

PORTFOLIO HOLDER DECISION FORM

REF NO
532

DIRECTORATE

Children's Services

SUBJECT

To authorise the Corporate Director of Children's Services to enter into a contractual arrangement with the Local Education Partnership in order to carry out early works at Nottingham Academy.

DECISION²

This is not a key decision because the value of the agreement does not have a capital value in excess of £1 million.

SUBJECT TO CALL-IN : YES

Decision taken that:

- i. The Portfolio Holder authorises the Corporate Director of Children's Services to enter into a contractual arrangement with the Local Education Partnership (LEP) in order to carry out early works at Nottingham Academy.
- ii. The contractual arrangement will be drawn up using standard documentation provided by Partnerships for Schools, or through a Letter of Intent in a form approved by the project's legal advisors.

OPTIONS CONSIDERED

Two options were considered, the option outlined in the decision and the option that the scheme does not commence until the funding agreement has been signed. This second option was not deemed appropriate since it would delay the opening of the new Year 7 and 8 base which is an integral part of the scheme.

REASONS FOR DECISION(S)

On the 17th March 2009 Executive Board approved the proposal to discontinue Greenwood Dale Specialist School, Elliott Durham Secondary School and Jesse Boot Primary and Nursery School with effect from the 31st August 2009. The proposal was conditional on the signing of the requisite agreements between the Department for Children Schools and Families (DCSF), the City Council and the academy sponsors to establish an academy on those sites which would be operational from the 1st September 2009.

In the short term Nottingham Academy will continue to operate out of its existing buildings whilst each site is either rebuilt or remodelled over a period of up to three years.

The capital cost of the Academy will be met through grant funding of approximately £45m from the DCSF and a contribution of £5.9m from the City Council.

Executive Board has previously approved the authorisation of up to £2.686m of fees relating to the design of Nottingham Academy at their meeting on the 17th March 2009. However early works are now required on the Ransom Road site (Elliott Durham), through the creation of a temporary year 7 and 8 base and kitchen area which will allow work on the site as a whole to commence in earnest in October 2009.

This in turn will ensure the delivery of the final year 7 and 8 base on the site by September 2010, which will maximise its impact on transition and will ensure that the remaining works to be carried out on the site are implemented in accordance with Nottingham Academy's programme of works.

In order to do this approximately £0.8m of early works expenditure will need to be incurred. Details of these costs, which will be contracted on a fixed price basis and include allocations for preliminaries and a contingency are provided in the Early Works Agreement attached as Appendix 1 to this decision. These works have been included within the overall cost of the scheme and will therefore ultimately be met from the overall funding envelope set out above. It is anticipated that the contractual documentation relating to the scheme will be finalised in the summer of 2009, with funding being released in September 2009.

The works along with the overall contract for delivering Nottingham Academy will be delivered by the LEP which has been procured through the Nottingham Building Schools for the Future (BSF) programme which was established in June 2008.

Partnerships for Schools (Pfs), the DCSF's delivery arm for BSF and Academies have agreed to underwrite the cost of the early works should Nottingham Academy not proceed. The only instance where this would not apply is if the City Council chose to withdraw from the scheme.

If this situation arose then in the short term the cost of the early works would be met from a contribution from the City Council's BSF Reserve of £0.74m and a £0.06m contribution from Nottingham Academy's devolved formula capital allocation. These amounts would be reimbursed to the BSF programme and Nottingham Academy in the longer term through the allocation of part of the City Council's £5.9m contribution to the Academy scheme which would no longer be required if the scheme did not progress and would become available from 2010/11. This solution ensures that funding will be available to mitigate the risk of Nottingham Academy not proceeding without having an adverse impact on the BSF programme, Nottingham Academy or the City Council's wider capital programme.

Finance and Legal comments are provided in Appendix 2 to this report.

AFFECTED WARDS

Mapperley

PLEASE REFER TO SEPARATE DETAILED GUIDANCE ON THE INTRANET (COMMITTEE ONLINE) ON HOW TO COMPLETE THIS FORM BEFORE SUBMITTING TO DECISION TAKER.

ADVICE SOUGHT

	Yes	No
Legal 15/05/09	✓	<input type="checkbox"/> Glen O'Connell
Finance 13/05/09	✓	<input type="checkbox"/> John Beevers
Human Resources	<input type="checkbox"/>	<input type="checkbox"/>
Equality and Diversity	<input type="checkbox"/>	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>	<input type="checkbox"/>

DECLARED OFFICER/⁴
MEMBER INTERESTS

--

DISPENSATION BY
STANDARDS COMMITTEE

DATE:	DISPENSATION REF:
-------	-------------------

BACKGROUND PAPERS⁵

<i>Proposal for the establishment of 3-19 provision and the closure of Greenwood Dale Specialist School, Elliott Durham School and Jesse Boot Primary and Nursery School – Executive Board 17th March 2009-05-12</i>

EXEMPT/CONFIDENTIAL
REPORT

YES <input type="checkbox"/> NO <input type="checkbox"/>
--

DETAILS OF CONSULTATION
UNDERTAKEN⁶

	Yes	No	N/A	Name and Date
Executive Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ward Councillors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Area Committee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other Council Bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Corp. Directors Affected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Trades Unions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Others (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>Reasons for not consulting</u>				

CONTACT PERSON

Mr J Mason, Head of BSF	CONTACT NO 9150867
-------------------------	-----------------------

AUTHORISED SIGNATORY⁷

CHIEF OFFICER:	Mr I Curryer Corporate Director Children's Services (Acting)	DATE: 1 June 2009
PORTFOLIO HOLDER(S):	Councillor D Mellen	DATE 1 June 2009
Date Published: 8 June 2009		Last Date for Call-in: 15 June 2009

RELEVANT OVERVIEW AND
SCRUTINY SELECT
COMMITTEE
Updated 09/06/08

Young Nottingham Select Committee

DATED _____ 2009

NOTTINGHAM CITY COUNCIL

- and -

Inspired Spaces Nottingham Limited

**Early Works Agreement for the
carrying out of works at
Nottingham Academy (Ransom Road Site)**

THIS AGREEMENT is made the day of Two Thousand and Nine

BETWEEN:

- (1) **Nottingham City Council of The Guildhall, South Sherwood Street, Nottingham NG1 4BT** (the "**Employer**");
and
- (2) **Inspired Spaces Nottingham LIMITED** company incorporated in England (No. 06506329)] whose registered office is at Birch Street, Wolverhampton, WV1 4HY (the "**Contractor**"),

together "the Parties".

WHEREAS:-

- (A) The Parties intend to enter into a building contract using the Partnerships for Schools standard form Design and Build Contract – Lump Sum each for the design and construction of an Academy such contracts incorporating the derogations agreed for Nottingham's Building Schools for the Future project.
- (B) In the meantime, the Employer wishes the Contractor to carry out the Early Works subject to and in accordance with the terms of this Agreement.
- (C) The Parties further intend that, when the Building Contract is entered into, the Early Works shall be deemed to have been carried out under the Building Contract.
- (D) The Parties intend that the Contractor shall immediately enter into a sub-contract with Carillion Building Services on substantially the same terms as this Agreement (*mutatis mutandis*).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, except where the context otherwise requires, the following words shall have the following meanings:
 - 1.1.1 "All Risks Insurance" means an insurance policy, with a policy wording in line with normal market practice, which provides cover against any physical loss or damage to the Early Works and against the reasonable cost of removal and disposal of debris and of any shoring or propping of the Early Works which results from such physical loss or damage but excluding the matters excluded from such policies as identified in the Building Contract;
 - 1.1.2 "Building Contract" means the above recited contract
 - 1.1.3 "Change" means an addition, omission or amendment to the Early Works or the manner in which they are performed.
 - 1.1.4 "Early Works" means the design and/or construction of those works identified in Schedule 1 to this Agreement and including any changes made to those works in accordance with this Agreement;
 - 1.1.5 "Excepted Risks" means ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 1.1.6 "Parties" means both the Contractor and the Employer and "Party" means either;
 - 1.1.7 "Sites" means the land edged red on the plans annexed at Schedule 2 and "Site" shall where the context requires mean either of the Sites;
 - 1.1.8 "Statutory Requirements" means any Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Early Works or with whose systems the same are or will be connected including without limitation the terms of any applicable planning consent;

1.1.9 "Works" means the design, construction and completion of a temporary year 7 & 8 base, associated asbestos removal, relocation of the permanent kitchen and temporary dining installation and permanent works to the library at the Ransom Road (formerly Elliot Durham School) site.

1.1.10 "Nottingham Academy" means the proposed Greenwood Road Site 1, the proposed Greenwood Road Site 2 and the proposed Ransom Road Site.

1.2 In this Agreement, except where the context otherwise requires:

1.2.1 any reference to a clause or Schedule is to the relevant clause or Schedule of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears;

1.2.2 the index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa and the use of any gender includes the other genders;

1.2.4 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, governmental bodies, states, foundations and trusts (in each case whether or not having separate legal personality);

1.2.5 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.

2. **THE CONTRACTOR'S OBLIGATIONS**

2.1 The Contractor shall carry out the Early Works:

2.1.1 in a good and workmanlike manner; and

2.1.2 in accordance with all Statutory Requirements.

2.2 The Contractor shall carry out and complete the Early Works within a reasonable time.

2.3 As between the Employer and the Contractor, the Contractor shall be the only Client for the purposes of the Construction (Design and Management) Regulations 2007.

2.4 The Contractor will keep the Employer fully and promptly informed of the progress of the Early Works at weekly meetings and will provide a fortnightly report to the Employer with clear readily comprehensible details of all costs and expenses which may be payable by the Employer hereunder.

2.5 The Contractor will not enter into any commitment to pay a third party any sub-contractor, supplier or sub-consultant in connection with the Early Works without the consent of the Employer (such consent not to be unreasonably withheld or delayed) and the Contractor shall give the Employer notice of each such proposed commitment together with reasonable supporting information provided that the Contractor will not be obliged to obtain consent or give notice in accordance with this clause where its aggregate commitment to pay such third parties in any week does not exceed £50,000. If the Employer has not responded to a notice from the Contractor under this clause within 48 hours of receipt, the Employer's consent under this clause 2.5 shall be deemed to have been given. The Contractor will be responsible for the work of all third parties engaged by the Contractor in connection with the Early Works.

2.6 All confidential information exchanged between the Employer and Contractor in the context of the Early Works, Works and the Site and pursuant to this Agreement will be treated by the Party receiving the same on a strictly confidential basis. Save as required by law, such information will not be disclosed to any third party without the authority of the Party who disclosed the same nor will the same be used for any purposes other than those envisaged by this Agreement.

2.7 The Contractor shall be liable for the design of the Early Works.

2.8 Notwithstanding the date of execution this Agreement shall be deemed to take effect on the date upon which the Contractor shall have first commenced performance of the Early Works.

3. THE EMPLOYER'S OBLIGATIONS

3.1 With effect from the 1st day of June 2009 the Employer shall grant to the Contractor access to the Site in order for the Contractor to carry out the Early Works.

4. VARIATIONS

4.1 The Employer may issue a written instruction to the Contractor effecting a Change. The Contractor will comply with such instructions.

5. INSURANCE AND LOSS OR DAMAGE TO THE EARLY WORKS

5.1 The Employer shall, as soon as practicable following the date of this Agreement, take out and maintain until the earlier of completion of the Early Works or the determination of the Contractor's employment under this Agreement, in the joint names of the Employer and the Contractor and its sub-contractor, All Risks Insurance for the full reinstatement value of the Early Works. The Contractor will take all steps necessary to comply with the terms of such insurance and will not do or omit to do anything that would cause the insurance to be invalidated.

5.2 If any loss or damage to the Early Works is occasioned by any risk, the Contractor shall restore, replace or repair any part of the Early Works which have been lost or damaged, remove and dispose of any debris and proceed with the carrying out of the Early Works. Such restoration, replacement, repair, removal and disposal shall be treated as a Change instructed in accordance with clause 4.1.

5.3 The Contractor shall indemnify and keep the Employer indemnified against any expense loss claim or proceedings whatsoever arising under statute or at common law in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Early Works except to the extent that the same is caused by any act or the neglect of the Employer or any person for whom the Employer is responsible.

5.4 The Employer shall indemnify and keep the Contractor indemnified against any expense loss claim or proceedings whatsoever arising under statute or at common law in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Early Works except to the extent that the same is caused by any act or the neglect of the Contractor or any person for whom the Contractor is responsible.

5.5 Subject always to the Employer exercising its duty to mitigate, the Contractor shall indemnify and keep the Employer indemnified against any reasonably foreseeable expense loss claim or proceedings in respect of any loss injury or damage to any property real or personal (but excluding the Early Works) arising out of or in the course of or caused by the carrying out of the Early Works to the extent that the same is caused by the negligence breach of statutory duty omission or default of the Contractor or its sub-contractors.

5.6 The Contractor shall take out and maintain insurance in respect of claims for personal injury to or the death of any person under a contract of service or apprenticeship with the Contractor and arising out of and in the course of such person's employment. Such insurance shall comply with all relevant legislation.

5.7 Notwithstanding any other provision in this Agreement, the Contractor shall not be liable either to indemnify the Employer or to insure against any personal injury to or death of any person or any damage, loss or injury caused to the Early Works, the Site or any property, by the effect of an Excepted Risk.

6. PAYMENT

6.1 At the beginning of each calendar month the Contractor may apply to the Employer for payment of all reasonable costs and expenses that the Contractor has incurred for work properly carried out under this Agreement during the previous calendar month (including any design fees) together with an amount in respect of profit and overheads being 6% of the amount of costs and expenses referred to in this clause 6.1.

6.2 The date of making any application under clause 6.1 shall be "**the due date**".

6.3 Not later than fourteen days (14) after the due date the Employer shall give a written notice to the Contractor specifying the amount of the payment proposed to be made to the Contractor, the basis on which such amount is calculated and to what the amount relates. The Employer shall, subject to clause 6.4, pay to the Contractor no later than 14 days thereafter ("**the final date for payment**") the amount proposed in the notice served pursuant to this clause 6.3 or in the event that no notice is served in accordance with this clause 6.3, the amount stated in the Contractor's application.

6.4 Not later than five (5) days before the final date for payment of an amount due, the Employer may give a written notice to the Contractor which shall specify any amount proposed to be withheld and/or deducted from the due amount, the ground or grounds for such withholding and/or deduction and the amount of withholding and/or deduction attributable to each ground.

6.5 Value Added Tax at the prevailing rate shall be added to any sum payable to the Contractor under this Agreement.

6.6 All payments to be made to the Contractor hereunder shall be made subject to any deductions or withholding required by Statutory Requirements. The Employer shall make no payment of any kind unless and until the Contractor obtains and produces for inspection by the Employer a valid registration card or tax certificate in the manner prescribed by the Income Tax (Subcontractors in the Construction Industry) Regulations 1993 (as amended from time to time) ("CIS Regulations") or any equivalent document contemplated by any subsequent legislation that may be enacted to replace or supplement the CIS Regulations.

7. DETERMINATION OF THE CONTRACTOR'S EMPLOYMENT

7.1 The Employer may determine the Contractor's employment under this Agreement at any time on four week's notice in writing.

7.2 The Contractor may determine its employment under this Agreement only in the event of:

7.2.1 a material breach by the Employer of its obligations under this Agreement which is irremediable or, where remediable, which the Employer shall have failed to remedy within a reasonable time (but not less than 14 days) after receiving notice in writing from the Contractor specifying the breach and requiring its remedy, in which case the Contractor shall be entitled forthwith by written notice to the Employer to determine the performance of its obligations under this Agreement; or

7.2.2 insolvency, administration or other like event affecting the Employer, in which case the Contractor shall be entitled forthwith by written notice to the Employer to determine the performance of its obligations under this Agreement.

7.3 On determination of the Contractor's employment under this Agreement for any reason:

7.3.1 the Contractor will remove all personnel and equipment from the Site.

7.3.2 the Employer shall pay to the Contractor:-

7.3.2.1 the total value of work properly executed, and of any design work properly carried out, up to the date of determination of the employment of the Contractor; and

7.3.2.2 the cost of materials and goods properly ordered for the Early Works for which the Contractor has paid or for which the Contractor is liable to pay (and on such payment, at the Employer's option, such materials and goods shall become the property of the Employer); and

7.3.2.3 save where the reason for the determination has been a breach by the Contractor of his obligations under this Agreement or insolvency, administration or other like event affecting the Contractor:

(i) the reasonable cost of removal of any temporary buildings, plant, tools, equipment, goods and materials; and

(ii) any direct loss and/or damage caused to the Contractor by the determination.

7.3.2.4 Its loss of profit at 5% of the sums determined in 7.3.2.1 and 7.3.2.3 together with a contribution to its overhead.

8. BUILDING CONTRACT

8.1 When the Parties enter into a Building Contract, all work carried out and all amounts paid under this Agreement in respect of the Nottingham Academy will be deemed to have been carried out or paid (as the case may be) under and subject to the terms of the relevant Building Contract and the Parties shall have no liability to each other in respect of that Academy whether in contract tort (including negligence) or otherwise in connection with this Agreement, subject only to the Unfair Contracts Terms Act 1977.

9. THIRD PARTIES

9.1 The Parties hereby agree that this Agreement is not intended to and does not confer any benefit upon any person who is not a Party to it and nor does it confer or purport to confer any right upon any such person to enforce any of its terms.

10. **NOTICES**

10.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address and for the attention of the relevant Party set out above.

11. **GOVERNING LAW**

11.1 This Agreement and any dispute or difference arising hereunder or in connection herewith shall be governed by English law and, subject to clause 12 below, the Parties to this Agreement hereby submit to the exclusive jurisdiction of the English courts.

12. **DISPUTES**

12.1 Any dispute (which for the purposes of this clause shall include any difference) shall be dealt with in accordance with the provisions of clause 36 (Dispute Resolution Procedure) of the Building Contract as if the provisions of clause 36 of the Building Contract had been fully set out herein.

13. **INTELLECTUAL PROPERTY RIGHTS**

13.1 The Contractor agrees to grant to the Employer a non-exclusive, irrevocable, royalty free, transferable licence to copy, use any documents (including copies thereof) written, originated or made by the Contractor in connection with this Agreement for any purpose in connection with the Early Works, Works and the Site. Such licence shall carry with it the right to grant sub-licences in respect of the same. For the avoidance of doubt the licence granted under this clause will survive the determination of the Contractor's employment hereunder. The Contractor shall use its reasonable endeavours to procure for the Employer the benefit of such a licence in respect of any such information as aforesaid as may be prepared by any sub-contractor, supplier or consultant to the Contractor.

14. **LIMITATION OF LIABILITY**

14.1 Subject to the matters set out in clause 14.2, the Contractor's aggregate liability arising under and in connection with this Agreement shall not exceed 20% of the amounts payable to the Contractor from time to time under this Agreement.

14.2 Nothing in this Agreement shall restrict or exclude the Contractor's liability for any of the following and no liability for the same shall be taken into account in calculating whether any limits of liability have been reached or exceeded:

14.2.1 Liability for death or personal injury caused by the Contractor's negligence;

14.2.2 Liabilities under the Contractor's indemnities under this Agreement to the extent that the indemnities relate to claims brought by third parties against the Employer which could have been brought by such third parties against the Contractor; and

14.2.5 Fraud and willful default.

IN WITNESS whereof this Agreement has been executed and delivered by the parties hereto on the day and year first above written.

EXECUTED as a deed by)
[EMPLOYER] Limited acting by) [CARILLION CONSTRUCTION)
LIMITED] acting by)

Director

Director

Director/Secretary

Director/Secretary

SCHEDULE 1

THE EARLY WORKS

The Early Works at Ransom Road shall include for the following:

- Temporary Year 7 & 8
- Associated Asbestos Removal
- Relocation of the Kitchen
- Works to library including furniture and fittings

The work will be split into phases:

- a. Phase 1 will involve site establishment, asbestos surveys and subsequent removal and:
 - i. **Phase 1a.** Works to form the temporary year 7 base within the north block
 - ii. **Phase 1b.** Formation of the new kitchen and dining areas within the north block

Phases 1a and 1b. Construction of the temporary year 7 base and the new kitchen and dining. Refer to sketches (page 1 of 5).

The site will be segregated from the remainder of the school by a combination of solid steel hoarding or the existing school fencing where it is deemed suitable.

Key dates for the site are:

1. Planning application for the kitchen extension to be submitted during w/c 20th April 09 (TBC if this is required, as extension is small). Planning consent is expected to be received by 29th June 09.
2. NCC is requested to issue the following early works orders (EWO):
 - a. **EWO1.** 1st June 2009. To cover the entire works to the temporary year 7 base
 - b. **EWO2.** 6th July 2009. To cover the entire works to the new kitchen & dining
 - c. **EWO3.** 28th September 2009. To cover pre-orders and works during the period from issue of the EWO until Financial Close, for the works to the Permanent Years 7 & 8; this represents a period of approximately 4 weeks.
3. Start on site and completion dates will be:
 - a. **Phase 1a (Temporary Year 7 base).** 15th June 09, allowing the works to be completed by the end of August 2009, coinciding with the start of autumn term 2009.
 - b. **Phase 1b (Works to New Kitchen & Dining).** 20th July 09, allowing the majority of (noisy and dusty) building works to be completed by the end of the summer holidays 2009.

Target Costs for the Works – all costs to be verified and agreed with the Authority Representative.

Year 7 and 8 Temporary Base	£ 92,250.00
Asbestos Removal – Year 7 & 8	£ 8,000.00
Kitchen Installation	£ 374,750.00
Furniture and Fittings to Library	£ 44,000.00
Works to Library	£ 125,700.00
Preliminaries – Site Costs	£ 85,000.00

Sub total		£ 729,700.00
Contingency		£ 25,000.00
Overheads and Profit	(6%)	£ 45,300.00
Total Maximum Sum		£ 800,000.00
(Exclusive of vat)		

THE SITE

Ransom Road – Elliott Durham Site Plan

Key

	Hearing Screens
	New/Eg Buildings
	School Access Route
	Contractor Access Route
	Site Compound
	Contractor Parking
	Materials Storage
	Site Entrance (Contractor)
	Site Entrance (School)
	Shared Access

Phases 1a and 1b – Construction of New Dining, & Temporary Year 7

Indicative Timescale: From June 2009 Until October 2009



NOTTINGHAM ACADEMY – Ransom Road Site
 Ransom Drive, Mapperley, NG3 5LR
 Indicative Site Logistic Arrangements

carillion

Drp No: RR/SK01
 Issue Date: 28 Feb 09
 Rev: C
 Client: NCC

Finance and Legal Comments**Finance**

The estimated capital costs of the works are £0.8m and these will be contained within the overall budget of £50.9m reported to Executive Board on 17 March 2009. The project manager has confirmed that the estimates are prudent and accurate and the works will be undertaken by the LEP which was procured through the BSF programme. In the short term, pending the receipt of government grant, the costs incurred will be funded from a combination of BSF Reserves and Devolved Formula Capital. There will therefore be no call on the Council's general capital resources.

John Beevers, Strategic Finance Manager, Children and Families Finance, Resources 13/05/09

Legal

The form of Early Works Agreement proposed for this scheme has been reviewed and is acceptable. The risk involved in entering into these commitments is described in the main body of the form. The commitments given by Partnerships for Schools to underwrite the cost, should the Academy not proceed, leave a small residual risk of the City Council being exposed to the EWA costs should it withdraw from the scheme. This is a risk which the Council has control over and is considered acceptable.

Glen O'Connell, Director, Legal and Democratic Services, Resources 15/05/09