

3.0 Accommodation Analysis

3.2 Proposed Accommodation Schedule Analysis

An exercise was conducted to compare the current accommodation schedule to the Building Bulletin 103. This indicates that the school floor area and accommodation is generally in accordance with BB103, with the exception of the hall, which is circa 30sqm smaller than the recommendation. In addition to the modular replacement, it is proposed for the school to have:

- A small hygiene room
- A 12sqm group room

3.3 External Play

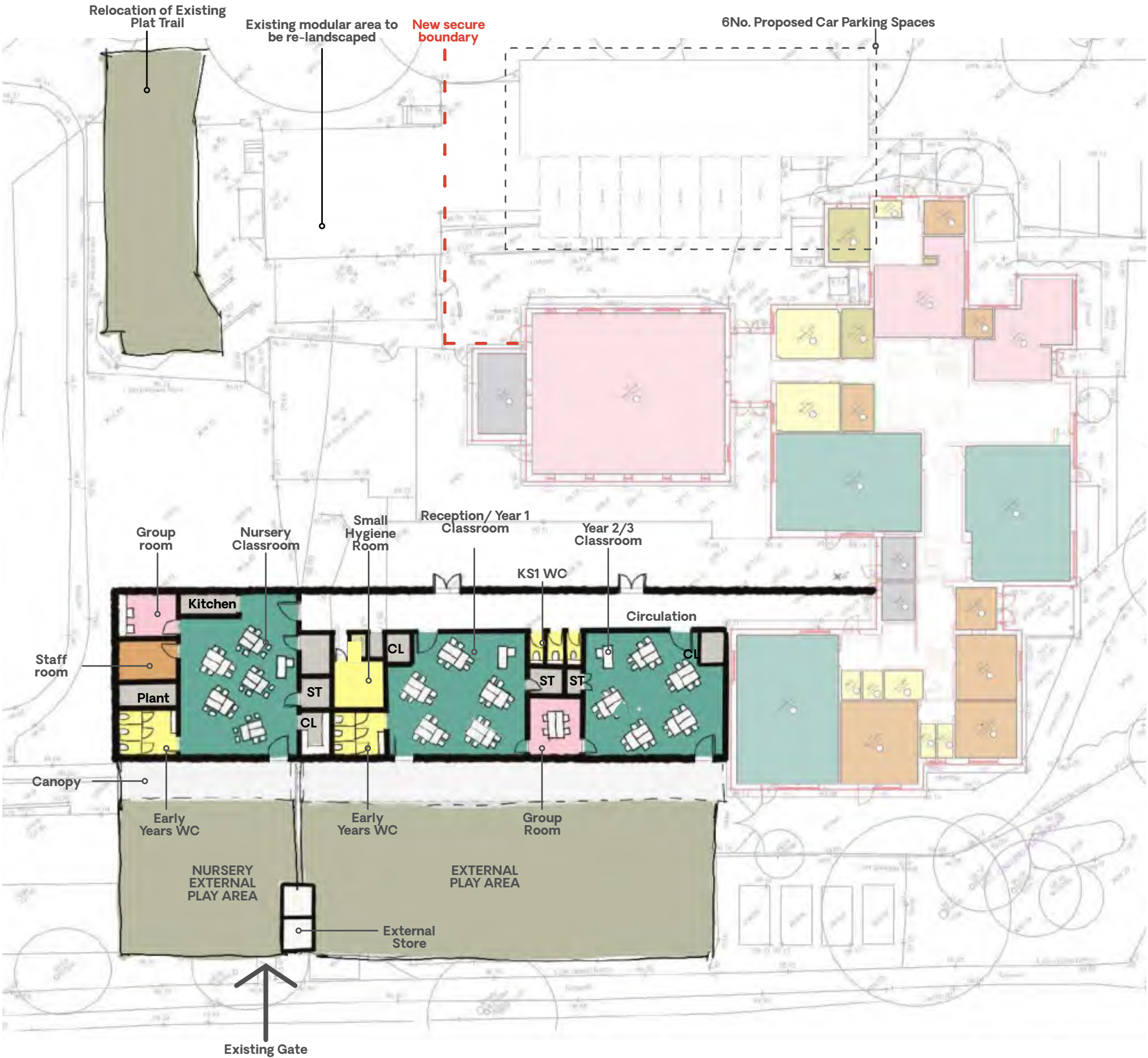
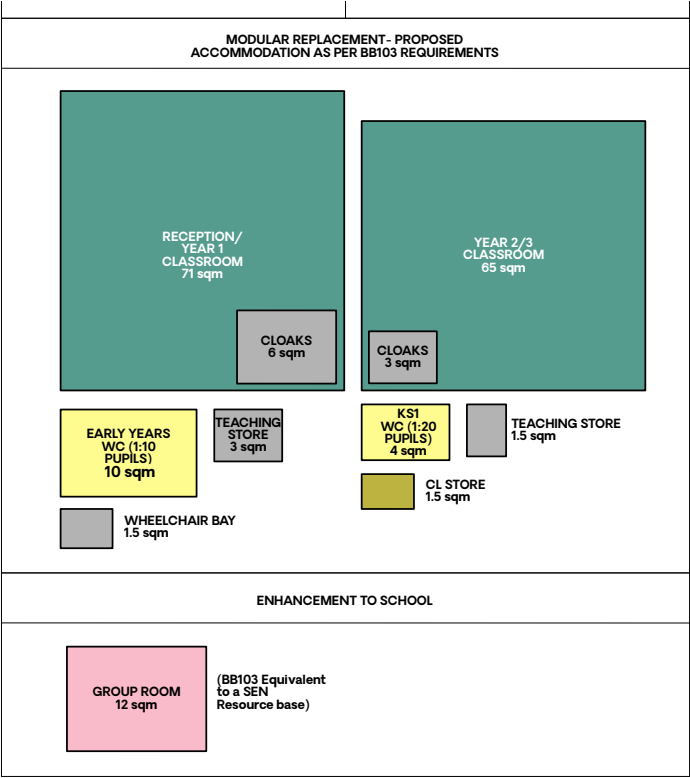
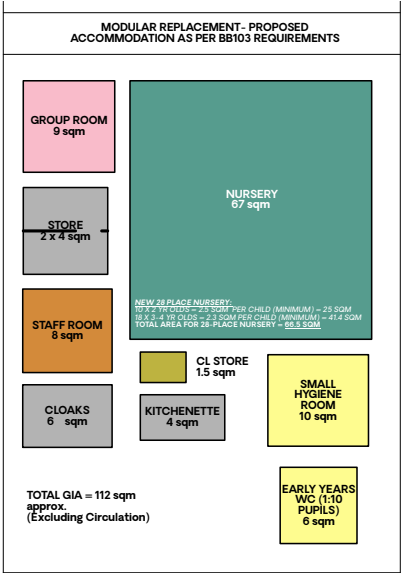
With reference from BB103, an external play area calculation was conducted to ensure that, despite the proposed extension, there is enough external play for the whole school.

		BASE AREA	NURSERY	5-11 Primary required (BB103)	TOTAL
External Areas					
pupil numbers			28	150	178
Soft outdoor PE			0	3000	3000
Hard outdoor PE		400	0	625	625
Soft Play (informal & social)		600	56	900	956
Hard Play (informal & social)		200	28	350	378
Habitat		0	0	75	75
Float		600	56	1350	1406
Carpark and hard surface		-	-	-	-
TOTAL			140	6300	6440
Minimum site areas (Primary)					
Total net site areas		(2000+32*n)			7760
likely site area : from		(2200+36*n)			8480
to		(2500+40*n)			9700
Existing Site Area: 10193.4 sqm					10193.4



4.0 Proposed Site Plan

The school extension will be directly adjacent to the year 5/6 classroom. Reception/ Year 1 and Year 2/3 will be in closer proximity to the main school building due to existing adjacencies. The nursery provision will be accessed from the existing gate that has direct access onto the public footpath. This enables the nursery to be independent of the school routine, especially with mid day drop offs. Whilst no additional parking spaces are required as this is not a school expansion, 6 additional bays have been included. These can be accommodated on site without impacting play space.



4.0 Proposed Site Plan

Planning Application - PL/2024/03115

A planning application has been submitted March 2024 in regards to land adjacent of Hullavington School. This application consists of 71 residential units including a community car park and land reserved for a school extension, as per the Hullavington Town Plan 2016-2026 set in.

The reserved land measures approximately 2000sqm.



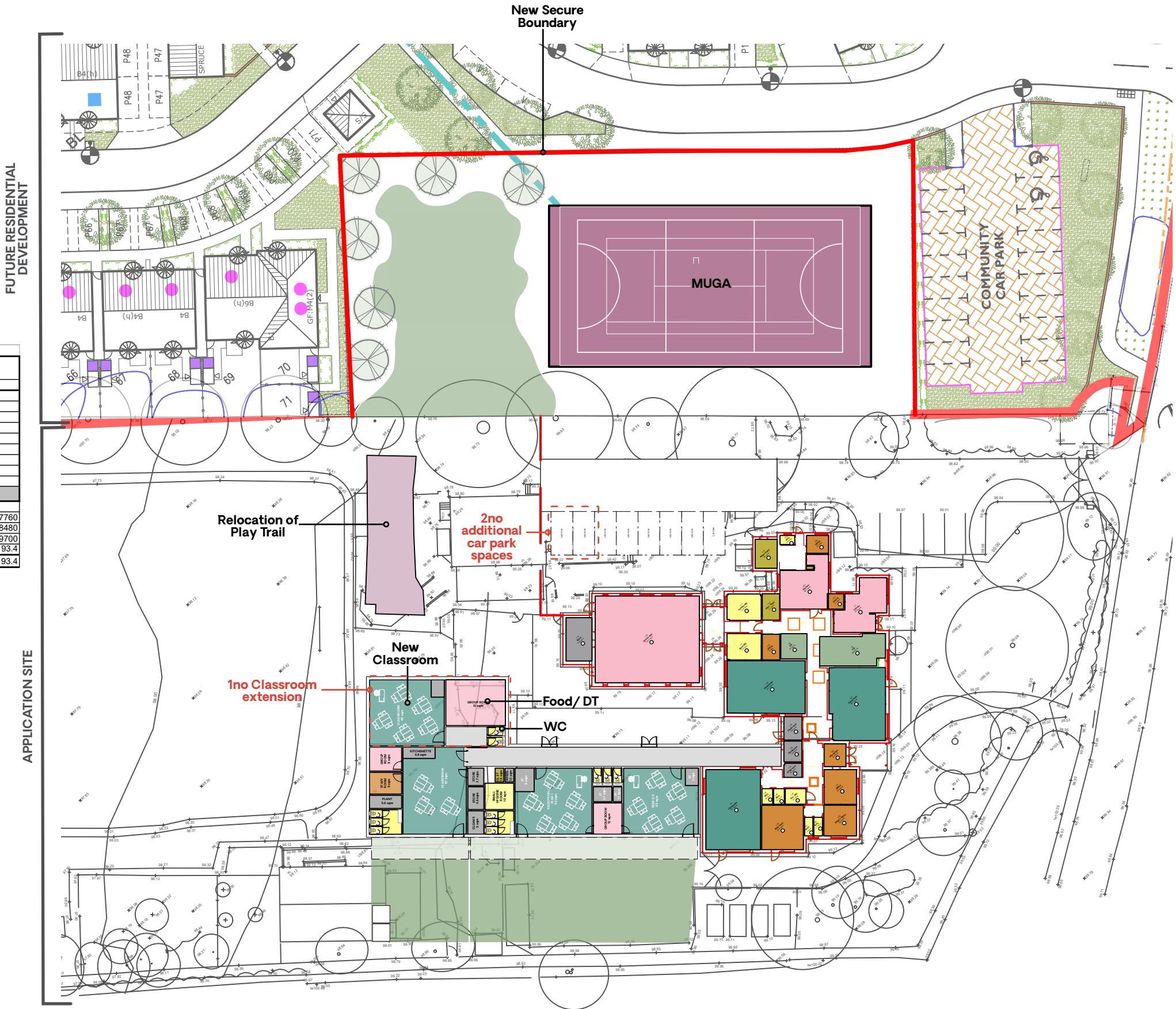
4.0 Proposed Site Plan

Future Development Plan Option 1

The school development plan will include the addition of an extra teaching classroom and an extra room for specialised learning (e.g. Food technology/ Design & Technology) as per the BB103 recommendation. Due to an increase in staff, an additional 2no car parking spaces will be provided within the school site, with a new total of 14no car parking spaces.

The land reserved for Hullavington school measures to 2000sqm; one half is to be used as an external play extension for the school, due to the land lost for the 1no classroom extension. The new school boundary will follow onto the end of the parcel of land to highlight new ownership. The other half could be hardplay or a multi-use games area (MUGA) that could include community use.

	BASE AREA	Nursery	5-11 Primary required (BB103)	TOTAL
External Areas				
pupil numbers		28	180	208
Soft outdoor PE		0	3600	3600
Hard outdoor PE	400	0	670	670
Soft Play (informal & social)	600	56	960	1016
Hard Play (informal & social)	200	28	380	408
Habitat	0	0	90	90
Float	600	56	1500	1556
Carpark and hard surface	-	-	-	-
TOTAL		140	7200	7340
Minimum site areas (Primary)				
Total net site areas	(2000+32*n)			7760
likely site area : from	(2200+36*n)			8480
to	(2500+40*n)			9700
Existing Site Area				10193.4
Proposed Site Area (i.e.with Land reservation)				12193.4

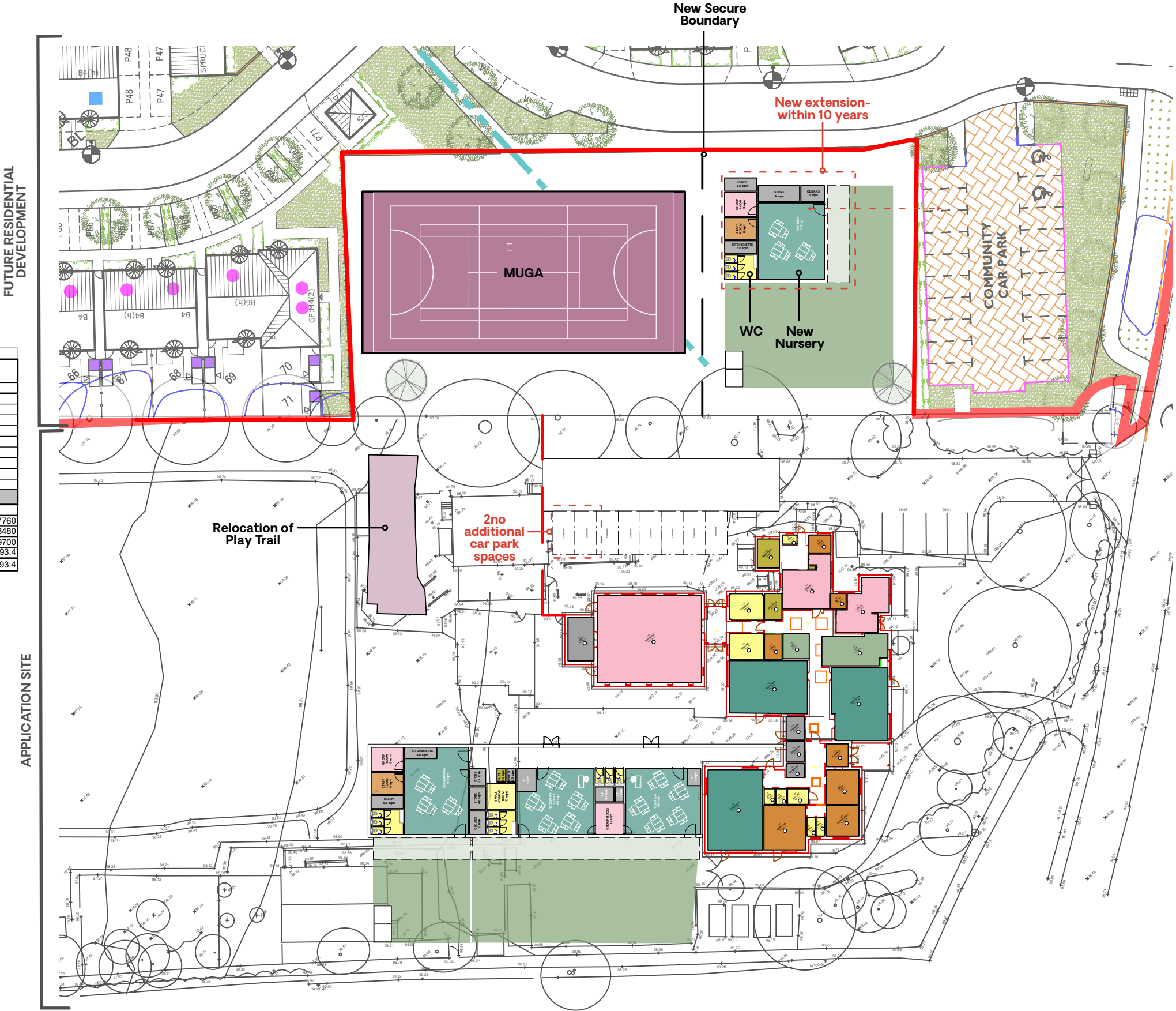


4.0 Proposed Site Plan

Future Development Plan Option 2

The school development will include the conversion of the nursery classroom to a primary school classroom. The parcel of land reserved for the school will be used as the new site for the nursery as per BB103 requirements. With close proximity to the community car park, there can be easy access for parents for midday pick up and drop off. The other half could be hardplay or a multi-use games area (MUGA) that could include community use.

	BASE AREA	Nursery	5-11 Primary required (BB103)	TOTAL
External Areas				
pupil numbers		28	180	208
Soft outdoor PE		0	3600	3600
Hard outdoor PE	400	0	670	670
Soft Play (informal & social)	600	56	960	1016
Hard Play (informal & social)	200	28	380	408
Habitat	0	0	90	90
Float	600	56	1500	1556
Carpark and hard surface	-	-	-	-
TOTAL		140	7200	7340
Minimum site areas (Primary)				
Total net site areas	(2000+32*n)			7760
likely site area : from	(2200+36*n)			8480
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Existing Site Area				10193.4
Proposed Site Area (i.e.with Land reservation)				12193.4

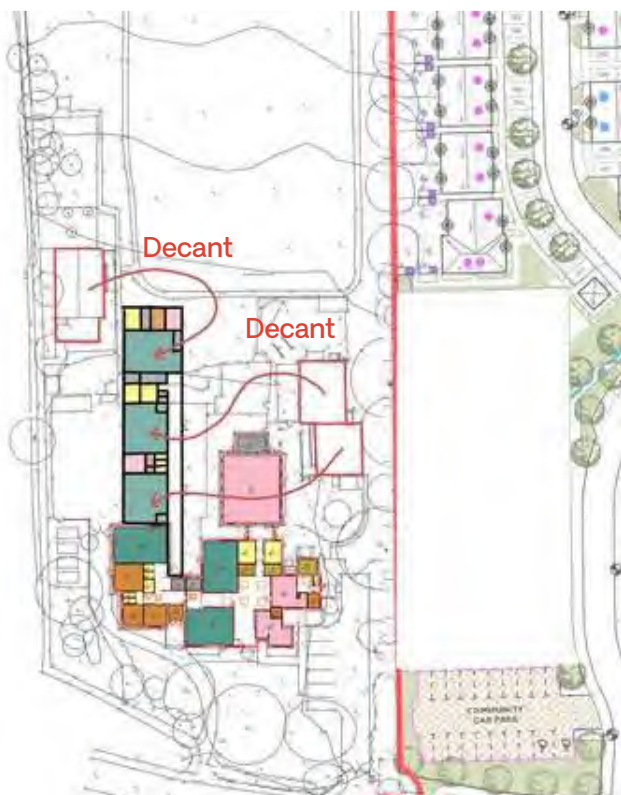


5.0 Project Phasing Plan



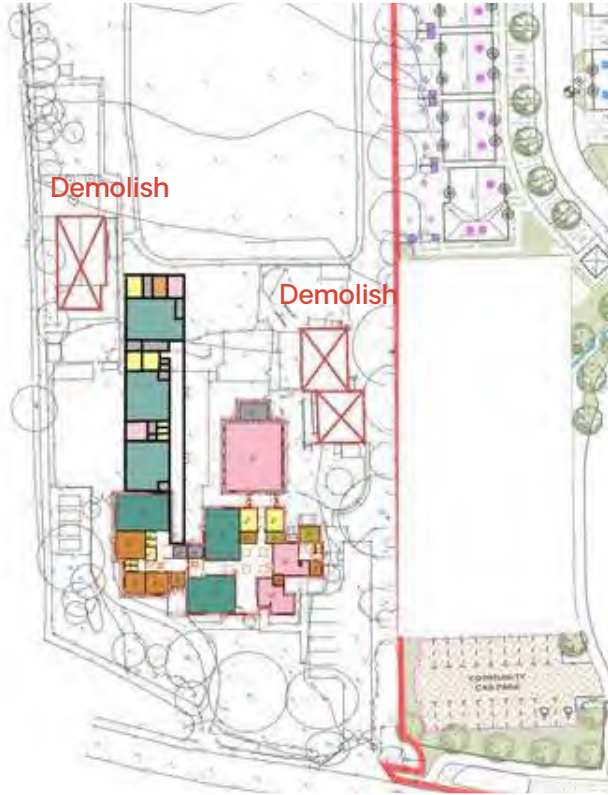
PHASE 1

- New extension of school to be built on existing hard play area.



PHASE 2

- Decant Nursery, Reception, year 1, 2 and 3 into new school extension.



PHASE 3

- Demolition of existing modular buildings.



PHASE 4

- 6no new car parking provision to be built east of the hall
- New secure boundary to be re-established north of the car parking spaces
- New hard/soft external play areas to be landscaped west of the school extension with a new secure boundary.

6.0 Conclusion

6.1 Conclusion

The feasibility study tested Hullavington Primary School capacity to demolish existing inadequate modular units with better quality teaching spaces.

The preferred option shows the two replacement classrooms and a nursery as an extension to the existing school building. It indicates all classrooms having direct access to external play area and to group rooms. A small hygiene room has been included in the scheme that is accessible to all areas of the school. 6 additional car park spaces have been provided to supplement the existing shortfall in spaces.

Assumptions & Limitations

This feasibility study has been conducted based on the following assumptions and limitations. These will form part of the Project Risk Register, which will be developed at the next stage.

- A consultation with Building Control has not been carried out at the feasibility stage. This includes environment calculations or performance and aspirations related to sustainability.
- No building condition surveys have been completed.
- No structural or M+E assessment has been completed as a part of this study including services capacity
- No assessment of existing fire compartmentalisation, asbestos or services survey have been completed or informed the study.
- The security and fencing has not been reviewed with regard to the secure boundary with the new development



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WO2151 Replacement Temporary Classrooms Projects

CONTRCATOR & CLIENT DUTIES

For Information

Contractors Duties

DESIGN DEVELOPMENT

Highlight issues relating to potential sites, lessons learned, potential risks, re-use of existing components, issues.
Overview of market conditions and construction costs.
Attend and contribute to opportunities and risk management workshops.
Provide initial buildability report including design solution, building components, materials, logistics, BREEAM and sustainability reports.
Contribute to and prepare Design risk assessments then issue.
Review Client Cost Plan
Provide initial buildability advice including rationale on design solutions, building components, materials, logistics, BREEAM and sustainability proposals.
Monitor and review progress and performance of design team.
Prepare feasibility report to include site specific information/review of historical data.
Contribute to/develop and obtain 'sign off' on initial project brief with project team including Project Objectives, Quality Objectives, Project Outcomes, Sustainability Aspirations, Project Budget and other parameters or constraints.
Agree communication and change control process with Client team
Highlight programme opportunities
Prepare/Update cost plan as design develops and obtain 'sign off' for project budget
Produce a project risk register and mitigation strategies. Identify key risks from appropriate RIBA stage, provide costs for mitigation strategies listing actions to each risk complete with up to date cost and programme implications.
Provide up to date 'Market Intelligence' and early warnings on issues to inform design decisions
Develop/review PEP
Cost plan allowances analysis and issue including benchmarking and cost and design standards
Contribute to/Design risk assessments updated with project team
Agree any changes to initial project brief, update Employers requirements, issue and obtain approval of final project brief
Prepare/Issue Construction Strategy
Issue monthly report highlighting progress, achievements, critical issues and proposals
Engage Sub-contractor in design, report on outputs and added value of early engagement
Evaluate, agree and report summarising project opportunities, value engineering options with costs, programme implications and next steps
Review and report on project strategies
Defined and agreed change control process and tracking schedule
Initial response to/developed CDMc and Health and Safety Plan and construction phase plan.
Review and provide advice on design solutions and targets
Report highlighting 'refined' project opportunities, design solutions and targets
Co-ordinate design proposals and project strategies in accordance with DRM
Undertake and report on all consultations and research issued to client and project team
Agreed Concept Design in accordance with the Final Project Brief

RIBA STAGE							
Strat Def	Prep & Brief	Concept Design.	Dev Design.	Tech Design.	Construct	Handover & Close	In Use
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Provide information ready for preparation of cost information and project strategies. Commentary provided on Design Programme in accordance with DRM
Design team progressing to programme
Action notes produced and circulated to Client team
Produce a Client/Contractor approved updated and costed project risk register
Set-up additional workshops with key subcontractors regarding design development and report on outcome
Cash flow forecast, whole life cost models and carbon calculation exercises issue monthly
Run and report on Market Testing of Key packages
Design and update risk assessments
Practical implications of proposals
Issue release schedule detailing drawing and information requirements and provide monthly updates
Provide an updated Cost Plan and Commentary Report against the proposed scope and Client cost plan allowances against industry and own benchmarking data.
Assist with preparation of Elemental cost Plan and 'sign off'
Interfaces between packages all identified and costs included.
Design information issued in accordance with; the design programme, Final Project Brief and DRM
To hold Third party consultations and incorporate R&D in design
Communication that all changes following process and tracking schedule completed
Conclude third party consultations and incorporate R&D in design
Agree PEP and update/review
Technical design information preparation and exchanges
Carry out/report Independent Technical review: Design Quality Review/Co-ordination, H & S, Designer Risk and Fire risk Assessment
Finalise and 'sign off' for Technical Design
Commentary report on Client/ project cost plan
Final status of Project Strategies.
Prepare and agree package based cost plan and provide written confirmation
Develop project preliminaries cost information
Update and finalise package based cost plan in conjunction with employer's professional team
Organise, lead and contribute to risk management
Prepare and agree with the project team a project risk register
Manage change control documents and tracking schedule
Agree Construction stage drawings and information to be provided
Update construction strategy
Submit Contractors proposals for Client agreement
Obtain Building Regulations approval
Design finalised - Construction strategy updated
Lead design team/project meetings
Monitor performance of design team and review progress of Technical Design.
Mobilised and site set up.
Update Construction Strategy
Administer building contract
Issue monthly reports highlighting progress, achievements, critical issues and proposals
Construction to agreed quality cost and programme. Construction risks managed out .
Sub-contract orders placed.
Prepare valuations in accordance with Building Contract.
Compliance with H & S and welfare, Site Waste Management Plan.

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Information for commissioning
Confirmation of agreed training provided
Confirmation of handover requirements.
'As-constructed information' format agreed.
Confirmation of monitoring and maintenance requirements.
Prepare valuations in accordance with Building Contract
Carry out site inspections with progress reviewed against programme and quality of construction reviewed against spec
Site queries dealt with accordingly
Agree Final Account.
Close out defects
Commissioning and certification issued. H & S file completed.
Training provided.
Monitor handover strategy and countdown programme.
Completion certificates obtained
Monitoring, maintenance (aftercare) requirements operational.
Support and aftercare provided fine tune BMS as required.
Report on Post-occupancy Evaluation
Report on Project/Building Performance. Project Outcomes and Research and Development aspects.

PROCUREMENT

Issue considerations for assembling design team
Develop with the project team a high level procurement strategy
Create and obtain 'sign off' on Initial/Detailed/Final procurement strategy.
Agree terms/sign and return Pre-Construction services agreement to Client
Assemble project team including designers
Contractual Tree diagram.
Commentary/approval on initial procurement strategy highlighting risks and opportunities
Discuss with professional team which subcontract packages should be appointed early under what procurement route and appoint as required.
Commentary/approval on detailed procurement strategy
Procurement of warranties and bonds
Agreed schedule of how the project is broken into suitable packages.
Procurement tracking schedule and shared updates. (Package name, scope, design and pricing info, info release and tender dates, traditional or CDP) Tenders require a minimum of 3 quotes
Agreed list of proposed sub-contractors including enquiries to SAVE suppliers
Draft enquiry documents to include mandatory clauses on Fair Payment and Shared Apprenticeship Scheme
Appoint key sub-contractors
Demonstrate Value for money and Community Benefit.
Pre-qualify 'New' subcontractors and issue agreed list of supply chain tenderers
Pre-tender briefing sessions.
Sub-contractor enquiry documents.
Select Supply Chain tenderers
Agree information release and tender dates
Continually market test high risk packages throughout RIBA stages
Schedule of orders required prior to contract award.
Final tender report

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Issue regular package tender reports and updates for late packages.
Contract T & Cs agreed, contract signed and returned to Client
Demonstrate compliance with agreed package procurement.

PROGRAMME

Develop with project team an initial Pre and Post Construction Programme (To include Gateway dates)
Review/report on project programme including risks and mitigation and agree changes with Client
Prepare design programme with input from Client team
Agree pre-construction programme and issue
Highlight issues, risks and opportunities.
Outline Construction programme and regularly update
Issue Commentary and Programme complete with CDP updates
Early order requirements agreed.
Finalise/agree Construction programme
Detailed commissioning and Handover programme issued.

PLANNING

Pre-Application discussions with Planning Authority to test robustness of Strategic Brief and report
Supporting documents issued to enable Client to submit Town Planning application (RIBA 2 or 3)
Planning application and supporting documents submitted
Liaison and consultation meetings held and actions recorded
Support in response to planning consent conditions
Construction-specific planning conditions complied with.

SUSTAINABILITY

Contribute to strategic sustainability review of Client requirements and report highlighting issues and opportunities
Report on sustainability targets, environmental requirements and highlight issues and risks
Consultations, surveys and monitoring required.
Review/report detailing Contractor Soft landings/ handover strategy requirements ensuring post completion services are detailed on programme
Initial/develop/issue Site Waste Management Plan.
Review/report on environmental impact of key materials and the Construction Strategy. Where there is a detrimental impact provide proposals for alternative key materials
Review/report on Maintenance and Operational strategy highlighting risks and issues and proposals for alternative solutions.
Supporting documents to enable Client to complete sustainability and interim Building regulations Part L assessments.
Supporting docs for Building Regulations part L and updated design stage carbon/energy declaration issued to enable Contractor to submit Building Regulations Application
Draft non-technical user guide, agree content and part L log book
Report changes made and ensure spec and design do not compromise sustainability
Compliance of agreed sustainability criteria contributions by specialist sub contractors.
Handover Strategy
Sustainability Strategy and Maintenance & Operational Strategy
Sustainability assessment successfully certified
Interim testing and monitoring of construction reviewed and observed
Non-technical user guide and aftercare services set up and agreed
Sustainability certification provided

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Non-technical user guide and aftercare services set up and agreed
Hand over tasks completed

INFORMATION EXCHANGE

Prepare and issue initial project brief
Prepare and issue concept design and final project brief
Prepare and issue developed design
Prepare and issue Technical Design
'As-constructed information', updated detailing residual risks, client feedback

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Client Duties

DESIGN DEVELOPMENT

Confirm project funding.
Select and Appoint Project Team
Stakeholder approvals
Establish Governance and Terms of Reference
Provide information needed for concept design, surveys, historical data, FF&E requirements.
Project vision - quality and success factors
Draft/Issue Employer's Requirements
Attend (monthly) design team and project meetings.
Attend and contribute to opportunities and risk management workshops.
BREEAM, sustainability and community benefits objectives and targets
Provide information and contribute to contents of PEP
Review Cost Plan address any issues
Participate in consultation on design
Contribute to VE & VFM workshops.
Obtain approval for outline project budget.
Agree tracking schedule and monitoring process
CDMC comment on design risk assessments
Comment on Project Strategies
Review design reports and raise concerns
Confirm Land acquisition and ability to take possession of site in line with programme
Review dates and agree methods of construction areas to be occupied
Sign off developed design in readiness for planning submission
Approve technical design proposals
Monitor progress of developing design and attend workshops
Review risk register with project team
Establish post contract change control progress
Confirm Client risks for inclusion on risk register.
Ensure Contractor's Proposal matches Employers Requirements
Monitor and review progress and performance of design team.
Approve detailed design including subcontractor design
Operate change control process
Review progress
Review CDM outputs
Review updated documents
Agree information, commissioning, training and handover requirements
Agree format 'As constructed information'
Agree monitoring and maintenance requirements after handover
Agree Practical Completion
Agree Final Account.

RIBA STAGE							
Strat Def	Prep & Brief	Concept Design.	Dev Design.	Tech Design.	Construct	Handover & Close	In Use
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Respond to queries in relation to handover of building
Manage tasks allocated to client in Handover Strategy
Review draft O & M manuals
Secure resources for training prior to handover
Review Project and Building Performance i.e. energy in use, Project Outcomes and Research and Development aspects.

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PROCUREMENT

Approval to use SCF to procure contractor.
Issue Pre-Construction Agreement
Develop procurement strategy.
Run Mini Competition process.
Sign Pre-Construction Agreement
RACI Meeting.
Agree Requirements for Community Benefit.
Agree which subcontract packages to be appointed early.
Approval for early engagement
Agree breakdown of project into suitable packages
Confirm methodology for package return information exchange
Select list of proposed (Agreed) subcontractor tenders
Agree, bond, Parent Company Guarantee (PCG), warranty requirements
Agree tender tracking and return protocols
Agree schedule of 'early' orders required prior to contract award for contractor design/CDP packages/enabling works
Prepare and issue contract documents

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PROGRAMME

Contribute to Initial, updated, agreed, pre and post construction programmes.
Review key dates
Agree Early order requirements.
Agree commissioning and handover programme

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PLANNING

Pre-Application discussions and report
Support town planning process

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SUSTAINABILITY

Confirm/Review environmental/sustainability requirements targets.
Agree Handover (Soft Landings) Strategy and post completion services.
Confirm Employers Maintenance and Operational Strategy.
Review/agree non-technical user guide & aftercare services. Check compliance of sustainability criteria.

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INFORMATION EXCHANGE

Strategic Brief
Initial Project Brief
Prepare and issue Pre-Construction information
Concept Design including Project Strategies, preliminary Cost Information and Final Project Brief.
Developed Design, updated Cost Information.

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Technical Design.

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WO2151 - Replacement Temporary Classrooms Project

1.0 Project Brief

1.1 Project:

Replacement of temporary classrooms at three primary schools in Wiltshire.

1.2 Locations:

The locations of each of the three primary schools are:

School 1: Frogwell Primary School, Derriads Lane, Chippenham, Wiltshire, SN14 0DG

School 2: Hullavington Primary School, The Street, Hullavington, Chippenham, Wiltshire, SN14 6EF

School 3: Minety Primary School, 2 Sawyers Hill, Minety, Malmesbury, Wiltshire, SN16 9QL

1.3 Project Description:

1.3.1 Frogwell Primary School:

Frogwell Primary School was originally a 2FE Primary School and also has a separate Children's Centre which is now vacant. The school has a nursery provision in an existing mobile building that is also vacant. The school is currently operating as a 1FE school with circa 199 pupils on role education pupils from age 5 to 11. It also has a dedicated SEND Resource Base in one of the other temporary classroom buildings that accommodates 25 pupils two thirds of whom are within KS2.

The requirement is to reconfigure existing under-used accommodation within the main school building to enable the temporary classrooms to be demolished.

A feasibility study has been undertaken for Wiltshire Council by Footprint Architects which concludes that the school has sufficient spare capacity and that a new build development is not required. A copy of the feasibility study is included with this project brief for information at Appendix 1

1.3.2 Hullavington Primary School:

Hullavington Primary School is a 150-place school catering for pupils with an age range from 2-11. It has between 21-27 pupils per combined year groups across the 5 classrooms and a 21-place nursery. Three classrooms are in the main school building and two are in temporary buildings. The nursery is in an independent mobile building with access

direct from a public footpath.

The site adjacent to the school is being developed for housing and as part of the development there are 2 parcels of land that are being made available. One will form a community car park outside of the school usage and the other will be transferred to the school should it be required for expansion within the next 10 years.

The requirement is to construct a new, three classroom block, capable of further expansion in the future by one classroom, and the demolition of the existing temporary classroom buildings.

A feasibility study has been undertaken for Wiltshire Council by Footprint Architects and a copy of the feasibility study is included with this project brief for information at Appendix 2.

1.3.3 **Minety Primary School:**

Minety Primary School is a 150-place primary school catering for pupils with an age range from 5 to 11. It has between 21-27 pupils per combined year groups across the circa 5 classrooms.

The requirement is to replace a dilapidated two classroom temporary building with a new two classroom block.

No feasibility study has been undertaken and to date there has been no formal engagement with the school about the project, however it's understood that there is an available site for the new build development on a piece of land adjacent to the school hall. On appointment, an introductory meeting will be arranged to understand more about the requirement and to develop initial proposals to take the project further.

1.4 **Estimated Project Value:**

- 1.4.1 The council has a total estimated Construction Cost of £5,700,000.00 inclusive of VAT.
The council's forecast construction costs for each of the projects inclusive of VAT are as follows:

Frogwell Primary School	£2.0m + VAT = £2.4m
Hullavington Primary School	£2.0m + VAT = £2.4m
Minety Primary School	£0.75m + VAT = £0.9m

Total Estimated Construction Cost incl VAT	£5.7m

The fees for the Stage 1 (pre-construction) appointment should be based on this amount (see Annex 2 Financial workbook which is to be completed and submitted as part of the tender response in the ITT Stage 2 of this procurement.

1.5 Contract:

- 1.5.1 The initial form of appointment for the successful Contractor will be a Pre-Construction Services Agreement (PCSA) and a copy of the draft PCSA is included with these tender documents for information. The parties to the PCSA will be Wiltshire Council and the successful Contractor and the PCSA will cover the pre-construction services of the projects. I.E. RIBA Work Stages 1 to 4 inclusive.
- 1.5.2 There will be no obligation for the Council to proceed to the Construction Stage for any or all of the three school projects, however the Council's intent is that it will proceed to the construction stage assuming that the scope of services set out below are successfully delivered.
- 1.5.3 On this basis, Wiltshire Council and the successful Contractor will enter into a JCT Intermediate Building Contract with Contractor's Design (ICD 2024).
- 1.5.4 The contract particulars will be agreed during the pre-construction stage of the project, and included with the tender documents are a set of Wiltshire Council's standard contract amendments for information.
- 1.5.5 Note that the intention is that:
1. The pre-construction works (RIBA 1 to 4 inclusive) will be covered by a single PCSA for all three school projects.
 2. Assuming that the project proceeds beyond RIBA Stage 4, the three projects will be dealt with as individual standalone construction projects and individual building contracts will be entered into for each project.

1.6 Scope of Services:

- 1.6.1 This procurement is concerned with the appointment of a main Contractor on a full Design and Build Basis operating in the first instance under a Pre-Construction Services Agreement to deliver the following Stage One works:
1. Operating under a single PCSA to deliver the RIBA Work Stages 1 to 4 inclusive for each of the three schools including:
 2. The appointment of a full Design Team to work with the School and the Employers Representatives to fully design each of the three projects to the end of RIBA Stage 4 (technical/construction design) and to present the design for approval at the end of each RIBA work stage including cost plans for Employer approval.
 3. To develop a detailed programme for RIBA Stages 1 to 7 for acceptance by the Employer for each of the three projects.

4. To obtain Building Regulations approval and Planning Permission for each of the three projects.
5. To work collaboratively with the Employers Representative to produce a Fixed Price Lump Sum to deliver the construction works for each of the three projects for approval by the Employer. A minimum of three competitive quotations are to be obtained for each of the work packages and a transparent open book system of pricing is to be adopted for each project.

1.6.2 Note that a separate fixed price lump sum is required for each project to inform the contract values for the three individual building contracts as set out a 1.4.3.

1.6.3 Included at Appendix 4 of this project brief is a schedule of duties to be performed by the Contractor and the Client for RIBA Work Stages 1 to 7 inclusive.

1.7 **Surveys**

1.7.1 The contractor is to include the following provisional sum allowances within the tender submission (see commercial workbook contained within this ITT) for each of the three school projects:

- Provisional sum allowance to undertake a topographical survey of each of the school sites. Allow £5k per school site. £15k total.
- Provisional sum allowance to undertake a below ground sub-scan survey of each of the school sites. Allow £2k per school site. £6k total.
- Provisional sum allowance to carry out a utilities and cctv drainage survey of each of the school sites. Allow £3k per school site. £9k total.
- Provisional sum allowance to carry out a measured building survey at Frogwell School. Allow £5k.
- Provisional sum allowance to carry out site investigations including reporting at Hullavington and Minety school sites. Allow £5k per school site. £10k total.
- Provisional sum allowance to carry out a refurbishment and demolition asbestos survey at each of the school sites. Allow £3k per school site. Total £9k total.

1.7.2 Actual costs to be agreed at the time with costs to be substantiated by three quotes.

1.8 **Planning Permission:**

1.8.1 To be obtained as part of the pre-construction duties for each of the school sites as necessary. Note that the Contractor will be expected to pay the respective planning fees which will be reimbursed as a variation under the PCSA.

1.9 **Building Regulations Approval:**

- 1.9.1 To be obtained as part of the pre-construction duties for each of the school sites. Note that there is a requirement that Wiltshire Council Local Authority Building Control Team are used. Note also that fees will be paid direct by the Council via an internal fee transfer mechanism.

1.10 **Net Zero Carbon:**

- 1.10.1 In line with the Council's Environmental Policy, there is an expectation that the new build classroom blocks achieve as close to Net Zero Carbon in operation as possible.

1.11 **Pupil Safeguarding:**

- 1.11.1 Each of the school sites will remain in full operation during the works, and the appointed Contractor will be expected to take cognisance of this in his project planning. Excessively, disruptive works are to be programmed to take place during school holidays, the construction works are to be segregated from the rest of the school site by heras fencing and any construction activities taking place within the live school setting must be carried out by operatives with full DBS clearance.

1.12 **Project Timescales:**

- 1.12.1 Set out below is the proposed timetable for the pre-construction stage of the project. This is intended as a guide and whilst the Council doesn't intend to depart from the timetable, it reserves the right to do so at any stage.

Note that on appointment, a detailed pre-construction master programme will be established in conjunction with the Council which will be included as part of the PCSA.

Stage 1	Dates
Tender Notice Published – Inviting tenderers to participate in Stage 1	14/04/2025
Deadline for the submission of CoP clarifications	02/05/2025@ midday
Requests to Participate to be submitted by	12/05/2025@ midday
Assessment of the requests to participate and shortlisting of suppliers	13/05/2025 – 03/06/2025
All tenderers notified, and shortlisted tenderers invited to	Week Commencing

the Tender Stage	16th June 2025
Stage 2 – This Stage	Dates
Invitation to Tender (ITT) released to shortlisted Tenderers	02/07/2025
Site Visits	w/c 14/07/2025
Deadline for Tenderers to submit clarifications	05/08/2025 at 12:00
Deadline for the Submission of Tenders	14/08/2025 at 12:00
Assessment of Tenders	Mid- August to mid-September 2025
Wiltshire Council Internal Governance/Approvals	Week commencing 22/09/2025
Assessment Summaries issued to tenderers	25/09/2025 before midday
Publication of Contract Award Notice	25/09/2025 after midday
8 working day standstill period	25/09/2025 – 06/10/2025
Contract signing	w/c 07/10/2025
Contract commencement date	14/10/2025

RIBA Stages 1 to 4	End August 25 to End March 26
Package Pricing Stage	End March 26 to End June 26
Final Design & Fixed Price Lump Sum Approvals	End June 26 to Mid July 26
RIBA Stage 5 Construction	Start August 26
Handover	To be agreed for each of the school sites during the pre-construction stage of the project

1.13 **Design Team:**

- 1.13.1 The Contractor will be responsible for the selection and appointment of a full Design Team to ensure the delivery of all RIBA Work Stages and in compliance with the CDM Regulations and the Building Safety Act (BSA) the Contractor is to undertake both the Lead Designer and the Principal Contractor duties. Note that the Contractor may decide to assign the Lead Designer Role to another Consultant in which case the Contractor is to take responsibility for this appointment along with the rest of the Design Team.

- 1.13. The Contractor is at liberty to select their own Design Team for the
2 project and for information and to aid this process, the listed consultants below are all familiar to the Council:

Architectural:

DKA Bath – contact Fabien Coupat Fabien.Coupat@dka.co.uk

Footprint Architects – contact Peter Ward
peter@footprintarchitects.co.uk

AWW - Jamie.Furse@aww-uk.com

NVB Architects
Contact Andrew Simpson - andrewsimpson@nvbstudio.co.uk

The Bush Consultancy (now part of the Ryder Architecture)
Contact Martin Kendall - bristol@ryderarchitecture.com

MEPS:

Method Consulting – contact Eleanor Hoey
Eleanor.Hoey@methodllp.com

Structural & Civil Engineering:

Hydrock (now Stantec) – contact Keith Johnston
KeithJohnston@hydrock.com

Integral Engineering Design – contact Grant Stratton gs@integral-engineering.co.uk

APPENDICES

Appendix 01	Frogwell Primary School Feasibility Report	Included as a separate document to the project brief
Appendix 02	Hullavington Primary School Feasibility Report	Included as a separate document to the project brief
Appendix 03	Schedule of Contractor and Client Duties	Included as a separate document to the project brief



**For the provision of: - URN WO2151 - Replacement of Temporary Classrooms at
Frogwell, Hullavington and Minety Primary Schools**

Covering Letter

Dear Tenderers,

IMPORTANT – Only those suppliers who are registered on the Central Digital Platform (CDP), will be able to tender for this and all other tender opportunities published by Wiltshire Council. If you haven't registered or are seeking further information regarding your registration, please use the link below.

[Suppliers: How to register your organisation and first administrator on Find a Tender in three easy steps \(HTML\) - GOV.UK](#)

Please note, Wiltshire Council are conducting this procurement via **The Competitive Flexible Procedure, Two-Stage** as per the following: -

1. Condition of Participation Stage – Stage 1 (this stage)

- 1.1. Wiltshire Council have Published a Tender Notice and provided tender documents to invite suppliers to participate.
- 1.2. Tenderers must confirm that they/your organisation are registered on the Central Digital Platform (CDP) and have completed the relevant sections of the Procurement Specific Questionnaire (PSQ).
- 1.3. To confirm compliance, tenderers are required to download a full copy of their completed PSQ from their CDP account and upload it as a CSV file attached to their submission via Pro-Contract. this will enable Wiltshire Council to review you/your organisations responses to the following parts of the Procurement Specific Questionnaire (PSQ), namely
 - Part 1 – confirmation that the supplier has registered on, submitted and shared their core supplier information via, the CDP.
 - Part 2 – additional exclusions information, including:
 - Part 2A – identification of the supplier's associated person(s); and confirmation that each associated person's: basic information, connected person(s), and exclusion grounds information has also been shared (via the CDP)
 - Part 2B – confirmation of the supplier's intended sub-contractors

Additionally, the PSQ for any associated persons listed in Part 2A must also be downloaded from the CDP account and uploaded as a CSV file, with a copy attached to Pro-Contract. Where applicable, a copy must also be provided for any intended sub-contractors.

- 1.4. The PSQ, includes a Part 3 – titled questions relating to Conditions of Participation; this document has been uploaded to the Pro-Contract portal, titled '**WO2151 Annex 1a Conditions of Participation v1.0 Stage 1 Only**'. Tenderers are required to complete and return this document via the Pro-Contract portal by the submission date of 12/05/2025 @ 12:00 noon.

Please note, a full copy of the completed PSQ from your CDP account and the document titled 'WO2151 Annex 1a Conditions of Participation v1.0 Stage 1 Only' is the ONLY document that requires tenderer submission and completion for Stage 1.

Wiltshire Council have an obligation to issue copies of the Invitation to Tender and associated tender documents, known as the tender pack, at this Condition of Participation Stage – Stage 1, to enable prospective tenderers to identify and determine whether the Council's requirements are of interest.

For this reason, the tender pack has been uploaded to the Pro-Contract portal, should any tenderer experience any issues assessing/opening any of these documents, please use the portal's messaging function to notify us of which document(s) is not opening etc.,

For Information only, Wiltshire Council have provided below an overview of The Competitive Flexible Procedure – Two Stage – Stage 2.

2. Invitation to Tender Stage – Stage 2

- 2.1. Shortlisted Tenders are Issued the Invitation to Tender document and associated documents, for example, Project Brief, Financial Workbook, and Terms and Conditions.
- 2.2. It is estimated that Tenderers must complete and prepare their tender response which must be submitted by 11/07/2025 @ midday
- 2.3. Upon receipt of the tenders Wiltshire Council will complete a compliance review and commence the assessment and moderation of the tenders to identify the Most Advantageous Tender (MAT).
- 2.4. Wiltshire Council will complete our internal Governance/Approvals.
- 2.5. Assessment Summaries are issued to tenderers.
- 2.6. Wiltshire Council will publish the Contract Award Notice, which triggers the mandatory 8 working day standstill period.
- 2.7. Contract signing commences
- 2.8. Onboarding undertaken and completed.
- 2.9. Service commencement/go-live.

Only the shortlisted tenderers will be invited to Invitation to Tender Stage – Stage 2 and are required to complete and return the following tender documents.

1. WO2151 Invitation to Tender
2. WO2151 Annex 1b Tender Assessment Questions
3. WO2151 Annex 2 Financial Workbook
4. WO2151 Part F Declarations - Form of Tender

It is estimated that completed tenders must be submitted by 11/07/2025 @ 12:00 noon. No extension to this date will be allowed unless confirmed by Wiltshire Council in writing.

We would also like to take this opportunity to thank you for your interest in this tender.

Yours faithfully

Rachel Candy
Procurement Specialist - Wiltshire Council - Procurement Team

WO2151 – Replacement Temporary Classrooms Projects

JCT ICD 2024 – Draft Particulars For Information

Article 1 Contractors Obligations:

The Contractor shall carry and complete the works in accordance with the Employers Requirements and the Works Information.

Article 2 Contract Sum:

Separate contract sums to be agreed for each of the three projects.

Article 3 Collaborative Working:

The Parties shall work with each other and with other Project Team members in a co-operative and collaborative manner, and good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviours and address behaviour which is not acceptable.

Article 4 Architect/Contract Administrator:

For the purposes of this Contract, the Contract Administrator is:

(external Project Manager to be appointed during RIBA Stage 3 who will undertake the CA role for the Employer)

Article 5 Quantity Surveyor:

For the purposes of this Contract, the Quantity Surveyor is:

(external Quantity Surveyor to be appointed during RIBA Stage 3 who will undertake the QS role for the Employer).

Clerk of Works:

Note that a Clerk of Works will be appointed by the Employer during RIBA Stage 4.

Article 6 CDM Regulations – Principal Designer and Principal Contractor:

For the purposes of the CDM Regulations, the Principal Designer and Principal Contractor roles are to be fulfilled by the Main Contractor.

Article 7 Building Regulations – Principal Designer and Principal:

For the purpose of the Building Regulations, the Principal Designer and Principal Contractor roles are to be fulfilled by the Main Contractor.

Dates for Completion of Sections:

To be agreed for each project during RIBA 1 to 4

Dates for Possession of Sections:

To be agreed for each project during RIBA 1 to 4

Liquidated Damages:

£1,000.00 per week for each school project

Retention:

3% reducing to 1.5% at Completion

Rectification Periods:

2-week defects rectification period

12 months defects period

Contractors Public Liability Insurance:

£10.0m

Collateral Warranties:

CW's required for major design elements of the project. To be agreed during RIBA 1 to 4.

Attestation:

Contract to be executed as a Deed

WILTSHIRE COUNCIL ADDITIONAL CLAUSES

FREEDOM OF INFORMATION

1.1 The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Employer (at the Contractor's expense) to enable the Employer to comply with these information disclosure requirements.

1.2 The Contractor shall and shall procure that its sub-contractors shall:

1.2.1 transfer the Request for Information to the Employer as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

1.2.2 provide the Employer with a copy of all Information in its possession or power in the form that the Employer requires within five working days (or such other period as the Employer may specify) of the Employer requesting that Information; and

1.2.3 provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

1.3 The Employer shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

1.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and/or

1.3.2 is to be disclosed in response to a Request for Information.

1.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Employer.

1.5 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice ("Code") on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

1.5.1 without consulting with the Contractor; or

1.5.2 following consultation with the Contractor and having taken its views into account, provided always that where clause [1.5.2] applies the Employer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

1.6 The Contractor shall ensure that all Information produced in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.

1.7 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Employer may nevertheless be obliged to disclose Confidential Information in accordance with clause [1.5].

2. Publication of expenditure over £250

2.1 The Contractor hereby confirms that it:

2.1.1 understands that the Employer is required by the Government to publish details of all spending over £250, including details of contracts and tenders over £250; and

2.1.2 agrees that the Employer may therefore publish details (to the extent and in the manner required by the Government) of this agreement with the Contractor; and will comply with any reasonable request from the Contractor in order to assist the Employer in complying with its obligations in respect of this requirement.

3. Data Protection

3. Interpretation

3.1 In these supplementary terms the following words and phrases have the meanings given next to them:

3.1.1 **Agreement(s)** means such contractual agreements in force between the parties from time to time governing provision of the Supplies;

3.1.2 **Applicable EU Laws** the laws of any member of the European Union or the laws of the European Union applicable to the Provider;

3.1.3 **Business Day** means any day other than a Saturday, Sunday or a day which is a public holiday in the UK;

3.1.4 **Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Joint Controller, Process, Processing, and Supervisory Authority** (and their equivalent terms) have the meanings set out in the Data Protection Legislation;

3.1.5 **Data Protection Legislation** means GDPR, the Data Protection Act 2018 subject to Royal Assent to the extent that it relates to Processing and sharing of personal data and privacy, and all applicable laws and regulations relating to Processing and sharing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case, to the extent in force, and as such are updated, amended or replaced from time to time;

3.1.6 **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation);

3.1.7 **Party** means each of the Provider and the Council;

3.1.8 **Supplementary terms** means these “Supplementary Terms: General Data Protection Regulation”

3.2 In these supplementary terms unless the context means something different the following also apply:

3.2.1 references to the singular shall include the plural and vice-versa, and words importing the whole shall be treated as including a reference to any part;

3.2.2 any obligation on a person not to do something includes an obligation not to allow or agree to that thing being done; and

3.2.3 any references to “in writing” in these supplementary terms includes by post, by email exchange and acceptance online but not fax.

3.3 In interpreting the Data Protection Legislation the parties shall have regard to all guidance and codes of practice issued by the Supervisory Authority and any other body with regulatory authority in relation to the Processing.

3.4 Where any provision of these supplementary terms is incompatible with any term of the Agreement(s), these supplementary terms shall take precedence but only to the extent required to resolve the incompatibility. However, if the incompatibility is that the provision in question imposes a higher standard or obligation on the Provider than is applicable under these supplementary terms, then the higher standard or obligation shall continue to apply.

3.5 General undertaking to comply with Data Protection Legislation

3.5.1 Both parties will individually comply with all applicable requirements of the Data Protection Legislation in connection with the Supplies and the Agreement(s). This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

3.6 Provision of data protection contact details

3.6.1 Each party shall provide the other with the name and contact details of its data protection contact, who is responsible for data protection matters on a day-to-day basis as applicable to the Supplies and the Agreement(s).

3.7 Notices

3.7.1 Any notice required or authorised to be given by either party under these supplementary terms will be in writing and may be served by email to the other party's data protection contact.

3.7.2 Notices served under clause 3.7.1 shall be deemed served one hour after transmission or, if not sent on a Business Day, at 9:00 am on the next Business Day provided no failure message is received by the notifying party (for the avoidance of doubt an “out of office” message is not deemed to be a failure message).

3.8 Entire agreement

3.8.1 No provision of the Agreement(s) shall operate or be interpreted to exclude these supplementary terms, which the parties agree are legally binding on them in relation to the Agreement(s). Except as varied by these supplementary terms, the Agreement(s) shall otherwise continue in full force and effect.

3.9 General

3.9.1 These supplementary terms shall apply for the duration of the Agreement(s) and indefinitely after their expiry.

3.9.2 The Provider shall, and shall procure that all its relevant sub-contractors shall, enter into such further agreements relating to compliance with Data Protection Legislation as the Council may from time to time reasonably require.

3.10 Contract Performance

3.10.1 Both parties, insofar as performance of the Contract gives rise to obligations under the Schedule: “Information Sharing and network access protocol” to the Form of Agreement shall be compliant with the Data Protection Legislation in carrying out their duties.

3.10.2 Each party is individually responsible for notifying the other party should there be any additional requirements or amendments required to Schedule: Information Sharing and network access protocol” to the Form of Agreement and obtain the other party’s formal consent prior to acting on such additional requirements or amendments.

3.10.3 Both parties shall ensure that it does nothing knowingly or negligently which places the other party in breach of the Data Protection Legislation.

Schedule: “Information Sharing and Network Access Protocol”

The deliverables under this Contract do not include the sharing of personal information as defined within Data Protection Legislation. Neither party shall share, or disclose any personal information or sensitive data with the other.

Both parties shall independently retain the role of Data Controller for their respective organisation.

Should a change in circumstances occur, the parties shall review the requirements and formally agree any changes required to this Schedule prior to such changes taking place.

4. Audit

4.1 During the Term and for a period of six (6) years after the Completion Date, the Employer may conduct or be subject to an audit for the following purposes:

4.1.1 to verify the accuracy of Contract Sum (and proposed or actual variations to it in accordance with the Agreement);

4.1.2 to review the integrity, confidentiality and security of any data relating to the Employer or any service users;

4.1.3 to review the Contractor’s compliance with the Data Protection Legislation, the FOIA, in accordance with clause [3] and clause [1] and any other legislation applicable to the Works;

4.1.4 to review any records created during the provision of the Works;

4.1.5 to review any books of account kept by the Contractor in connection with the provision of the Works;

4.1.6 to carry out the audit and certification of the Employer’s accounts.

4.2 Except where an audit is imposed on the Employer by a regulatory body, the Employer may not conduct an audit under this clause [4] more than once in any calendar year.

4.3 The Employer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Works.

4.4 Subject to the Employer’s obligations of confidentiality, the Contractor shall on demand provide the Employer and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

4.4.1 all information requested by the above persons within the permitted scope of the audit;

4.4.2 reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Works; and

4.4.3 access to the Contractor’s personnel.

4.5 The Employer shall endeavour to (but is not obliged to) provide at least 15 days notice of its or, where possible, a regulatory body's, intention to conduct an audit.

4.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Contractor in which case the Contractor shall reimburse the Employer for all the Employer's reasonable costs incurred in the course of the audit.

4.7 If an audit identifies that:

4.7.1 the Contractor has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Contractor's failure relates to a failure to provide any information to the Employer about the Contract Sum then the remedial plan shall include a requirement for the provision of all such information;

4.7.2 the Employer has overpaid any charges; the Contractor shall pay to the Employer the amount overpaid within thirty (30) days from the date of notice of the overpayment. The Employer may deduct the relevant amount from the Contract Sum if the Contractor fails to make this payment; and

4.7.3 the Employer has underpaid any Charges, the Employer shall pay to the Contractor the amount of the under-payment, less the cost of audit incurred by the Employer if this was due to a default by the Contractor in relation to invoicing within 30 days.

5. Prevention of Bribery

5.1 The Contractor:

5.1.1 shall not, and shall procure that any Contractor personnel shall not, in connection with this Agreement commit a Prohibited Act;

5.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Employer, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Employer before execution of this Agreement.

5.2 The Contractor shall:

5.2.1 if requested, provide the Employer with any reasonable assistance, at the Employer's reasonable cost, to enable the Employer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

5.2.2 within twenty (20) working days of the date of this Agreement, and annually thereafter, certify to the Employer in writing (such certification to be signed by an officer of the Contractor) compliance with this clause [5] by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Contractor shall provide such supporting evidence of compliance as the Employer may reasonably request.

5.3 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Employer) to prevent the Contractor or Contractor personnel from committing a Prohibited Act and shall enforce it where appropriate. Contractors should have an anti-bribery policy and provide a copy of the policy to the Employer at the Employer's reasonable request. Under the clause the Employer is not entitled to approve the anti-bribery policy.

5.4 If any breach of clause [5.1] is suspected or known, the Contractor must notify the Employer immediately.

5.5 If the Contractor notifies the Employer that it suspects or knows that there may be a breach of clause [5.1], the Contractor must respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit books, records and any other relevant documentation. This obligation shall continue for six (6) years following the expiry or termination of this Agreement.

5.6 The Employer may terminate this agreement by written notice with immediate effect if the Contractor or any Contractor personnel (whether or not acting with the Contractor's knowledge) breaches clause [5.1]. In determining whether to exercise the right of termination under this clause [5.6], the Employer shall give all due consideration, where appropriate, to action other than termination of this agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, sub-contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a sub-contractor) means and shall be construed as acting:

5.6.1 with the Employer; or,

5.6.2 with the actual knowledge; of any one or more of the directors of the Contractor or the sub-contractor (as the case may be); or

5.6.3 in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

5.7 Any notice of termination under clause [5.6] must specify:

5.7.1 the nature of the Prohibited Act;

5.7.2 the identity of the party whom the Employer believes has committed the Prohibited Act; and

5.7.3 the date on which this Agreement will terminate.

5.8 Any dispute relating to:

5.8.1 the interpretation of clause [5], or

5.8.2 the amount or value of any gift, consideration or commission;

shall be determined by the Employer and its decision shall be final and conclusive.

5.9 Any termination under clause [5.6] will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Employer.

6. Publicity

6.1 The Contractor acknowledges that the Employer may use the Contractor's name and/or logo in its own marketing and/or publicity materials. The Contractor warrants that use by the Employer of the Contractors name and/or logo will not breach or infringe any third party Intellectual Property right (including without limitation trade mark rights or copyrights).

6.2 The Contractor shall not use the Employer's name and/or logo (as may be updated from time to time) in any format for any promotion, publicity, marketing or advertising purpose without the prior written consent of the Employer EXCEPT where any marketing material is produced for or by the Contractor in respect of the Works where it is reasonable to do so.

6.3 The Contractor shall not make or permit any person to make, any public announcement, communication or circular ("Announcement") concerning this agreement or information about the

Employer which is not in the public domain or may reasonably be considered to affect the Employer's reputation without the prior written consent of the Employer, such consent not to be unreasonably withheld or delayed.

6.4 Where an Announcement is required to be made by the Contractor by law or by any governmental or regulatory authority, or by any court or other authority of competent jurisdiction, the Contractor shall immediately notify the Employer and make all reasonable attempts to agree the contents of the Announcement before it is made.

6.5 The Provider must promptly notify the Employer if it becomes aware of any issue which could reasonably be considered to affect the Employer's reputation.

6.6 The Provider must immediately notify the Employer of any breach of this clause [6]

6.7 For the purposes of any notification and consent required in this clause [6] from the Employer, the Contractor should contact Wiltshire Council's Communications Team on: 01225 713115/6 or if out of normal working hours, the out of hours service on 07747007340.

7. Assignment

7.1 Subject to clause 7.1 of the Contract (Assignment), neither the Employer nor the Contractor shall, without the consent of the other assign this contract or any rights thereunder save for if the school converts to academy status, in which case the Employer shall be entitled to assign this contract and any rights thereunder to the Academy and shall notify the Contractor accordingly at any time following practical completion.

Clause 7.1.1 On the occurrence of the school converting to academy status the Contractor shall, at the request of the Employer, enter into a novation agreement to novate this contract to the Academy at any time following practical completion.

Part 2
Personnel and Resources

A schedule of personnel and resources required:

Is as set out in the Contractors response to the Invitation to Tender

TENDER SUBMISSION HAS BEEN REDACTED

Part 2
Payment Terms of This Agreement

1. **THIS AGREEMENT AND THE PROPOSED CONTRACT DOCUMENTS**

The payment terms in this Part 2 of Schedule 3 (Payments) apply to payments under this agreement, except where a payment under this agreement is required to be made under the Proposed Contract Documents, in which case the Proposed Contract Documents apply.

2. **VAT**

The Employer shall pay the Contractor any Value Added Tax (VAT) properly chargeable on a sum due under this agreement. Any amount expressed as payable under this agreement is exclusive of VAT unless stated otherwise.

3. **FINAL DATE FOR PAYMENT**

The final date for payment shall be twenty (20) Business Days from the due date for payment (as set out in the table in Part 1 of Schedule 3 (Payments)).

4. **PAYMENT NOTICE**

Not later than five (5) Business Days after the due date for payment, the Employer shall give a notice to the Contractor specifying the sum it proposes paying, to what that sum relates, and the basis on which that sum has been calculated (a "payment notice").

5. **CONTRACTOR'S DEFAULT NOTICE**

If the Employer has not given notice under paragraph 4, the Contractor may give notice to the Employer specifying the sum the Contractor considers to be or have been due at the payment due date in respect of the payment and the basis on which that sum is calculated (a "payment notice"). If the Contractor serves such a payment notice the final date for payment of the sum specified in that notice shall for all purposes be regarded as postponed by the same number of days after the date the Employer's payment notice should have been served under paragraph 4 that the Contractor's payment notice was given.

6. **NOTIFIED SUM**

6.1 In this Part 2 of Schedule 3 (Payments), "notified sum" means:

6.1.1 the sum referred to in a payment notice given under paragraph 4, or, if such notice is not given;

6.1.2 the sum referred to in a payment notice given under paragraph 5.

7. **PAY LESS NOTICE**

Not later than five (5) Business Days before the final date for payment, the Employer may give a notice to the Contractor specifying its intention to pay less than the notified sum. If given, such notice shall specify the sum that the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated (a "pay less notice").

8. **EMPLOYER TO PAY ON OR BEFORE FINAL DATE FOR PAYMENT**

Subject to paragraph 7, the Employer shall pay the notified sum on or before the final date for payment.

SCHEDULE 4

NOTICE TO PROCEED

[TO BE TYPED ON THE EMPLOYER'S HEADED PAPER]

To:

Name and address

[DATE]

[EMPLOYER'S REFERENCE]

Dear Sirs,

**Notice to Proceed Replacement Temporary Classroom Project At Frogwell Primary School,
Hullavington Primary School & Minety Primary School**

We refer to the pre-construction services agreement entered into between you [] and
Wiltshire Council on [DATE] (the "Pre-Construction Services Agreement").

In accordance with clause 8 of the Pre-Construction Services Agreement, we hereby give you Notice to
Proceed with the Works (as defined in the Pre-Construction Services Agreement) in accordance with the
Pre-Construction Services Agreement.

Please arrange for the enclosed documents to be executed and delivered to [PERSON] by return.

Yours faithfully

.....

Signed on behalf of Wiltshire Council

SCHEDULE 5

PROPOSED CONTRACT DOCUMENTS

Proposed form of contract for the construction works – JCT Intermediate form of Contract with Design including Wiltshire Council standard amendments.

Wiltshire Council standard amendments included for information

Contract to be executed by deed

Contract to be finalised during RIBA Stages 1 to 4

SCHEDULE 5

PROPOSED CONTRACT DOCUMENTS

WILTSHIRE COUNCIL ADDITIONAL CLAUSES

FREEDOM OF INFORMATION

1.1 The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Employer (at the Contractor's expense) to enable the Employer to comply with these information disclosure requirements.

1.2 The Contractor shall and shall procure that its sub-contractors shall:

1.2.1 transfer the Request for Information to the Employer as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

1.2.2 provide the Employer with a copy of all Information in its possession or power in the form that the Employer requires within five working days (or such other period as the Employer may specify) of the Employer requesting that Information; and

1.2.3 provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

1.3 The Employer shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

1.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and/or

1.3.2 is to be disclosed in response to a Request for Information.

1.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Employer.

1.5 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice ("Code") on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

1.5.1 without consulting with the Contractor; or

1.5.2 following consultation with the Contractor and having taken its views into account, provided always that where clause [1.5.2] applies the Employer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

1.6 The Contractor shall ensure that all Information produced in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.

1.7 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Employer may nevertheless be obliged to disclose Confidential Information in accordance with clause [1.5].

2. Publication of expenditure over £250

2.1 The Contractor hereby confirms that it:

2.1.1 understands that the Employer is required by the Government to publish details of all spending over £250, including details of contracts and tenders over £250; and

2.1.2 agrees that the Employer may therefore publish details (to the extent and in the manner required by the Government) of this agreement with the Contractor; and will comply with any reasonable request from the Contractor in order to assist the Employer in complying with its obligations in respect of this requirement.

3. Data Protection

3. Interpretation

3.1 In these supplementary terms the following words and phrases have the meanings given next to them:

3.1.1 **Agreement(s)** means such contractual agreements in force between the parties from time to time governing provision of the Supplies;

3.1.2 **Applicable EU Laws** the laws of any member of the European Union or the laws of the European Union applicable to the Provider;

3.1.3 **Business Day** means any day other than a Saturday, Sunday or a day which is a public holiday in the UK;

3.1.4 **Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Joint Controller, Process, Processing, and Supervisory Authority** (and their equivalent terms) have the meanings set out in the Data Protection Legislation;

3.1.5 **Data Protection Legislation** means GDPR, the Data Protection Act 2018 subject to Royal Assent to the extent that it relates to Processing and sharing of personal data and privacy, and all applicable laws and regulations relating to Processing and sharing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case, to the extent in force, and as such are updated, amended or replaced from time to time;

3.1.6 **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation);

3.1.7 **Party** means each of the Provider and the Council;

3.1.8 **Supplementary terms** means these “Supplementary Terms: General Data Protection Regulation”

3.2 In these supplementary terms unless the context means something different the following also apply:

3.2.1 references to the singular shall include the plural and vice-versa, and words importing the whole shall be treated as including a reference to any part;

3.2.2 any obligation on a person not to do something includes an obligation not to allow or agree to that thing being done; and

3.2.3 any references to “in writing” in these supplementary terms includes by post, by email exchange and acceptance online but not fax.

3.3 In interpreting the Data Protection Legislation the parties shall have regard to all guidance and codes of practice issued by the Supervisory Authority and any other body with regulatory authority in relation to the Processing.

3.4 Where any provision of these supplementary terms is incompatible with any term of the Agreement(s), these supplementary terms shall take precedence but only to the extent required to resolve the incompatibility. However, if the incompatibility is that the provision in question imposes a higher standard or obligation on the Provider than is applicable under these supplementary terms, then the higher standard or obligation shall continue to apply.

3.5 General undertaking to comply with Data Protection Legislation

3.5.1 Both parties will individually comply with all applicable requirements of the Data Protection Legislation in connection with the Supplies and the Agreement(s). This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

3.6 Provision of data protection contact details

3.6.1 Each party shall provide the other with the name and contact details of its data protection contact, who is responsible for data protection matters on a day-to-day basis as applicable to the Supplies and the Agreement(s).

3.7 Notices

3.7.1 Any notice required or authorised to be given by either party under these supplementary terms will be in writing and may be served by email to the other party's data protection contact.

3.7.2 Notices served under clause 3.7.1 shall be deemed served one hour after transmission or, if not sent on a Business Day, at 9:00 am on the next Business Day provided no failure message is received by the notifying party (for the avoidance of doubt an “out of office” message is not deemed to be a failure message).

3.8 Entire agreement

3.8.1 No provision of the Agreement(s) shall operate or be interpreted to exclude these supplementary terms, which the parties agree are legally binding on them in relation to the Agreement(s). Except as varied by these supplementary terms, the Agreement(s) shall otherwise continue in full force and effect.

3.9 General

3.9.1 These supplementary terms shall apply for the duration of the Agreement(s) and indefinitely after their expiry.

3.9.2 The Provider shall, and shall procure that all its relevant sub-contractors shall, enter into such further agreements relating to compliance with Data Protection Legislation as the Council may from time to time reasonably require.

3.10 Contract Performance

3.10.1 Both parties, insofar as performance of the Contract gives rise to obligations under the Schedule: "Information Sharing and network access protocol" to the Form of Agreement shall be compliant with the Data Protection Legislation in carrying out their duties.

3.10.2 Each party is individually responsible for notifying the other party should there be any additional requirements or amendments required to Schedule: Information Sharing and network access protocol" to the Form of Agreement and obtain the other party's formal consent prior to acting on such additional requirements or amendments.

3.10.3 Both parties shall ensure that it does nothing knowingly or negligently which places the other party in breach of the Data Protection Legislation.

Schedule: "Information Sharing and Network Access Protocol"

The deliverables under this Contract do not include the sharing of personal information as defined within Data Protection Legislation. Neither party shall share, or disclose any personal information or sensitive data with the other.

Both parties shall independently retain the role of Data Controller for their respective organisation.

Should a change in circumstances occur, the parties shall review the requirements and formally agree any changes required to this Schedule prior to such changes taking place.

4. Audit

4.1 During the Term and for a period of six (6) years after the Completion Date, the Employer may conduct or be subject to an audit for the following purposes:

4.1.1 to verify the accuracy of Contract Sum (and proposed or actual variations to it in accordance with the Agreement);

4.1.2 to review the integrity, confidentiality and security of any data relating to the Employer or any service users;

4.1.3 to review the Contractor's compliance with the Data Protection Legislation, the FOIA, in accordance with clause [3] and clause [1] and any other legislation applicable to the Works;

4.1.4 to review any records created during the provision of the Works;

4.1.5 to review any books of account kept by the Contractor in connection with the provision of the Works;

4.1.6 to carry out the audit and certification of the Employer's accounts.

4.2 Except where an audit is imposed on the Employer by a regulatory body, the Employer may not conduct an audit under this clause [4] more than once in any calendar year.

4.3 The Employer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Works.

4.4 Subject to the Employer's obligations of confidentiality, the Contractor shall on demand provide the Employer and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

4.4.1 all information requested by the above persons within the permitted scope of the audit;

4.4.2 reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Works; and

4.4.3 access to the Contractor's personnel.

4.5 The Employer shall endeavour to (but is not obliged to) provide at least 15 days notice of its or, where possible, a regulatory body's, intention to conduct an audit.

4.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Contractor in which case the Contractor shall reimburse the Employer for all the Employer's reasonable costs incurred in the course of the audit.

4.7 If an audit identifies that:

4.7.1 the Contractor has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Contractor's failure relates to a failure to provide any information to the Employer about the Contract Sum then the remedial plan shall include a requirement for the provision of all such information;

4.7.2 the Employer has overpaid any charges; the Contractor shall pay to the Employer the amount overpaid within thirty (30) days from the date of notice of the overpayment. The Employer may deduct the relevant amount from the Contract Sum if the Contractor fails to make this payment; and

4.7.3 the Employer has underpaid any Charges, the Employer shall pay to the Contractor the amount of the under-payment, less the cost of audit incurred by the Employer if this was due to a default by the Contractor in relation to invoicing within 30 days.

5. Prevention of Bribery

5.1 The Contractor:

5.1.1 shall not, and shall procure that any Contractor personnel shall not, in connection with this Agreement commit a Prohibited Act;

5.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Employer, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Employer before execution of this Agreement.

5.2 The Contractor shall:

5.2.1 if requested, provide the Employer with any reasonable assistance, at the Employer's reasonable cost, to enable the Employer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

5.2.2 within twenty (20) working days of the date of this Agreement, and annually thereafter, certify to the Employer in writing (such certification to be signed by an officer of the Contractor) compliance with this clause [5] by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Contractor shall provide such supporting evidence of compliance as the Employer may reasonably request.

5.3 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Employer) to prevent the Contractor or Contractor personnel from committing a Prohibited Act and shall enforce it where appropriate. Contractors should have an anti-bribery policy and provide a copy of the policy to the Employer at the Employer's reasonable request. Under the clause the Employer is not entitled to approve the anti-bribery policy.

5.4 If any breach of clause [5.1] is suspected or known, the Contractor must notify the Employer immediately.

5.5 If the Contractor notifies the Employer that it suspects or knows that there may be a breach of clause [5.1], the Contractor must respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit books, records and any other relevant documentation. This obligation shall continue for six (6) years following the expiry or termination of this Agreement.

5.6 The Employer may terminate this agreement by written notice with immediate effect if the Contractor or any Contractor personnel (whether or not acting with the Contractor's knowledge) breaches clause [5.1]. In determining whether to exercise the right of termination under this clause [5.6], the Employer shall give all due consideration, where appropriate, to action other than termination of this agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, sub-contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a sub-contractor) means and shall be construed as acting:

5.6.1 with the Employer; or,

5.6.2 with the actual knowledge; of any one or more of the directors of the Contractor or the sub-contractor (as the case may be); or

5.6.3 in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

5.7 Any notice of termination under clause [5.6] must specify:

5.7.1 the nature of the Prohibited Act;

5.7.2 the identity of the party whom the Employer believes has committed the Prohibited Act; and

5.7.3 the date on which this Agreement will terminate.

5.8 Any dispute relating to:

5.8.1 the interpretation of clause [5], or

5.8.2 the amount or value of any gift, consideration or commission;

shall be determined by the Employer and its decision shall be final and conclusive.

5.9 Any termination under clause [5.6] will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Employer.

6. Publicity

6.1 The Contractor acknowledges that the Employer may use the Contractor's name and/or logo in its own marketing and/or publicity materials. The Contractor warrants that use by the Employer of the Contractor's name and/or logo will not breach or infringe any third party Intellectual Property right (including without limitation trade mark rights or copyrights).

6.2 The Contractor shall not use the Employer's name and/or logo (as may be updated from time to time) in any format for any promotion, publicity, marketing or advertising purpose without the prior written consent of the Employer EXCEPT where any marketing material is produced for or by the Contractor in respect of the Works where it is reasonable to do so.

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Employer which is not in the public domain or may reasonably be considered to affect the Employer's reputation without the prior written consent of the Employer, such consent not to be unreasonably withheld or delayed.

6.4 Where an Announcement is required to be made by the Contractor by law or by any governmental or regulatory authority, or by any court or other authority of competent jurisdiction, the Contractor shall immediately notify the Employer and make all reasonable attempts to agree the contents of the Announcement before it is made.

6.5 The Provider must promptly notify the Employer if it becomes aware of any issue which could reasonably be considered to affect the Employer's reputation.

6.6 The Provider must immediately notify the Employer of any breach of this clause [6]

6.7 For the purposes of any notification and consent required in this clause [6] from the Employer, the Contractor should contact Wiltshire Council's Communications Team on: 01225 713115/6 or if out of normal working hours, the out of hours service on 07747007340.

7. Assignment

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Clause 7.1.1 On the occurrence of the school converting to academy status the Contractor shall, at the request of the Employer, enter into a novation agreement to novate this contract to the Academy at any time following practical completion.

APPENDICES

APPENDIX 1 – MASTER PROGRAMME

Agreed master programme to be included