

APPENDIX 1



PfS Contractors Framework

**The Crest Girls' Academy
The Crest Boys' Academy**

Outline Business Case

Template

February 2010

Document Control

PfS and its advisers accept no liability whatsoever for any expense, liability, loss, claim or proceedings arising from reliance placed upon this **Template Document for the Outline Business Case**.

| Document Properties | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Document Owner | Academies Director |
| Organisation | Partnerships for Schools |
| Title | PfS Contractors Framework Template Document Outline Business Case |
| Abstract | |
| <p>This document provides guidance for the development of the Outline Business Case (OBC) for Academy Schemes being procured through the Partnerships for Schools (PfS) Contractors Framework.</p> <p>For Academy Schemes being procured through Building Schools for the Future, the Local Authority (LA) should contact their PfS Project Director for guidance. For local BSF programmes of Primary Capital Programme schemes being delivered through the PfS Contractors Framework, separate OBC guidance is available for use and LAs should contact their PfS Project Director for further information.</p> <p>The document outlines the requirements for submitting the OBC, which should set out the options appraisal, cost estimates, affordability assessment and procurement strategy for the school(s) in sufficient detail to allow capital funding to be confirmed and gain approval to proceed with the delivery of the school(s) via the PfS Contractors Framework.</p> | |

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Notes

1. **Submission of OBC** – All appendices should be separated from the main body of the OBC, must be named as indicated below and sent on a CD with the main body of the OBC for formal submission.
 - *[] Academy - Appendix 1C – Letter of Support from LA*

EXECUTIVE SUMMARY

Introduction

The document outlines the options appraisal, cost estimates, affordability assessment and procurement strategy for the school(s) in sufficient detail to allow capital funding to be confirmed and gain approval to proceed with the delivery of the academies/school(s) via the PfS Contractors Framework.

Drafting Note: The summaries from each section within the OBC document should be brought forward and provided under each of the headings below as indicated.

Overview and Commitment

Section 1 and **Appendix 1** of this OBC describe the Scheme and confirm the commitment of all parties to the procurement process.

The Local Authority has confirmed that the Scheme fits with its local priorities.

The Scheme involves * school(s)

The Education Brief, including the curriculum model and accommodation schedule, has been developed and signed off by the Project Steering Group (PSG) and by the Department for Children, Schools and Families (DCSF). The accommodation schedule details a total area that is within the BB98 gross internal floor area stated in the Funding Allocation Model (FAM).

The Sponsor/Academy Trust and LA confirm their commitment to working together to procure the design and construction of the new Academy using the PfS Contractors Framework and confirm that they will follow established PfS procedures and utilise the standard suite of documents for procurement.

The Sponsor/Academy Trust has signed the Funding Agreement OR DCSF has endorsed the project to progress into procurement and engage with the Contractors Framework Panel Members.

Procurement Strategy

Section 2 and **Appendix 2** of this OBC describe the details of the Scheme being put to the market.

Design and Construction

Section 3 and **Appendix 3** of this OBC describe the site options appraisal undertaken for the building design and construction.

ICT

Section 4 and **Appendix 4** of this OBC provide an overview of the ICT Vision and the proposed delivery approach for the ICT provision. It encapsulates the preferred delivery method and validates the rationale for that choice, including how the service is intended to integrate with the wider LA provision.

Facilities Management

Section 5 and **Appendix 5** of this OBC detail the proposals for the provision of Life Cycle and Hard FM, as well as an indication of the costs for Soft FM and Utilities.

Affordability

Section 6 and **Appendix 6** of this OBC describes the affordability position for the whole Scheme.

Readiness to Deliver

Section 7 and **Appendix 7** of the OBC sets out the LA's project management structure and identifies the roles and responsibilities of each part of the structure. The key members of the team and the external advisers are named and information is provided on their skills, experience and time commitment to the project. This section also sets out the approved budgets (including consultant advisory fees), risk strategy, market interest and the delegated authorities given to a named senior officer within the key stakeholders.

Moving Forward

Section 8 and **Appendix 8 of this OBC** includes the benchmarking data collected at this OBC stage and confirmation that the documents required for the procurement process have been developed.

APPENDIX 2

Local Authority

[]
Project Director
Partnerships for Schools
33 Greycoat Street
London
SW1P 2QF

Dear Sirs,

[] Academy

[] Local Authority is pleased to submit the Outline Business Case for the [] Academy. We provide this letter as a supporting document to the Outline Business Case.

The Local Authority can confirm its commitment to working with the Academy Trust to procure the design and construction of the new Academy using the PfS Contractors Framework.

We believe that we have fully engaged with the Sponsor/Academy Trust to develop the Outline Business Case and that the concept designs support the education vision developed by the Sponsor/Academy Trust.

The Local Authority has signed the Memorandum of Understanding and Confidentiality Agreement and confirms that it will follow established PfS procedures and utilise the standard suite of documents for procurement. This includes the use of the Contractors Framework Development Agreement and Design and Build Contracts. We have satisfied ourselves with the terms and conditions within these documents.

If you have any further queries or points of clarification, please do not hesitate to contact [Local Authority Project Director] on []. Otherwise we look forward to the approval of the OBC and to moving into the procurement stage of the project.

Yours faithfully

[]

Director of Children's Services

APPENDIX 3

This **MEMORANDUM OF UNDERSTANDING** is made on

BETWEEN:

- (1) **Partnerships for Schools Limited** (company registered number 04650964) of 33 Greycoat Street, London SW1P 2QF (“PfS”); and
- (2) **[Framework User]** of ♦ **(Address of Framework User)** (the “Framework User”);

BACKGROUND

- A. Partnerships for Schools (PfS) is the non-departmental body established by the Department for Children, Schools and Families (**DCSF**) to implement the “Building School for the Future” (**BSF**) programme (the **BSF Programme**) which includes the Academy delivery programme.
- B. In 2006, PfS established a national framework for building contractors as part of the BSF Programme, under which local authorities could procure the construction of new educational facilities (“the 2006 Framework”). Although the term of the 2006 Framework expires 31 December 2010 it is likely to hit its capital ceiling at least a year earlier.
- C. On 10 March 2009 PfS procured the publication of a Contract Notice in the Official Journal of the European Union under reference 2009-S47 – 068168 the purpose of which was to procure for the benefit of Framework Users a framework arrangement to be operated across two sectors (North and South) in England (“the Contractors’ Framework”). Selected building contractors will be appointed to one or both of these frameworks. 12 Contractors have now been appointed to the Sector North Contractors’ Framework and 12 Contractors have been appointed to the Sector South Contractors’ Framework. Sector North comprises the North West, North East, Yorkshire and the Humber, East Midlands, West Midlands. Sector South comprises East of England, South East, South West, London. The Contractors’ Framework will run for four years from November 2009.
- D. The Contractors’ Framework may be used to deliver Academies, non-LEP BSF schemes, wider educational and related community facilities and 0-19 education facilities.
- E. [The Framework User has entered into this Memorandum of Understanding pursuant to its powers contained in section 2 of the Local Government Act 2000, section 14 of the Education Act 1996, section 22 of the Schools Standards and Framework Act 1998 and section 111 of the Local Government Act 1972 in order to enable

investment in certain educational services and facilities for which it is responsible.^{1]}

F. This Memorandum of Understanding aims to establish the parties' respective obligations and commitments to each other and to the BSF Programme at a national and local level. It is not intended to be legally binding except as specifically set out below.

1. Interpretation

1.1. In this Memorandum of Understanding the following expressions have the following meaning:

| | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “ <i>insert name of Academy Company</i> ” | means the company registered in England and Wales under registered number [•] and having its registered office at [•]; |
| “Academy” | means [insert name of Academy to be built] which is to be constructed pursuant to a Design and Build Contract and for which [insert name of Academy Company] is to then be responsible for running; |
| “Design and Build Contract” | means the Design and Build Contracts as set out in Parts 1 and 2 of Schedule 3 of the Framework Agreement; |
| “Development Agreement” | means the agreement to be entered into between the Authority and [<i>insert name of Academy Company</i>] in respect of the Design and Build Contract and the Academy;] ² |
| “DCSF” | means the Department for Children, Schools and Families; |
| “Framework Agreement” | means the agreements dated [] and entered into between PfS and the Panel Members and procured pursuant to a notice published on 10 March 2009 in the Official Journal of the European Union under reference 2009-S47-068168; |
| “Future Schools Agreement” | means the agreement set out in template form in Part 3 of Schedule 3 of the Framework Agreement; |

¹ This paragraph will need to be amended as appropriate depending on the status of the Framework User

² This definition will not be required where the Framework User is the Academy itself

| | |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Local Competition” | means the competition process through which a Framework User selects a Panel Member from the appropriate Sector for a Scheme |
| “Panel Members” | means the following contractors in Sector South (South and London): Apollo Property Services Balfour Beatty Construction Limited BAM Construction Limited Bovis Lend Lease Limited Carillion Construction Limited Interserve Project Services Limited JB Leadbitter & Co Limited Kier Regional Limited Rydon Group Limited Sir Robert McAlpine Limited Wates Construction Limited Willmott Dixon Construction Limited |
| “Restricted Procedure” | Means the Restricted Procedure as set out in the Public Contracts Regulations 2006. |

2. The Contractors’ Framework

- 2.1. As part of the Building Schools for the Future initiative, Partnerships for Schools Limited (PfS) have set up a Contractors’ Framework (operating in two Sectors: North and South of England) for building contractors under which Framework Users can procure the construction of new educational facilities which are likely to include academies, non-LEP BSF schemes, wider educational and related community facilities and 0-19 education facilities. This initiative, which seeks to augment and support the core Building Schools for the Future programme, will be used to construct specific, targeted, school and other educational and related community projects over the next four years.
- 2.2. As a result of the ongoing success of the BSF programme, the DCSF has integrated the existing Academy delivery programme within BSF which will enhance its control over capital investment and improve delivery capacity to achieve demanding targets associated with the programme. PfS will assist in the delivery of the capital investment associated with the programme in three key areas:
- 2.2.1. the procurement of Academies through established partnerships which have been set up under the BSF programme; and
 - 2.2.2. the development of the framework for Academy projects which are required before BSF partnerships have been established in a particular Framework User area;
 - 2.2.3. the procurement of non-LEP BSF programmes where the use of the Contractors’ Framework has been approved by PfS

2.3. The overarching efficiencies required through the Contractors' Framework will be as follows:

2.3.1. meeting high quality, sustainable, design and construction standards which are consistent with the Building Schools for the Future programme (as described by the relevant Building Bulletins published by DCSF).

2.3.2. providing value for money including:

2.3.2.1. optimising the whole life cost of facilities consistent with the costs of BSF projects;

2.3.2.2. contributing towards Gershon targets for efficiency;

2.3.2.3. delivering buildings on time to meet the opening target dates for the individual schools/Academies.

2.3.3. ensuring delivery in accordance with the Office of Government Commerce (OGC) "Common Minimum Standards for the Procurement of Works in the Built Environment by Local Authorities in England".

3. Approach to the Contractors' Framework

3.1 PfS has produced the following suite of documentation to enable effective and lawful use of the framework arrangements:

3.1.1. Outline Business Case Guidance

3.1.2. Final Business Case Guidance

3.1.3. Development Agreement

3.1.4. Guidance for Framework Users on Local Competitions

3.1.5. Future Schools Agreement

3.1.6. Design and Build Contracts

3.1.7. Template Preliminary Invitation to Tender for Local Competitions

3.1.8. Template Invitation to Tender for Local Competitions

3.1.9. Confidentiality Agreement

3.2. The procurement of the Framework Agreements was carried out under the OJEU Restricted Procedure. As part of this process, Panel Members were required to accept the terms of the Design and Build contracts and Future Schools Agreement. It is essential to the lawful use of the Contractors' Framework that the Authority does not amend

the Design and Build Contracts or Future Schools Agreement other than for project specific reasons and where indicated in the relevant document.

- 3.3. The Panel Members are only obliged to respond to PfS Approved Schemes under the Contractors' Framework, being those published on the BSF Community website.

4. The Role of the Authority

4.1. The Authority is the principal contracting authority under the Design and Build Contract and will be the primary driver in the successful and timely delivery of the Academy or the non-LEP BSF programme (as the case may be).

4.2. PfS and the Authority acknowledge the Authority's key role set out at paragraph 4.1 and the Authority agrees and commits to the following principles:

- 4.2.1. to keep all commercially sensitive information relating to the pricing and costs data of any shortlisted Panel Members as well as the provision of the Design and Build Contracts confidential;
- 4.2.2. to comply with the Guidance for Framework Users on Local Competitions;
- 4.2.3. to use the Contractors' Framework only in accordance with PfS' instructions and in accordance with guidance documents published by PfS from time to time;
- 4.2.4. [to enter into the Development Agreement;]³
- 4.2.5. not to enter into a Design and Build Contract or a Future Schools Agreement with any Panel Member without the consent of PfS;
- 4.2.6. not to amend the Design and Build Contract or the Future Schools Agreement used for the Academy or non-LEP BSF programme other than as specifically permitted by the Design and Build Contract or the Future Schools Agreement and without the consent of PfS; and
- 4.2.7. to provide PfS with access to all information relating to the Local Competition in respect of and the design and construction of the Academy or the non-LEP BSF programme where the Contractors' Framework is used to deliver the non-LEP BSF programme.

³ This will not be required where the Framework User is the Academy itself.

5. The Role of PfS

5.1. PfS is the delivery vehicle to achieve the delivery objectives of the Academy programme, non-LEP BSF programme and other schemes procured under the Contractors' Framework.

5.2. PfS has 4 key roles in relation to the Academy Programme, non-LEP BSF programme and other schemes procured under the Contractors' Framework:

5.2.1. Programme Manager: PfS has a central role as a programme manager allocating funding to projects. Interaction with the Authority in respect of this function includes determining the appropriate allocation of funding based on agreed benchmarks and assisting in determination of value for money solutions and quantification of abnormal costs.

5.2.2. Project Management: PfS will allocate a dedicated project management professional to the Framework User to monitor performance against the agreed project plan, ensure key stakeholders are supported and kept informed and enable effective project governance.

5.2.3. Policeman: A prime rationale for the establishment of BSF is the efficiencies of scale that can be achieved through the development and use where possible of standardised contracts and bidding documents. In order to achieve these efficiencies, PfS will enforce the use of standard documentation and, in relation to the Design and Build Contracts, will require that these are amended for use only so far as is explicitly permitted in those contracts to ensure compliance with the Restricted Procedure.

5.2.4. Benchmarking and Performance Management: A key part of the framework delivery solution is the ability to deliver value for money against nationally prepared benchmarks. PfS' role is to collect, normalise and manage such cost data which will be supplied to Framework Users in respect of future Academy and non-LEP BSF schemes and projects.

5.3. The Authority and PfS acknowledge PfS's key roles set out at paragraphs 5.1 – 5.2 and PfS agrees and commits to the following actions and principles:

5.3.1. where an Academy or non-LEP BSF programme is being procured under the Contractors' Framework, allocate a Project Director to support and oversee the procurement of the Academy of non-LEP BSF programme by the Authority. In the case of PfS Approved Schemes that are published on the BSF Community Website other than Academies or non-LEP BSF programmes, levels of support will be agreed on an individual basis

- 5.3.2. provide guidance as appropriate;
- 5.3.3. provide commercial support and guidance in the use of the Contractors' Framework documentation;
- 5.3.4. share relevant framework information to enable the Authority to make informed decisions; and
- 5.3.5. allocate funding for the Academy and non-LEP BSF programmes including quantifying and agreeing funding for abnormals.

6. Confidentiality

This Memorandum of Understanding is confidential to the parties and their advisers. This paragraph is legally binding.

7. Governing Law and Jurisdiction

This Memorandum of Understanding shall be governed by and construed in all respects in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this memorandum of understanding. This paragraph is legally binding.

8. Costs and Expenses

Each party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this memorandum of understanding. This paragraph is legally binding.

9. No Partnership or Agency

9.1. This paragraph is legally binding.

9.2. Nothing in this memorandum of understanding shall be construed as creating a partnership.

9.3. No party shall be deemed to be an agent of any other party and no party shall hold itself out as having authority or power to bind any other party in any way.

Signed on behalf of PfS by:

**Signed on behalf of the Authority
by:**

Chief Executive

Chief Executive

APPENDIX 4

[]
Local Authority

[]
Project Director
Partnerships for Schools
33 Greycoat Street
London
SW1P 3QF

Dear Sirs.

Affordability statement concerning [] Academy

As the nominated Section 151 Officer [] Local Authority, I confirm that an affordability position has been established with which the Local Authority is comfortable, as the Contracting Authority for the [] Academy.

I can confirm that all key aspects of the procurement and affordability of the Academy building project have been reported to the Local Authority's Cabinet.

The Local Authority has approved the procurement strategy through the Partnerships for Schools (PfS) Contractors Framework and authority has been delegated to [] to complete the OBC submission to PfS and, upon approval, to commence procurement via the PfS Contractors Framework.

The Local Authority has also agreed that it will manage the project within the funding cap of £***, set by PfS and the Department for Children, Schools and Families (DCSF). The Local Authority has conducted options appraisals for the site to demonstrate that the scheme is affordable within this sum. The Sponsor/Academy Trust has been fully involved in the feasibility study and development of the Outline Business Case. The Local Authority will draw down [] from the above sum for project support funding and this was taken into consideration as part of the options appraisal.

The Local Authority can confirm that it will provide [] towards the capital funding for the Academy and that it expects the remaining balance of [] to be provided by the DCSF.

The Local Authority will use the Design and Build [] Contract. The Design and Build Contract works on the basis of payment for achievement of predefined milestones. The milestones (activities and associated sums) will be agreed before the contract is signed and the Contractor will be paid when the milestones are completed.

The Local Authority will agree with PfS the payments to be made for each financial year over which construction takes place. The Local Authority

confirms that it will have sufficient funds to meet its contractual commitment to the Contractor at each of these milestones.

The Local Authority confirms that it will not seek further funding, save for matters pertaining to the contract beyond its control.

Yours faithfully,

[]
Section 151 Officer

APPENDIX 7

| Project | Title/Description | Causes | Consequences | Risk Owner | Category | Probability 1 - 5 | Impact 1 - 5 | Total | Risk Rating | Movement from each meeting | Next Review Date | Action By | Management Strategy / Progress |
|---------|-------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------|-------------------|--------------|-------|-------------|----------------------------|------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------|
| 1 | All | Phasing of scheme not deliverable/ impacts on continuity of education. | Feasibility option not robust enough | Delays in completion and additional costs | LA | | 2 | 5 | 10 | Medium | ▶◀ | | Thoroughly test feasibility option through ITT stage |
| 2 | All | 2nd school access point off of Dollis Hill Lane | Additional new access off of Dollis Hill Lane may not be popular with local residents so planning risk and also cost risk | Could delay planning approval and jeopardise the school design | Brent/ Mace | | 3 | 3 | 9 | Medium | ▶◀ | | Detailed consultation required with local residents and planning authority |
| 3 | All | Buildings not opening on time | delays to the construction process and overall programme | Delays / disruption and reputation loss impact on recruitment and raising standards | LA | | 4 | 5 | 20 | High | ▶◀ | | Ensure overall programme is consistent and all key milestones are met to ensure successful delivery. |
| 4 | All | The project does not fund the aspirations of the sponsor and school and the LA | Reduced PFS rates Additional funding not secured for Children's centre, Brent Refugee Project etc | The reduced PFS rates may result in a reduced build quality and quantum of provision and extended provision | LA/Sp onsor | | 3 | 2 | 6 | Low | ▶◀ | | Ensure all aspirations are captured in the authority requirements and investigate additional funding streams |
| 5 | All | Delays in planning | Not receiving approval to proceed with works | Delays to the overall programme / dilution of the preferred scheme | LA | | 3 | 3 | 9 | Medium | ▶◀ | | Ensure planners are engaged from the outset and are kept informed of all activities throughout the entire duration of the process. |

| Project | Title/Description | Causes | Consequences | Risk Owner | Category | Probability 1 - 5 | Impact 1 - 5 | Total | Risk Rating | Movement from each meeting | Next Review Date | Action By | Management Strategy / Progress |
|---------|-------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------|-------------------|--------------|-------|-------------|----------------------------|------------------|-----------|---------------------------------------------------------------------------------------------------|
| 3 | All | Insufficient Internal resources within Brent Council to support the project | Lack of required internal personnel | Results in delays to the programme | LA | 2 | 5 | 10 | Medium | ▶◀ | | | Ensure Brent Council have the required resources required for the entire project duration |
| 7 | All | Delays in decision making Failure of key decision makers to make decisions on time | Lack of clear decision makers within the Council Failure to identify in advance key decisions to be made | Delays in PfS approval process and overall programme | Brent | 3 | 3 | 9 | Medium | ▶◀ | | | Ensure an appropriate governance structure is put in place to manage the project |
| 3 | All | ICT interface between infrastructure and hardware procurement | ICT infrastructure package let separately from the hardware package | Infrastructure not being able to adequately support ICT hardware | LA/EACT | 3 | 5 | 15 | Medium | ▶◀ | | | Ensure co-ordination between the procurement of the two packages through the strategic ICT group. |
| 3 | | Planning condition after OBC causes additional costs | Consultation with third parties at planning application stage raises new issues | Additional funding will need to be found | LA | 3 | 4 | 12 | Medium | ▶◀ | | | Emerging option fully discussed with Brent Planners |
| 0 | | ITT not producing enough bidders | project poorly presented/market conditions | bid process doesn't deliver best value | LA | 2 | 3 | 6 | Low | ▶◀ | | | Soft market testing. Bidders Day |

| Project | Title/Description | Causes | Consequences | Risk Owner | Category | Probability 1 - 5 | Impact 1 - 5 | Total | Risk Rating | Movement from each meeting | Next Review Date | Action By | Management Strategy / Progress |
|---------|-------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------|-------------------|--------------|-------|-------------|----------------------------|------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | All | Lack community consultation | Lack of engagement between project team and local community | Delays to receiving planning approval and impacts on relationship between schools and its community | LA | | 2 | 5 | 10 | Medium | ▶◀ | | Ensure thorough consultation with the local residents and parents |
| 2 | All | Brief and project scope being incorrect | Time to find a clear understanding of the vision | Delays to ITT process and overall programme / building not fit for purpose | LA /EACT | | 2 | 5 | 10 | Medium | ▶◀ | | Ensure LA, sponsors and stakeholders confer, agree and finalise project brief |
| 3 | All | Carbon funding - Biomass boiler see as an eco-friendly solution | Biomass boiler perceived to reduce the carbon footprint of the building and required to meet the carbon reduction funding targets | Biomass boiler not used due to difficulties with getting fuel | TA | | 1 | 2 | 2 | Low | ▶◀ | | Identify other suitable eco-friendly solutions |
| 4 | All | Lack of sports provision off site to enable PE curriculum to be delivered | Space constraints Suitable access to Galdstone Park not achieved | School will have insufficient sports facilities on site and will not be able to deliver the full PE curriculum | LA /EACT | | 2 | 5 | 10 | Medium | ▶◀ | | Discuss and confirm option of using the existing Gladstone Park facility to ensure sufficient sports provision is in place. |
| 5 | All | Lack of visibility of building to road | Existing parking facility located at the entrance / poor design | Building fails to deliver a welcoming embracing feeling to the local community | Arch | | 2 | 5 | 10 | Medium | ▶◀ | | Ensure that the form of the new building and location of the new buildings is thoroughly examined to ensure clear visibility. Entrance will need to be enhanced by removing the car parking area. |

| Project | Title/Description | Causes | Consequences | Risk Owner | Category | Probability 1 - 5 | Impact 1 - 5 | Total | Risk Rating | Movement from each meeting | Next Review Date | Action By | Management Strategy / Progress |
|---------|-------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------|-------------------|--------------|-------|-------------|----------------------------|------------------|-----------|-----------------------------------------------------------------------------------------------------------------------|
| 6 | All | Continuity of education provision - standards and attainment | Lack of required area for current academic provision and noise and dust from construction work | Drop in current education standards due to temporary accommodation not being adequate | LA | | 3 | 3 | 9 | Medium | ▶◀ | | Ensure temporary accommodation is sufficient and well designed to ensure education is not compromised |
| 7 | All | Abnormal costs exceed agreed funding | Rising site and abnormal costs | Funding will not be increased resulting in a compromise to the master plan to ensure total budget is not exceeded | LA | | 3 | 3 | 9 | Medium | ▶◀ | | Ensure all abnormalities are identified and reviewed in significant detail to ensure costs can be effectively managed |
| 8 | All | Funding shortfall due to inflation indices rising between OBC and financial close | Uncertainty of economy | Reduced scope of works for the project due to inflationary pressure | LA | | 2 | 2 | 4 | Low | ▶◀ | | Review with PFS if and when this happens |
| 9 | All | Change in government | General election taking place in 2010 | Delays to the overall programme / risk to the project if it has not reached financial close | LA | | 3 | 3 | 9 | Medium | ▶◀ | | Monitor any changes post election that will impact on the funding of the scheme low risk if OBC signed pre-election |
| 10 | All | Underground river | Impact from any future potential flooding | Increased cost to the project of diverting the river | LA | | 3 | 3 | 9 | Medium | ▶◀ | | Flood risk assessment to be carried out to quantify the risk |

| Project | Title/Description | Causes | Consequences | Risk Owner | Category | Probability 1 - 5 | Impact 1 - 5 | Total | Risk Rating | Movement from each meeting | Next Review Date | Action By | Management Strategy / Progress |
|---------|-------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------|-------------------|--------------|-------|-------------|----------------------------|------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | All | Building not designed to be low carbon | Low carbon initiatives in line with current regulations not being adopted in the design | New buildings not being eco-friendly and having high maintenance costs in the long term. | Design Team | | 2 | 4 | 8 | Low | ▶◀ | | Ensure low carbon/ eco-friendly initiatives are adopted in the design of the buildings in line with BREAM |
| 2 | All | Supplies to the site | Lack of clear access to and from the site | Inability to deliver supplies to and from the site efficiently causing delays and a health and safety risk | Design Team | | 3 | 2 | 6 | Low | ▶◀ | | To identify clear access routes that will enable the delivery of necessary supplies to and from the site in a safe manner |
| 3 | All | BREAM not achieving excellent | BREAM scores not being achieved due to the lack of low energy initiatives not being adopted in the design. | New building failing to meet required energy standards set out by the Government and LA | Design Team | | 3 | 3 | 9 | Medium | ▶◀ | | To set up regular meetings with the BREAM assessor and review the design options prior to financial close |
| 4 | All | Mobile phone masts | Legal contracts in place with organisations | Delays to the construction process | LA | | 2 | 5 | 10 | Medium | ▶◀ | | Engage the relevant organisations to ensure any removals are arranged and carried out in line with the construction programme. |
| 5 | All | Certificate of Title | Property searches not completed on time | Delays to the start of works | LA | | 1 | 3 | 3 | Low | ▶◀ | | Brent legal to ensure all searches are undertaken and a clear certificate of title available boys land is registered title deeds for girls currently awaited |

| Project | Title/Description | Causes | Consequences | Risk Owner | Category | Probability 1 - 5 | Impact 1 - 5 | Total | Risk Rating | Movement from each meeting | Next Review Date | Action By | Management Strategy / Progress |
|---------|-------------------|-------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------|----------|-------------------|--------------|-------|-------------|----------------------------|------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------|
| 6 | All | Right of way | Public right of way across the site | Impact on the design causing delays and dilution of the design | LA | | 1 | 3 | 3 | Low | ▶◀ | | Brent legal to check for any rights of way across the site |
| 7 | All | Dilution of the FFE budget | FFE Budget being eroded to fund building works | Lack of required funds for necessary FFE | LA/EACT | | 3 | 4 | 12 | Medium | ▶◀ | | Ring fence FFE budget from the rest of the building budget |
| 8 | | Risk of delay due to Judicial review of planning submission | Judicial review | Delay to the start of construction works | LA | | 1 | 5 | 5 | Low | ▶◀ | | Make sure LBB details each stage of the planning process to ensure all elements are appropriately addressed. |
| 9 | | Existing temps not suitable to move | Age and condition of current temporary accommodation | temps not located suitably and on time to ensure continuity of ed/H&S and additional cost | LA | | 3 | 4 | 12 | Medium | ▶◀ | | During PB stage undertake a detailed survey of the condition of the temps and allow a contingency for hiring additional temps |

| | |
|-------------------------|--------------------|
| Working Movement | |
| ▼ | Moved down in risk |
| ◀ | Stayed the same |
| ▲ | Moved up in risk |
| Risk Rating | |
| Low | Green |
| Medium | Amber |
| High | Red |

APPENDIX 8

Glossary of Terms

| | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BB98 | Building Bulletin 98 is a DCSF publication that sets out area guidelines for secondary school buildings. |
| BECTA | Becta is a UK agency which supports the DCSF in its strategic ICT developments. Becta provides strategic leadership in the innovative and effective use of ICT to enable the transformation of learning, teaching and educational organisations for the benefit of every learner. |
| BREEAM | British Research Establishment Environmental Assessment Method BREEAM assesses the performance of buildings in the following areas; management; energy use; health and well-being; pollution; transport; land use; materials; and water. |
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| CABE | Commission for Architecture and the Built Environment CABE champions well designed buildings and public space, through public campaigns and the provision of expert advice. |
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| D&B | Design and Build The arrangements in which a single contractor will be responsible for both the design and construction of the building project. |
| DQI | Design Quality Indicator The DQI is a tool to assist with the briefing, development and evaluation stages of a project. |
| EOI | Expression of Interest The EOI outlines the proposed vision for an Academy, including information on its ethos, specialism, proposed size, age range etc. |
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| FAM | Funding Allocation Model PfS provides the LA a funding envelope for the schools. The envelope is calculated using the FAM. |

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| FBC | <p>Final Business Case</p> <p>The FBC is prepared after a preferred bidder is selected and confirms that the project is affordable, proper management arrangements are in place, and the main contractual terms. On approval, the DCSF will release funds for the building project.</p> |
| ITT | <p>Invitation to Tender</p> <p>Tender documents are issued to the two Panel Members (contractors) who have been shortlisted following the PITT process.</p> |
| KPI | <p>Key Performance Indicator</p> <p>The KPIs will measure the ongoing performance of the framework contractors.</p> |
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| OBC | <p>Outline Business Case</p> <p>The OBC is prepared before starting procurement. It sets out the options for a project, cost and affordability estimates, management arrangements and confirms support for the project. Procurement cannot start until the OBC is approved by DCSF.</p> |
| PITT | <p>Preliminary Invitation to Tender</p> <p>Once OBC has been approved then the LA issues draft tender documents to Panel Members (contractors) with an invitation to take part in the Local Competition.</p> |
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| SfC | <p>Strategy for Change</p> <p>The Strategy for Change (SfC) is designed to capture both the local authority's strategy for secondary education and the requirements that strategy places upon the physical school estate.</p> |