

Report of the Head of Programme (Technical) (PPPU)

Report to the Director of Childrens and Families

Date: 16th May 2017

Subject: Decision Report on the Iveson Primary School Expansion Scheme – Pre-Construction Agreement



Scheme Number: 32450 /IVE/ 000

Are specific electoral Wards affected? If relevant, name(s) of Ward(s): Weetwood	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are there implications for equality and diversity and cohesion and integration?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the decision eligible for Call-In?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information? If relevant, Access to Information Procedure Rule number:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Summary of main issues

1. As a consequence of the increasing birth rate in Leeds, it is necessary to expand Iveson Primary School as part of the City Council's Learning Places Programme, which aims to ensure its statutory duties are met with respect to ensuring a school place for every child within the city.
2. The school will expand from a 1.5 Form Entry to a 2 Form Entry primary school, increasing pupil numbers by an additional 105 places, as approved by Executive Board in December 2015. The expansion is planned to be available from September 2018.
3. The school has already increased its roll starting at reception level from 1.5FE to 2FE with effect from September 2016 (bulge in the first instance with no additional accommodation required).
4. There is also a potential addition of an Area Inclusion Partnership (AIP) provision for up to 20 pupils subject to colleagues in the North West Leeds Area Inclusion Partnership (AIP) securing funding, The AIP is not being funded using basic need funds.
5. Due to the complex nature of the Iveson Primary School site, there is a need to undertake work during the summer 2017 break. The works needed to support the

expansion will happen over two phases and there will be two separate design and build contracts covering each phase.

6. Through a direct selection process using the YORbuild2 framework, Henry Boot Construction Limited has been engaged as designer and contractor to work on the project, which is currently in RIBA Stage 2 - Concept design.
7. Approval is required for a Pre-Construction Agreement so that the Council has an appropriate contractual position and partnership working arrangement with Henry Boot Construction Limited. The agreement will provide the contractor with stage payments and assurance that they will be reimbursed for costs incurred for surveys and fees incurred should the scheme be cancelled, and provide the Council with assurance of agreed fixed design fees for work prior to the main contract.
8. As a consequence of working to compressed timescales because of the need to carry out work during the summer holidays, Henry Boot's team are unable to provide details of the costs associated with working to Stage 3 at this time. However, these will be available before the PCA is signed but will not exceed £200,000. In the event that they exceed the stated maximum amount, a detailed breakdown will be provided and further approval will be sought.
9. Henry Boot's team are currently developing detailed designs and recently presented their concept design, which was positively received by the Principal Development Officer in the Built Environment Team, colleagues in PPPU as well as the School's leadership team.

Recommendations

10. The Director of Childrens and Families is requested to approve:
 - entry into a Pre-Construction Agreement with Henry Boot Construction Limited to cover the pre-construction design fees (up to the end of RIBA Stage 3 – Developed Design) which will not exceed £200,000.
 - that in the event of the Council cancelling the scheme between Stages 3 and 4 (Contract Award and Proceed to Construction), Stage 4 fees may also be payable. If the scheme is not cancelled these Stage 4 fees are payable on Contract Award.

11. Purpose of this Report

11.5 The purpose of this report is to approve:

- entry into a Pre-Construction Agreement with Henry Boot Construction Limited to cover the pre-construction design fees (up to the end of Stage 3) due to be paid on successful approval of the detailed design by the Council supported by their technical advisors, NPS. The maximum cost will not exceed £200,000.
- that in the event of the Council cancelling the scheme between Stages 3 and 4 (Contract Award and Proceed to Construction), Stage 4 fees may also be payable. If the scheme is not cancelled then costs for undertaking Stage 4 fees are payable on Contract Award.

12. Background Information

12.5 As a consequence of the increasing birth rate in Leeds, it is necessary to expand Iveson Primary School as part of the City Council's Learning Places Programme, which aims to ensure its statutory duties are met with respect to ensuring a school place for every child within the city.

12.6 The school will expand from a 1.5FE to a 2FE primary school, increasing pupil numbers from 321 children on roll to 426, as approved by Executive Board in December 2015. There was a bulge cohort in September 2016 starting from Reception for which there was no additional accommodation required.

12.7 Through a direct selection process using the YORbuild2 framework, Henry Boot Construction Limited has been engaged as designer and contractor to work on the project. Henry Boot has engaged Watson Batty Architects to undertake design work. NPS, who will report directly to PPPU, has been appointed by Leeds City Council to provide technical support.

13. Main Points

13.5 Pre-Construction Agreement

13.5.1 A Pre-Construction Agreement is required so that the Council has an appropriate contractual position and partnership working arrangement prior to main contract signature and to ensure the scheme can be developed and completed in line with the programme. The Agreement will allow the contractor to develop designs for the scheme with assurance that they will be reimbursed for costs incurred for surveys and fees should the scheme be cancelled prior to the main contract award. It will also provide the Council with assurance of agreed fixed design fees for work prior to the main contract.

13.5.2 During the Pre-Construction Agreement, the contractor will develop the designs for the scheme resulting in the following outputs at the following gateways:

- 13.5.2.1 Stage 1 Report at Gateway 1 - Approval of Feasibility
- 13.5.2.2 Stage 2 Report at Gateway 2 - Approval of Concept Design
- 13.5.2.3 Stage 3 Report at Gateway 3 - Approval of Developed Design

13.5.2.4 Contractors Proposals at Gateway 4 - Approval to Contract Award and Proceed to Construction

13.5.3 Following submission and agreement of the Contractors Proposals, the contract will be awarded in July 2017.

13.5.4 If a decision is taken by the Council not to proceed to Contract Award, a provision in the Pre-Construction Agreement enables the Council to use and reproduce the designs developed during the period of the Pre-Construction agreement for all purposes in development and delivery of the project.

13.6 Programme

13.6.1 The key milestones to achieve phase 1 of the programme are detailed below:

Henry Boot Construction Limited selected via Direct Selection	March 2017
Gateway 1 - Approval of Feasibility	May 2017
Gateway 2 - Approval of Concept Design	June 2017
Gateway 3 – Approval of Developed Design	June 2017
Contractors Proposals	July 2017
Gateway 4 - Approval to Contract Award and Proceed to Construction	July 2017
Start on site	July 2017
Project completion	August 2017

14. Corporate Considerations

14.5 Consultation and Engagement

14.5.1 As the school 'self-proposed' the expansion to 2FE, a formal statutory process is not required. However, consultation with parents and local residents was a necessary part of the process. This was carried out in July 2016 and no objections were raised.

14.5.2 The proposed scheme and associated works have been the subject of consultation with Children's Services officers, Corporate Finance and representatives from the School's Leadership Team (SLT), the Governing Body and members of the Leeds North West Education Partnership.

14.6 Equality and Diversity / Cohesion and Integration

14.6.1 The recommendation within this report does not have any direct or specific impact on any of the groups falling under equality legislation and the need to eliminate discrimination and promote equality. A screening document was prepared and is submitted at Appendix A.

14.7 Council Policies and Best Council Plan

14.7.1 This scheme is to be delivered under the City Council's Learning Places Programme and is required to fulfil the Local Authority's statutory responsibility to provide sufficient school places for all children living in Leeds. Providing places local to where children live improves accessibility, reduces the journey to school and reduces the risk of non-attendance.

14.7.2 This contributes to the 2017 /18 Best Council Plan outcomes for everyone in Leeds to 'Do well at all levels of learning and have the skills they need for life'; 'Be safe and feel safe' and 'Enjoy happy, healthy, active lives'. It also supports the priority set out in the Plan to being a child friendly city by 'keeping children safe, supporting families, raising aspirations and educational attainment'.

14.7.3 It also supports the vision in the supporting Children and Young People's Plan 2015-19 to build a child-friendly city with a focus on ensuring all children and young people are safe from harm; do well at all levels of learning and have the skills for life; enjoy healthy lifestyles; have fun growing up; are active citizens who feel they have a voice and influence. The programme seeks to deliver a supply of good quality accessible local school places which can contribute to these outcomes.

14.7.4 When consulting on the schemes to progress as part of this programme, the consultation process is in line with the Best Council value 'working with communities' in ensuring that 100% of major decisions are supported by community engagement, consultation and due regard for equality

14.8 Resource and Value for Money

14.8.1 The scheme has been procured in accordance with the strategy set out in the learning places programme report approved in January 2016 and Leeds City Council's contract procedure rules.

14.8.2 The liability under the Pre-Construction Agreement for pre-construction design fees (up to the end of Stage 3) is below £200,000.

14.8.3 Other liabilities under the Pre-Construction Agreement are in the event of the Council cancelling the scheme between Stages 3 and 4, Stage 4 fees may also be payable. If the scheme is not cancelled then costs for undertaking Stage 4 fees are payable on Contract Award.

14.9 Legal Implications, Access to Information and Call-In

14.9.1 This report constitutes a Significant Operational Decision and as such will not be subject to 'Call-In'.

14.9.2 The Built Environment Programme Manager has the authority to make this decision under powers granted within part 3 of the Council's Constitution

and specifically under the Director of Children & Families Sub-Delegation Scheme.

14.10 Risk Management

14.10.1 If the decision is taken by the Council not to enter into the Pre-Construction Agreement then the Council is at risk of failing in its statutory duty to ensure sufficiency of school places. The PCA is essential to ensuring that there is sufficient provision to meet the demand for school places.

14.10.2 Risk for this project is being managed through the application of 'best practice' project management tools and techniques via the City Council's Project Management methodology. A risk log is maintained for the scheme throughout the project lifecycle. Escalation of procurement related issues is via the Head of Programme, PPPU.

15. Conclusions

15.5 The Council has commenced procurement through YORbuild2 in order to ensure delivery of the required additional school places at Iveson Primary School by September 2018. In order to develop an appropriate contractual position and partnership working arrangement prior to main contract signature and to ensure the scheme can be developed and completed in line with the programme, a Pre-Construction Agreement has been prepared. It is recommended that the Council enters into the Agreement in order to maintain progress which will ensure that sufficient primary places are in place in the area for September 2018.

16. Recommendations

16.5 The Director of Children and Families is requested to approve:

- entry into a Pre-Construction Agreement with Henry Boot Construction Limited to cover the pre-construction design fees (up to the end of RIBA Stage 3 – Developed Design) which will not exceed £200,000.
- that in the event of the Council cancelling the scheme between Stages 3 and 4 (Contract Award and Proceed to Construction), Stage 4 fees may also be payable. If the scheme is not cancelled these Stage 4 fees are payable on Contract Award.

17. Background documents¹

17.5 None

¹ The background documents listed in this section are available to download from the Council's website, unless they contain confidential or exempt information. The list of background documents does not include published works.