed for the overall ICT solution
- Outline the services required to manage the ICT solution in a structured manner.

- Advise and make recommendations on legacy equipment.
- Give advice on lifecycle costs of ICT Equipment to be purchased including total ownership costs.
- Experience has shown that developing and agreeing performance specifications rather than specific makes/models of ICT can be a more effective approach. This method has contributed to significant savings by focussing the users on what they need to deliver the project outcomes rather than what they want to spend to the budget limit.

#### 4.5.9 Manage procurement of ICT including:

- Break the ICT schedule down into appropriate lots
- Advise on the most advantageous and suitable procurement routes
- Aggregate procurements across multiple projects where appropriate
- Use approved frameworks where this is appropriate
- Seeking out suitable suppliers and shortlist where necessary
- Draft procurement plans for individual contracts >£100k
- Draw up tender lists for individual lots including advertising on SEBP or OJEU and prequalification of suppliers as appropriate
- Ensure ICT suppliers have appropriate insurance in place
- Obtain quotations/tenders and undertake evaluation with the Council. Issue tender reports.
- Draft award of contract reports for contracts >£100k
- Arrange for appropriate contracts and/or purchase orders to be raised by the Council
- Administer the contracts on behalf of the Council
- Carry out all tasks in accordance with the Councils' Contract Standing Orders, Procurement Manual and the Public Contract Regulations
- Procure appropriate warranties applicable to the items in question and proposed use.
- Consult with the Councils' Corporate Procurement Team at all stages, as required

#### 4.5.10 Implementation

- Oversee implementation and be responsible for the conformance of ICT Installation to the project plans, standards and working practices laid down in the Technical and Functional Specification documents.
- Produce an implementation programme and agree with all parties.
- On Fortnightly intervals hold key review update meetings with Customer, Project Manager and ICT Supplier to identify any issues that require resolution and to report against the agreed programme.

- Manage the acceptance testing process.
- As each stage reaches completion, draw up a full snagging list and monitor against the progress of the snagging.
- Once snagging has been completed, deliver all documentation into system documentation.
- Assist the School in identifying the required training requirements of the staff on the new ICT systems.
- Advise the School and existing ICT Support function on the staffing competencies required to support the technical infrastructure.

#### **4.6 FF&E in Support of Capital Projects**

- 4.6.1 The Consultant will manage and co-ordinate the Furniture, Fittings and Equipment (FF&E) associated with capital projects on budget and on programme. The Consultant will appoint single individual to be the point of contact for all FF&E issues across all projects and they will lead on this work stream for the whole programme.
- 4.6.2 Managing the stakeholders is a key requirement and the Consultant will be required to establish clear lines of responsibility from the outset between the FF&E consultant, the contractor, FF&E suppliers, the Council and the users by way of a Responsibility Matrix. All involved must be clear about the scope of the project – what is included and what is not, what they are required to do and by when, and the Consultant will manage this.
- 4.6.3 The Consultant will manage users by working to a single point of contact in each establishment, agreeing clear lines of communication and holding and minute face to face meetings with users. Engagement must be efficient and effective to ensure the FF&E to be provided is consistent with service delivery e.g. a concept that supports particular teaching styles for schools. The Consultant will obtain written sign-offs at key stages from users including:
- Responsibility matrix
  - Scope of work
  - Room data sheets & layouts
  - FF&E schedules
  - Product books
  - FF&E programme
- 4.6.4 The programme for FF&E must be aligned to the master programme for the project and there must be effective co-ordination between FF&E and the main project manager.
- 4.6.5 The Consultant will manage the specification of FF&E, and developing and agreeing performance specifications rather than specific makes/models of

FF&E can be a more effective approach. This method has contributed to significant savings by focussing the users on what they need to deliver the project outcomes rather than what they want to spend to the budget limit. This approach requires greater management and input from the FF&E Consultant to inform and manage users' expectations. The Consultant will be clear about which approach they are proposing to adopt, put place appropriate management resources and provide estimates of any budget savings that might be accrued. All FF&E specified must be suitable, functional, of sufficient quality, fit for purpose and comply with the relevant BS and IE standards, and specifications for FF&E must be signed off by the users prior to procurement. The Consultant must work with each establishment to develop a solution that meets their service needs, whilst optimising value for money for the Council. This will require a process which allows each establishment an element of choice e.g. such that the FF&E matches existing. The outcome of specification will be a Product Book of standard items that users can select from, including large items plus approved supplier catalogues for sundry items. Where FF&E includes elements of ICT e.g. wire managed desks, the design solution must cater for the all the proposed ICT equipment, containment and any power/ data termination and fly leads

- 4.6.6 The FF&E Consultant will draft and maintain a master FF&E Schedule of all items to be provided whether loose or fixed. Undertake ongoing update and financial / cost reconciliation of the Schedule in a timely manner.
- 4.6.7 Room layouts and room data sheets to be created for all rooms included within the scope, demonstrating what FF&E and ICT is required including fixed and loose items, and how this can be set out and proving the functionality of the room. Ensure these are signed off by the users.
- 4.6.8 The Consultant will manage procurement of FF&E on behalf of the Council, including breaking the FF&E schedule down into appropriate lots e.g. white goods, desks & tables, audio visual etc and advising on the most advantageous and suitable procurement routes. Aggregation of FF&E procurement across multiple projects will be followed where appropriate. The Consultant will draft Procurement Plans for any FF&E contracts >£400k in collaboration with Council officers. FF&E procurement will use approved frameworks where this is appropriate, and/or seeking out suitable suppliers where necessary, drawing up tender lists for individual lots including advertising on SEBP or OJEU and prequalification of suppliers as appropriate. All FF&E suppliers must have appropriate insurances in place and the Consultant will also obtain and evaluate quotations/tenders and issue tender reports for awards of contract. FF&E will be ordered by way of formal contracts or purchase orders and the Consultant will arrange for these to be raised by the Council. The Consultant will then administer FF&E the contracts on behalf of the Council. All procurement must in accordance with the Councils' Contract Standing Orders, Procurement Manual and the Public Contract Regulations. The Consultant will procure appropriate warranties applicable to the items in question and proposed use, and all of the above will be in consultation with the Councils' Corporate Procurement Team.

- 4.6.9 The Consultant will ensure that the FF+E work stream is fully integrated into the overall project delivery, including design co-ordination with M&E, ICT and building works, including provision of service connections. This includes convening and chairing Co-ordination Meetings with relevant parties and Project Planning. The Consultant will also manage any interdependencies between the different responsible persons in each project and across projects, for example where FF&E is being procured from the same supplier in respect of multiple projects.
- 4.6.10 The Consultant will also manage the delivery of the FF&E including drafting and maintaining programmes (dates and times) for deliveries with suppliers and building users. Deliveries must include adequate arrangements for health & safety from the vehicle arriving on site through to placement of individual items in accordance with the agreed room layouts. The Consultant will also ensure that FF&E is fully assembled, set up and operational, including testing and removal of all packaging and waste from site. Where necessary removal contractors will be used to help users move and pack items e.g. in a decant situation or where there are legacy items to be relocated. Where necessary early access agreements should be agreed with main contractors and the Consultant will negotiate/arrange these. There must always be an on site presence to receive FF&E, to physically check and record that each item on the FF&E schedule has been delivered and to sign delivery notes on behalf of the Council. The outcome of this will be an inventory of FF&E items delivered to each site to be provided by the Consultant to the users. Users must also be provided with O&M Manuals, warranties and training re ongoing maintenance of any FF&E provided. The Consultant will also manage repair/replacement any broken, damaged or missing items. During deliveries the Consultant will ensure there are suitable and sufficient measures in place to prevent damage to buildings from FF&E deliveries including physical protection and management arrangements as appropriate. The Consultant will hold suppliers liable for any damages they may cause and pursue compensation claims on behalf of the Council.
- 4.6.11 In respect of any legacy FF&E to be retained, the Consultant will draw up lists of items and inspect them to ensure they are in serviceable condition. The M&E and building integration will be as for new FF&E, and the Consultant will also manage removals, temporary storage if required and re-siting of legacy kit, and where necessary arrange for clearance/disposal of unwanted items of FF&E as required.
- 4.6.12 The Consultant will manage the budget for FF&E including drafting and maintaining cost schedules for each establishment summarising costs against budgets to feed into cost plans/reports. They will certify invoices for payment where goods have been received, and maintain a Master Schedule to reconcile and illustrate forecast vs actual expenditure.
- 4.6.13 There will be a risk register for the FF&E work stream for each project, with a programme summary of all FF&E risks provided by the Consultant.

## 4.7 Building Surveys

4.7.1 Provide suitable expertise to undertake the following types of survey:

- The following surveys to be compatible to be uploaded directly onto the Councils asset management database which is AMP Online provided by Frontline Data. For details of the Frontline database contact Frontline on 02073 540919.
  - Condition (general building and M&E), in accordance with DfEE document 0-097/2000, Asset Management Plans - Section 3: Condition Assessment
  - Suitability, to benchmark accommodation standards against appropriate design guidance, e.g. DfE School Building Bulletins.
  - Disabled access audits, against either current standards or other historical standards as may be deemed appropriate.
  - Fire risk assessments.
  - Asbestos Management Surveys
  - Legionella risk assessments and schemes of prevention
- Other surveys as required, including
  - ,Asbestos Demolition and Refurbishment Surveys
  - .Site investigations, including but not limited to level surveys, sub-soil investigations, contaminated ground assessments, flood risk assessments and archaeological reports.
  - Drainage.
  - Ecological and arboricultural reports to support planning applications

## 4.8 Design Services/Professional Advice

4.8.1 The Consultant will manage and direct the design process; ensuring different designers are working together in a co-ordinated way. All designs must meet the project objectives and stakeholder needs. Where required the Consultant will facilitate the CABE or equivalent Design Quality Indicator process. Designs must be signed off by the Client at each key stage before they are taken forward for procurement/instruction.

4.8.2 Provide project design services in accordance with stages A to L of the RIBA Plan of Work including:

- Attend, chair and minute meetings with the Council to agree the client requirement for the proposed scheme.
- Create and agree a project plan for providing contract administration during construction and post construction phases of the project.

- Commission demolition and refurbishment asbestos surveys where required.
- Verify and update floor plans issued by the Council.
- Discuss and agree the Council requirements.
- Prepare specification and drawings.
- Prepare tender documentation and issue the Council with up to 6 sets of the tender package.
- Evaluate tenders, prepare a tender report and make recommendations to the Council on the successful Contractor.
- If required undertake a value engineering exercise to ensure that the recommended tender contract sum is within the budget allocation.
- Upon letting the contract, mobilise the project and works team.
- Chair all meetings with the Contractor.
- The Project Leader to act as the Contract Administrator during the construction phase; draw upon the expertise of the multi-discipline design team.
- To provide an appropriate level of site inspector to monitor production, quality and the progress of works during the construction phase.
- To verify the quality of completed work including co-ordinating specialist inspection (services, structures etc.) as necessary.
- To consult with Council representative during the course of works to ensure that the Council is fully informed throughout the project.
- Monitor project delivery and report risks
- Prepare and issue monthly valuations for payments, in accordance with The Local Democracy, Economic Development and Construction Act 2009.
- Produce and issue financial reports and projected final account reports to the Councils' representative.
- Monitor and approve that all snagging works are completed on time during the defect period.
- Check and approve O & M Manuals and as built drawings.
- Prepare and agree the final account.
- Assessing suitability and cost effectiveness of general and structural design changes during the project.
- Advising on the need for further specialist appointments where necessary.
- Auditing contractor's proposals (including design and detailed drawings) to ensure compliance with employer's requirements, town and country planning, building regulations any further criteria imposed upon the project by external organisations.

- Advising the Council on any agreed amendments to the employer's requirements following receipt of contractors' proposals and other relevant inputs.
- Attending site with contractor and assisting in any issues relating to the project.
- Approving/monitoring/commenting, as appropriate, on any contractor's design development.
- Visiting the construction site during the construction phase of the project. (The number of site visits depends on the stage of construction (or as agreed with Council) and may be weekly during initial stages until all superstructure is erected and complete).
- Ensuring that there are regular properly conducted site meetings with a chairman operating to a prescribed agenda and formal minutes.
- Attending all site meetings.
- Generally monitoring the works in terms of quality and progress.
- Assessing legislation compliance and quality of service installations.
- Regularly reporting to Council, in a format agreed with the Council, matters of interest, for example, quality, progress against programme, site organisation and labour employed, including defects and weather stoppages, etc.
- Issuing instructions on behalf of the Council to instigate changes to the design quality or quantity of the works or on any other matter as required by the contract.
- Receiving requests, assessing, preparing, granting and issuing any notice of extension of time.
- Ensuring compliance with all reserved matters contained within Town and Country Planning Certificate.
- Ensuring that adoption procedure is put in hand at appropriate stage and following through to achieve adoption prior to handover and to include for drainage installation.
- Issuing, where applicable, non-completion certificate and advising on the implications of imposition as well as the amount of liquidated and ascertained damages which may be deducted by the Council from any payment certified.
- Ensuring that all required tests are carried out by the contractor and documented proof provided prior to practical completion.
- Issuing certificate of practical completion.
- Preparing snagging lists.
- Arranging and attending pre-handover inspections.
- Ensuring that all snagging items are rectified before inviting Council to receive handover.

- Ensuring the provision of 'as built' information for the Health & safety File is compiled in manual form and supplied to the CDM Coordinator at completion of construction process - user's manual and computer disk.
- Ensuring that all service installations are completed in accordance with original approved design, attending final commissioning and procuring test certificates.
- Arranging and attending handover sessions.
- Receiving health and safety file from CDM Co-ordinator and delivering to Council.
- Ensuring compliance with any insurance requirements.
- Reviewing means of escape as built and ensuring procurement of fire certificate by the contractor.
- Issuing notices of practical completion on Council satisfaction or beneficial occupation, if appropriate.
- Obtaining final clearance certificates from local authority in connection with compliance with building regulations.
- Preparing post-contract schedules of defects after occupation and arranging for rectification by contractor and on completion notifying Council.
- Issuing notices on making good defects at end of defects liability period, examining the rectified works and certifying completion of making good defects, where applicable.
- Dealing with essential items of defect that arise during maintenance periods.
- Resolving any issues concerning latent defects.
- Advising on alternative means of remedying defects.
- Advising on provision of post-handover service relating to ongoing maintenance.
- Advising on contingency planning and business recovery for select buildings, for example, terrorist insurance, bomb threats and construction of communication rooms.

#### 4.8.2 Building Surveying

Provide general building surveying services including, but not limited to, the following:

- Provide advice on planned maintenance.
- Advising on boundary and rights of light disputes and party wall procedures and legislation.
- Building defect surveys analysis and reports.
- Advising on the health and safety aspects of buildings.

- Assessing and designing buildings to meet the needs of people with disabilities.
- Determining the condition of existing buildings, identifying and analysing defects, including proposals for repair.
- Advising on energy efficiency, environmental impact and sustainable construction.
- Advising on the preservation/conservation of historic buildings.
- Advising on management and supervision of maintenance of buildings

#### 4.8.3 Mechanical & Electrical Engineering

Provide advice and design services as required.

#### 4.8.4 Structural Engineering

Provide advice and design services as required.

#### 4.8.5 Clerk of Works

When so directed by the Council, provide a Clerk of Works to supervise on-site activities.

#### 4.8.6 Quantity Surveyor

Provide project cost advice and contract administration, including ensuring the appropriate form of contract is used for each project, including:

- Prepare and issue a pre-budget estimates
- Advise on the implementation of the Construction Act and any other current and future relevant legislation.
- Prepare cost estimates and cost plans where required, including provision of pre-tender estimates.
- Prepare cash flow forecasts and prepare cost reports, ensuring the project budget is not exceeded.
- Provide information to Council in connection with post-tender documentation for lender/funder.
- Agree with contractor cash flow based on stage or periodic payments.
- Attend site with contractor and assisting in any issues relating to the project.
- Drafting letters of intent where appropriate.
- Check contract documents are in accordance with the contract.
- Assess compliance with contract conditions by contractor.

- Prepare monthly cont reports, budget trackers and cash flow summaries including forecasts and monitoring the spend rate against the projected cash flow, including carrying out Earned Value Analysis.
- Ensure that there is no adjustment to the contract sum other than as provided in the contract.
- Measure for and agreeing with contractor any variations resulting from changes to the employer's requirements during construction as well as the expenditure of any provisional sums.
- Agree valuation of fluctuations in the cost of labour, plant and materials.
- Address requests from contractors for payment for off-site material.
- Negotiate and agree any loss and expense claims submitted in writing by the contractor.
- Check contractor's valuations for stage or periodic payments and notifying the Council.
- Prepare and issuing financial statements as may be required by the Council.
- Ensure the appropriate VAT is levied in accordance with current legislation.
- Check contractor's final account and issuing final statements.
- Issue all other final statements relating to the final accounts that may be required by the Council.
- On partial possession and/or sectional completion, agreeing value thereof.
- Advise on values for building insurance purposes.
- Advise on insolvency of any party involved with the contract.
- Prepare capital allowances and revenue schedules.
- Procure collateral warranties in favour of the Council, where necessary
- Attend a monthly capital budget monitoring meeting with Council officers to take instructions on new work.

#### 4.8.7 Planning Consultant

Provide expertise to assist with the submission of planning applications and pre-application enquiries including, but not limited to, advice in relation to matters of procedure, resolution of queries and discharging of conditions that may be attached to permissions.

#### 4.8.8 CDM Co-ordinator (CDM-C)

Provide a suitably qualified person to act as CDM-C and fulfil all tasks and duties associated with the role for any and all projects as directed.

#### 4.8.9 Client Design Advisor

Where required e.g. in the event of a Developer Construct of major Design & Build Project to provide multidisciplinary CDA services on behalf of the Council to review and report back on the designs of others, including flagging up issues and risks and making recommendations for changes where appropriate.

#### 4.8.10 BREEAM

Provide advice on meeting the requirements of BREEAM, including a suitably qualified assessor for relevant projects.

#### 4.8.11 Drainage engineers

Provide advice and design services as required.

#### 4.8.12 Employer's Agent

Provide an Employer's Agent where required in accordance with the contract.

#### 4.8.13 Spatial planning

Provide advice and design services as required.

#### 4.8.14 Security

Provide advice and design services as required.

#### 4.8.15 Lifecycle costing

Provide advice and analysis as required.

#### 4.8.16 Landscaping

Provide advice and design services as required.

#### 4.8.17 Highways Engineering

Provide advice and design services as required.

### 4.9 Compliance

#### 4.9.1 Asbestos

- Provide the facility to undertake regular inspection and monitoring of asbestos containing materials, as directed by existing risk management plans, to assist with discharging the Councils' responsibilities for their ongoing management. Include for appropriate record keeping, which will include updating electronic records on the Councils' asset management system.

- Provision of asbestos surveys (see 4.7 above)
- Updating the Council's Type 2 Asbestos Surveys to full Asbestos Management Surveys and Plans for all school and non school buildings (See Annex E for Property List).
- Create and manage a new Asbestos Service to be provided under a Service Level Agreement (SLA) to schools and other Council buildings. The purpose of the SLA will be to help Heads of Establishments to undertake their devolved responsibilities, including:
  - Provision of a Competent Person to advise the Responsible person on site.
  - Advice & guidance on asbestos issues including compliance.
  - Undertaking annual inspections on behalf of establishments of identified asbestos containing materials for condition and updating online records .
  - Provision of Asbestos Works as required as set out below
- Procure and manage for the Council two new ongoing contracts for Asbestos Works to provide:
  - Asbestos Works: including removal and encapsulation
  - Independent Monitoring: including air tests, certification and updating of online records.

#### 4.9.2 Fire Safety

- Provide fire risk assessments and undertake periodic updates of existing fire risk assessments. Include for appropriate record keeping and uploading onto the Councils AMP Online database provided by Frontline Data (0207 3540919).

#### 4.9.3 Legionella

- Provide the facility to undertake regular monitoring visits to record water temperatures and any other relevant information, as directed by existing risk management plans, to assist with discharging the Councils' responsibilities for Legionella management. Include for appropriate record keeping, which will include updating electronic records on the Councils' asset management system.
- Create and manage a new Water Hygiene Service to be provided under a Service Level Agreement (SLA) to schools and other Council buildings to help Heads of Establishments to undertake their devolved responsibilities, including:
  - Provision of a Competent Person to advise the Responsible person on site.
  - Advice & guidance on legionella issues including compliance.
  - Annual testing for water quality and Legionella with a written reports and recommended actions.

- Undertaking monthly temperature monitoring visits on behalf of establishments and updating online records.
- Annual updating of Legionella Risk Assessments & Schemes of Prevention to be uploaded onto the Councils AMP Online database provided by Frontline Data (0207 3540919).

#### **4.10 Contract Administrator/Employers Agent**

- 4.10.1 Create and agree a project plan for providing contract administration during construction and post construction phases of the project.
- 4.10.2 Assessing suitability and cost effectiveness of general and structural design changes during the project.
- 4.10.3 Advising on the implementation of the Construction Act and any other current and future relevant legislation.
- 4.10.4 Advising on the need for further specialist appointments where necessary.
- 4.10.5 Preparing cost estimates where required.
- 4.10.6 Auditing contractor's proposals (including design and detailed drawings) to ensure compliance with employer's requirements, town and country planning, building regulations any further criteria imposed upon the project by external organisations.
- 4.10.7 Preparing cash flow forecasts and working with the Quantity Surveyor in the preparation and production of cost reports, ensuring the project budget is not exceeded.
- 4.10.8 Advising the client on any agreed amendments to the employer's requirements following receipt of contractors' proposals and other relevant inputs.
- 4.10.9 Providing information to client in connection with post-tender documentation for lender/funder.
- 4.10.10 Agreeing with contractor cash flow based on stage or periodic payments.
- 4.10.11 Attending site with contractor and assisting in any issues relating to the project.
- 4.10.12 Drafting letters of intent where appropriate.

- 4.10.13 Checking contract documents are in accordance with the contract.
- 4.10.14 Approving/monitoring/commenting, as appropriate, on contractors' design development.
- 4.10.15 Visiting the construction site during the construction phase of the project. (The number of site visits depends on the stage of construction (or as agreed with client) and may be weekly during initial stages until all superstructure is erected and complete).
- 4.10.16 Ensuring that there are regular properly conducted site meetings with a chairman operating to a prescribed agenda and formal minutes.
- 4.10.17 Attending all site meetings.
- 4.10.18 Generally monitoring the works in terms of quality and progress.
- 4.10.19 Assessing compliance with contract conditions by contractor.
- 4.10.20 Assessing legislation compliance and quality of service installations.
- 4.10.21 Regularly reporting to client, in a format agreed with the client, matters of interest. For example, quality, progress against programme, site organisation and labour employed, including defects and weather stoppages to inclement weather, etc.
- 4.10.22 Preparing monthly cash flow forecasts and monitoring the spend rate against the cash flow forecast, including carrying out Earned Value Analysis.
- 4.10.23 Ensuring that there is no adjustment to the contract sum other than as provided in the contract.
- 4.10.24 Issuing instructions on behalf of the client to instigate changes to the design quality or quantity of the works or on any other matter as required by the contract.
- 4.10.25 Measuring for and agreeing with contractor any variations resulting from changes to the employer's requirements during construction as well as the expenditure of any provisional sums.
- 4.10.26 Agreeing valuation of fluctuations in the cost of labour, plant and materials.
- 4.10.27 Addressing requests from contractors for payment for off-site material.
- 4.10.28 Receiving requests, assessing, preparing, granting and issuing any notice of extension of time.
- 4.10.29 Negotiating and agreeing any loss and expense claims submitted in writing by the contractor.

- 4.10.30 Checking contractor's valuations for stage or periodic payments and notifying the client.
- 4.10.31 Preparing and issuing financial statements as may be required by the client.
- 4.10.32 Ensuring the appropriate VAT is levied in accordance with current legislation.
- 4.10.33 Ensuring compliance with all reserved matters contained within Town and Country Planning Certificate.
- 4.10.34 Ensuring that adoption procedure is put in hand at appropriate stage and following through to achieve adoption prior to handover and to include for drainage installation.
- 4.10.35 Issuing, where applicable, non-completion certificate and advising on the implications of imposition as well as the amount of liquidated damages which may be deducted by the client from any payment certified.
- 4.10.36 Ensuring that all required tests are carried out by the contractor and documented proof provided prior to practical completion.
- 4.10.37 Issuing certificate of practical completion.
- 4.10.38 Checking contractor's final account and issuing final statements.
- 4.10.39 Issuing all other final statements relating to the final accounts that may be required by the client.
- 4.10.40 Preparing snagging lists.
- 4.10.41 Arranging and attending pre-handover inspections.
- 4.10.42 Ensuring that all snagging items are rectified before inviting client to receive handover.
- 4.10.43 Ensuring the provision of 'as built' information for the Health & safety File is compiled in manual form and supplied to the CDM Coordinator at completion of construction process - user's manual and computer disk.
- 4.10.44 Ensuring that all service installations are completed in accordance with original approved design, attending final commissioning and procuring test certificates.
- 4.10.45 Arranging and attending handover sessions.
- 4.10.46 Receiving Health and Safety file from CDM Co-ordinator and delivering to client.
- 4.10.47 On partial possession and/or sectional completion, agreeing value thereof.
- 4.10.48 Ensuring compliance with any insurance requirements.

- 4.10.49 Advising on values for building insurance purposes.
- 4.10.50 Reviewing means of escape as built and ensuring procurement of fire certificate by the contractor.
- 4.10.51 Issuing notices of practical completion on client satisfaction or beneficial occupation, if appropriate.
- 4.10.52 Obtaining final clearance certificates from local authority in connection with compliance with building regulations.
- 4.10.53 Preparing post-contract schedules of defects after occupation and arranging for rectification by contractor and on completion notifying client.
- 4.10.54 Issuing notices on making good defects at end of defects liability period, examining the rectified works and certifying completion of making good defects, where applicable.
- 4.10.55 Dealing with essential items of defect that arise during maintenance periods.
- 4.10.56 Resolving any issues concerning latent defects.
- 4.10.57 Advising on alternative means of remedying defects.
- 4.10.58 Advising on insolvency of any party involved with the contract.
- 4.10.59 Advising on provision of post-handover service relating to ongoing maintenance.
- 4.10.60 Preparing capital allowances and revenue schedules.
- 4.10.61 Working in conjunction with the existing Client Design Advisor and provide advice on design and any special design requirements.
- 4.10.62 Advising on contingency planning and business recovery for select buildings, for example, terrorist insurance, bomb threats and construction of communication rooms.

#### **4.11 Planning for School Places**

- 4.11.1 *In September xxxxx*: Across the Borough 71% of schools were fully subscribed in their intake years, and there were only 41 surplus primary places (2.4%), and 159 surplus secondary places (11.9%) available.
- 4.11.2 *School Places Plan (SPP)*: Is the key tool for managing the supply of school places, which is published annually on the Councils' website <http://www.bracknell-forest.gov.uk/school-places-plan-2012-to-xxxxx.pdf>  
The SPP captures key data inputs including housing, demographics and school capacity and the Consultant will undertake this works and provide the

key Pupil Forecast tables which are set out in landscape format in the document:

- a. pupil data and statistics
- b. estimates of future housing growth
- c. forecasts of pupil numbers for the next five, ten and fifteen years

4.11.3 *The Pupil Place Planning Board:* The SPP is produced and managed by the Pupil Place Planning Board, the membership of which includes key senior officers and the Executive Member for Children, Young People & Learning. It meets quarterly to review and monitor issues relating to production of the SPP, school organisation and planning for school places in Bracknell Forest. The Consultant will be expected to attend and report to this Board on key matters of planning for school places.

4.11.4 Undertake curriculum analyses of secondary schools where required to support master planning for school expansions. Agreeing and signing these off with schools.

4.11.5 Update the Councils' CAD floor plans of schools as required in accordance with the Councils' CAD Manual to accurately reflect the current room layout and room usage. Agreeing and signing these off with schools.

4.11.6 Undertake Net Capacity Assessments of schools as required in the DfE approved format. Agreeing and signing these off with schools. Uploading these onto the Councils' property database.

4.11.7 Undertake gap analyses as required comparing curriculum analyses/Building Bulletins/design guidance with existing accommodation. Identifying accommodation requirements for particular admission numbers to support master planning for school expansions. Agreeing and signing these off with schools.

4.11.8 Draft reports to, update the terms of reference for, and attending the quarterly Pupil Places Planning Project Board.

4.11.9 Provision of quarterly updated five, ten and fifteen year pupil forecasts for each school, including the special school, VA schools and academies, to capture and apply the following data inputs:

- Liaising with Spatial Development and Planning officers to capture the locations, numbers, mix of dwelling types and build programmes for all new housing proposed to be built in the Borough. Breaking these down into individual school DAs and applying pupil yield factors to forecast the numbers of pupils arising from new housing.
- Liaising with the Council Performance Management Team to capture the latest census data, GP birth data, School Capacity Report and pupil yield multipliers for different dwelling types (1 bed, 2 bed, etc).

- Liaising with the Council School Admissions to capture the latest admission numbers in each school.
  - Liaising with the Council Admissions & Property Team to capture the current and projected net capacity data, for schools.
- 4.11.10 Ensuring pupil forecasts are sufficiently robust to justify appropriate S106/Community Infrastructure Levy contributions from developers.
- 4.11.11 Representing the Council in negotiations with developers who may seek to challenge the pupil forecasts with a view to minimising their obligations.
- 4.11.12 Updating the school Capacity Strategy with the quarterly updated forecasts.
- 4.11.13 Working with the Council Head of Property & Admissions to identify and evaluate where and how additional school places should be provided, and where and how surplus places should be removed.
- 4.11.14 Applying risk management and maintaining and updating Risk Registers for the PPPB.

#### **4.12 Safeguarding**

- 4.12.1 The Consultant will support the Council in its duty to safeguard by managing CRB checks for its own staff, including:
- Ensuring that all staff in their employment and in their supply chain that may visit schools or sites where there are children, young people or vulnerable adults are the subject of Enhanced CRB checks.
  - Providing details of staff names, Enhanced CRB check dates and disclosure numbers to the Council in a timely manner and ensuring these are kept updated for staff turnover and for new staff for the duration of the contract.
  - Individual Enhanced CRB checks to be renewed on a 3 yearly basis.
- 4.12.2 The Consultant will also ensure that adequate safeguarding measures are in place and managed in respect of all of the third party consultants, suppliers, contractors and sub contractors in the project by:
- Assisting the responsible person on site (Headteacher/Head of Establishment) to understand the works and to assess the safeguarding risks associated with them. To agree with them suitable safeguarding measures before the start on site.
  - The safeguarding measures to be employed will be specific to the individual sites and projects, but on sites where there are children, young people or vulnerable adults these will include the following:

- There will be no engagement with or unsupervised access to children, young people or vulnerable adults without prior approval of the Headteacher/Head of Establishment.
- All personnel visiting site will receive training including on appropriate behaviour, and be expected to behave accordingly.
- Any and all safeguarding incidents will be immediately reported to the Headteacher/Head of Establishment and the Council.
- Ensuring that all safeguarding incidents are fully investigated and reported on.
- Any breaches in agreed safeguarding measures will be dealt with swiftly and severely including individuals being removed from site where necessary.
- Ensuring that the risks, assessment and agreed safeguarding measures are fully documented/minuted, and that this information is circulated and effectively communicated to all those who are involved before the start on site.
- Where the risk assessment dictates this, to ensure that relevant individuals in the employment of all contractors, sub contractors, consultants and suppliers who visit site are subject of Enhanced CRB checks.
- To collate and provide details of all individuals who are subject of Enhanced CRB checks to the Council including names, disclosure dates and disclosure numbers in a timely manner, and ensuring these are kept updated for staff turnover and for new staff for the duration of the project.
- Individual Enhanced CRB checks to be renewed on a 3 yearly basis.
- Managing contractors, sub contractors, consultants and suppliers to ensure that they fully implement and comply with the agreed safeguarding measures for the duration of the project.

## **5 Performance**

### **5.1 Performance Management:**

- 5.1.1 The Consultant shall agree detailed Key Performance Indicators (KPIs) with the Council, which will be used to determine extensions to the contract term in accordance with the Terms and Conditions. The Consultant shall report monthly to the Council on all KPIs and such other progress reports as deemed appropriate by the Council, which will be discussed at monthly Programme Steering Group meetings and quarterly Programme Board meetings.
- 5.1.2 The Consultant shall attend monthly Programme Steering Group and quarterly Programme Board meetings at an appropriate level, as agreed with the Council.
- 5.1.3 All reports for the above scheduled meetings shall be provided in electronic or hard copy form (as required by the Council) at least one week before the date of the meeting.

**5.2 Co-ordinating Project Assurance Feedback to include in particular, but not exclusively:**

- 5.2.1 Agree with the Council and incorporate project assurance procedures to assure the overall direction and integrity of the project within the program
- 5.2.2 Delegate appropriate project assurance roles throughout the programme
- 5.2.3 Co-ordinate the project assurance feedback to the Council

## Annex A ICT Security Policy

The Consultant shall comply with the following:

1. All access to ICT systems will be managed on a “need to access” basis and data made available on “need to know” principles.
2. Where systems are being used which contain data of a business sensitive or personal sensitive nature, the Desktop PC/Laptop password screensaver facility should be activated with an elapse time appropriate to the sensitivity of the data.
3. Passwords are the prime means by which a user’s access to ICT systems is validated, and all users should adhere to the following principles:-
  - (i) passwords are strictly allocated on an individual basis to achieve accountability. They should be chosen to be obscure and a minimum of seven characters in length.
  - (ii) all passwords must be kept confidential and not disclosed to another person or written down where they may be easily visible to others.
  - (iii) passwords should be changed regularly and immediately, if you suspect it has been advertently disclosed to others.

### 4. **Security of Data**

Consultants who are issued with portable equipment such as Laptops or mobile phones must take sensible precautions to prevent loss or misuse.

#### General

- (i) ensure access is password protected
- (ii) ensure the latest version of anti-virus software is installed on home based PC’s and Laptops
- (iii) ensure you report a theft or misuse immediately

#### While in the Office:

- (i) ensure that equipment is securely stored when left unattended
- (ii) close down your Laptop when left unattended for a significant time
- (iii) be mindful of security in areas where external people are present

#### Outside the Office & Whilst Training

- (i) do not leave equipment unattended in public places. If in a hotel use their secure areas if available

- 
- (ii) when travelling try to make equipment inconspicuous and do not leave unattended. If travelling by air Laptops should be carried as hand luggage to avoid damage or loss
  - (iii) during car journeys lock equipment in the boot
  - (iv) do not hold secure/sensitive data on the hard disc of a laptop due to the vulnerability to theft
5. Consultants, in the course of their work for the Council, may have access to personal information relating to individuals. You are reminded that all personal information must be treated in a discreet and confidential manner and should not under any circumstances be disclosed to anyone outside the Council
6. Consultants note that information about ICT security can also be found in the ICT Best Practice Policy on BFNet