



A new 21st Century, 3-18 'All Through' Welsh-medium School, in a New Build / Part Reconstruction on an existing site in Council ownership in the Ystalyfera area of Neath Port Talbot

Outline Business Case (OBC)

Submitted by Neath Port Talbot Council

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Version No.: 0.8

Issue Date: July 2014



1.0 Foreword

The Outline Business Case (OBC) is submitted by the Neath Port Talbot County Council and has been developed in conjunction with a composite team (across ELL and the Environment Directorates) from the Council.

The OBC has been prepared using the agreed standards and format for business cases, as set out by HM Treasury and Welsh Government. The approved format is the Five Case Model, which comprises the following key components:

The **Strategic Case** section. This sets out the strategic context and the case for change, together with the supporting Investment Objectives for the scheme.

The **Economic Case** section. This demonstrates that the organisation has selected a preferred way forward, which best meets the existing and future needs of the service and is likely to optimise value for money (VFM).

The **Commercial Case** section. This outlines what any potential deal might look like.

The **Financial Case** section. This highlights likely funding and affordability issues and the potential balance sheet treatment of the scheme.

The **Management Case** section. This demonstrates that the scheme is achievable and can be delivered successfully in accordance with accepted best practice.



Contents

1.0	Foreword	2
1.0	Executive Summary	7
1.1	Introduction.....	7
1.2	Strategic Case	7
1.3	Economic Case	14
1.4	Commercial Case.....	20
1.5	Financial Case.....	22
1.6	Management Case	23
1.7	Recommendation	25
2.0	The Strategic Case	26
2.1	Introduction.....	26
2.2	Part A: The Strategic Context	30
2.3	Organisational Overview.....	31
2.4	Strategic Aims and Objectives	36
2.5	Business Strategies.....	37
2.6	Part B: The Case for Change.....	46
2.7	Investment Objectives.....	47
2.8	Existing Arrangements and Business Needs.....	51
2.9	Potential Business Scope and Key Service Requirements	59
2.10	Main Benefits Criteria	64
2.11	Main Risks.....	73
2.12	Constraints	74
2.13	Dependencies	74
3.0	Economic Case	75
3.1	Introduction.....	75
3.2	Critical Success Factors	75
3.3	Services Scoping Options.....	76
3.4	Service Solution Options.....	79
3.5	Overall Conclusion of Scoping and Service Options	86
3.6	Short-Listed Options	88
3.7	Economic Appraisal.....	92
3.8	Risk Appraisal	104
3.9	The Preferred Option	110
3.10	Monte Carlo Simulation	110
4.0	The Commercial Case	115



4.1	Introduction.....	115
4.2	Required Services.....	115
4.3	Procurement Strategy - Current Property Frameworks.....	116
4.4	Procurement Option - Mini Tendering	118
4.5	Service and Outputs Required.....	120
4.6	Proposed Charging Mechanisms	122
4.7	Proposed Contract Length	123
4.8	Personnel Implications (including TUPE)	125
4.9	Potential for Risk Transfer.....	125
4.10	Key Contractual Issues	126
4.11	FRS 5 Accountancy Treatment	126
5.0	The Financial Case.....	127
5.1	Introduction.....	127
5.2	Impact on the Organisation's Income and Expenditure Account.....	127
5.3	Cost Build Up	129
5.4	Overall Affordability and Balance Sheet Impact.....	130
6.0	The Management Case	131
6.1	Introduction.....	131
6.2	Programme & Project Management Strategy	131
6.3	Programme Management Arrangements	134
6.4	Project Management Arrangements.....	137
6.5	Use of Special Advisers.....	149
6.6	Outline Arrangements for Change and Contract Management	149
6.7	Outline Arrangements for Benefits Realisation.....	154
6.8	Outline Arrangements for Risk Management.....	155
6.9	Outline Arrangements for Post Project Evaluation	158
6.10	Contingency Plans	159

Appendices

- Appendix A – Economic and Financial Analysis
- Appendix B – Benefits Appraisal
- Appendix C – Risk Assessment
- Appendix D – Monte Carlo Simulation
- Appendix E – Project Mandate Form
- Appendix F – Outline Programme
- Appendix G – Post Project Review
- Appendix H – Project Evaluation Review
- Appendix I – Framework Agreement



Tables

Table 1: Overall Conclusion of Scoping and Service Options.....	14
Table 2: Key Results of Economic Appraisals: Option 2.....	16
Table 3: Key Results of Economic Appraisals: Option 5.....	17
Table 4: Key Results of Economic Appraisals: Option 6.....	17
Table 5: Key Results of Economic Appraisals: Option 7.....	18
Table 6: Key Results of Economic Appraisals: Option 8.....	18
Table 7: Elements of Revenue / Lifecycle Cost.....	19
Table 8: Summary of Overall Results.....	20
Table 9: Risk Transfer Matrix.....	21
Table 10: Summary of the Financial Appraisal for the preferred option (Option 6).....	22
Table 11: Investment Objectives, Measures and Targets.....	48
Table 12: Staff numbers at the Secondary and Primary schools	51
Table 13: Pupil numbers at the Secondary and Primary schools.....	51
Table 14: Problems with Current Arrangements for the Schools	55
Table 15: Investment Objectives, Current Position and Business Needs	57
Table 16: Business Scope	60
Table 17: Service Requirements.....	61
Table 18: Investment Objectives and Benefit Criteria.....	65
Table 19: Risks and Counter-Measures.....	73
Table 20: Summary Assessment of Scoping Options.....	78
Table 21: Summary Assessment of Service Solution Options	85
Table 22: Overall Conclusion of Scoping and Service Options	86
Table 23: SWOT Analysis – Option 2	89
Table 24: SWOT Analysis – Option 5	90
Table 25: SWOT Analysis – Option 6	90
Table 26: SWOT Analysis – Option 7	91
Table 27: SWOT Analysis – Option 8	92
Table 28: Main Benefits.....	94
Table 29: Key Results of Economic Appraisals: Option 2.....	96
Table 30: Key Results of Economic Appraisals: Option 5.....	97
Table 31: Key Results of Economic Appraisals: Option 6.....	97
Table 32: Key Results of Economic Appraisals: Option 7.....	98
Table 33: Key Results of Economic Appraisals: Option 8.....	98
Table 34: Elements of Revenue / Lifecycle Cost.....	99
Table 35: Summary of Results	100
Table 36: Benefit Grouping and Weighting.....	101



Table 37: Benefits Appraisal Results	102
Table 38: Summary of the Risk Appraisal Results	105
Table 39: Risk as a % of Capital (£000s)	110
Table 40: Summary of Overall Results	110
Table 41: Top 20 Scenario Results.....	112
Table 42: Final NPV Result after Monte Carlo Simulation.....	114
Table 43: Proposed Actions.....	124
Table 44: Risk Transfer Matrix.....	126
Table 45: Option 3.1 - Breakdown of Costs and Benefits	127
Table 46: Summary of the Financial Appraisal.....	128
Table 47: Option 3.1 - Cost Build Up	129
Table 48: Programme Board Membership	136
Table 49: Project Team Membership	137
Table 50: Project Board Membership.....	141
Table 51: Business Case Project Team Membership.....	142
Table 52: Curriculum Project Team Membership	143
Table 53: Governance Project Team Membership	144
Table 54: Communications & Publicity Project Team Membership.....	145
Table 55: Project Milestones.....	148
Table 56: Use of Special Advisers	149
Table 57: Change Management - HR / Recruitment	150
Table 58: Change Management - Finance & Business Processes.....	151
Table 59: Change Management - ICT	152
Table 60: Change Management - Educational Standards.....	153
Table 61: Benefits Realisation Register	155

Figures

Figure 1: Map of Neath Port Talbot area	31
Figure 2: Location of New School – Ysgol Newydd (Ystalyfera)	36
Figure 3: Monte Carlo Simulation - Options Distributions	110
Figure 4: Monte Carlo Simulation: Cumulative Probabilities.....	112
Figure 5: A High Level Project Hierarchy is illustrated in Project Structure	132
Figure 6: A High Level Decision Making Framework is illustrated for NPT Tier 1.....	133
Figure 7: Overall Project Governance Arrangements.....	137
Figure 8: Project Reporting Structure.....	147
Figure 9: Risk Tolerance Profile.....	157



1.1 Executive Summary

1.2 Introduction

The purpose of this Outline Business Case (OBC) is to set out the case for investment of a project that seeks to establish a new 21st Century 3-18 Welsh-medium School in a part new build, part major reconstruction and part remodelling of the existing buildings on the existing Ysgol Gyfun Ystalyfera site which is in Council ownership.

The project has been included in the Council's Revised Strategic Outline Programme that was returned to Welsh Government in November 2011 as part of the 21st Century Schools Programme and remains integral to delivering the Council's long term Strategic School Improvement Programme (SSIP).

Throughout this OBC and for administration purposes, the project will be referred to as 'Ysgol Newydd' (Ystalyfera).

Specifically, the project brings together two schools onto one site, Ysgol Gynradd Y Wern (a Welsh-medium Primary school) and Ysgol Gyfun Ystalyfera (a Welsh-medium Secondary school), both of which have significant surplus capacity and backlog maintenance issues.

The project also links strategically to the development of Welsh-medium Secondary provision in the south of the County Borough, which features within the Council's 21st Century Schools Band A programme, as the development of an 11-16, Welsh-medium school on the vacated site and premises of Sandfields Comprehensive School.

The proposal to develop an 'all-through' 3-18 Welsh-medium school at Ystalyfera will provide a modern, flexible, stimulating 21st Century teaching and learning environment and a transformational approach to curriculum delivery. It will also secure a number of significant benefits resulting from single governance and management structures that will encourage and enable the sharing of staff, best practice, resources and secure improved transition arrangements between primary and secondary education provision.

The creation of an 'all-through' school at Ystalyfera is an innovative approach to teaching and learning that seeks to raise levels of attainment, remove significant excess capacity, addresses backlog maintenance, promotes cross border collaborative working and secures the long term provision of Welsh-medium education in the area.

This Outline Business Case (OBC) seeks approval to invest [REDACTED] (excluding VAT), which does not include optimism bias or risk.

1.3 Strategic Case

1.3.1 Strategic Outline Programme

Neath Port Talbot's Initial Strategic Outline Programme (SOP) was submitted to Welsh Government (WG) on 10th December 2010 and structured in accordance with the published guidance at that time.



In July 2011 as a result of the Comprehensive Spending Review, WG invited all local authorities to resubmit a Revised Strategic Outline Programme for their Band A 21st Century Schools proposals on an affordability basis given confirmation that local authorities would now have to match any capital funding by WG at an intervention rate of 50% of the programme.

Furthermore, the prioritisation of projects would be considered against a revised set of criteria over an extended funding timeframe (2014 - 2020). These are focused on tackling estate efficiencies, surplus places and building condition with funding being made only available to support new build and/or remodelling and reconstruction type projects clearly linked to transformational school improvement.

Refurbishment projects promoting a 'patch and mend' approach, would not receive capital support from the 21st Century Schools Programme at this stage.

Neath Port Talbot's **Initial Strategic Outline Programme** Band A (2012 – 2014) submission comprised of the following 6 projects:

- A new build 21st Century 3-16 (all through) school on a new site to replace Glanafan, Cwrt Sart and Sandfields Comprehensive schools and Traethmelyn Primary schools which would subsequently close;
- A new build 21st Century 3-11 school on the existing Glanymor Primary school site, to replace Glanymor and Tirmorfa Primary schools which will subsequently close;
- A new Welsh-medium 11-16 Secondary school on the site of the vacated Sandfields Comprehensive school and federate with a reconfigured 11-18 YG Ystalyfera. Both schools require refurbishment;
- A new build 21st Century 3-16 (all through) faith school on the existing St Joseph's Comprehensive school site, to replace St Joseph's Infant, Junior and Comprehensive schools which will subsequently close;
- The roll out of the NPT ICT Learning Gateway; and
- A new build 21st Century 3-11 school (Phase 1) in the Coed Darcy urban village development.

The total Initial Strategic Outline Programme Band A investment cost envelope amounted to £92M.

Future investment requirements were identified as:

Band B - 7 projects with capital costs of £88M, reducing surplus places by 1,431, and generate savings of £42.5M backlog maintenance;

Band C - 4 projects with capital costs of £79M, reducing surplus places by 504, and generate savings of £11.8M backlog maintenance;

Band D - 2 projects, capital costs of £30M, and generating savings of £24M backlog maintenance.



Neath Port Talbot's **Revised Strategic Outline Programme** Band A (2014 – 2020) comprised of the following 7 projects and was submitted to Welsh Government on 18th November 2011:

- Establish a new, 21st Century, 3-16, 'all through' English medium school in a new build on a new site in the Baglan area of Port Talbot;
- Establish a new, 21st Century, 3-11, English medium school in a new build on an existing site in the Sandfields area of Port Talbot;
- Establish a new, 21st Century, 3 – 18, 'all through' Welsh-medium school in a new build/part reconstruction on an existing site in Ystalyfera in the North of the County Borough;
- Replace an existing 11-18, Faith secondary school in the Aberafan area of Port Talbot with an 11 – 16, 21st Century school, in a new build on the existing site;
- Establish a new, 21st Century, 3-11, English medium school in a new build on an existing site in the Briton Ferry area;
- Establish a 11 – 16, Welsh-medium secondary school – South Campus;
- Establish a new, 21st Century, 3-11, primary school in a new build at Coed Darcy, Neath.

The total Revised Strategic Outline Programme Band A investment cost envelope amounted to £93M.

The Council's Revised Strategic Outline Programme Band A proposals comprise projects that are strategically linked and interdependent which will deliver the following benefits:

- Deliver 21st Century schools
- Use resources efficiently and effectively
- Provide the right schools in the right places
- Reduce surplus capacity
- Promote Welsh-medium education
- Promote diversity and equality

Additionally, the proposals will contribute positively to realising the challenges of the 'One Wales' agenda as well as other key national, international and local strategies and policies, including:

Internationally:

- United Nations Convention on the Rights of the Child



Nationally:

- The Learning Country: Vision into Action 2008
- Skills framework for 3-19 year olds in Wales 2008
- One Wales: One planet, a new sustainable development scheme for Wales May 2009 or ant successor strategy
- Learner Travel Operational Guidance - April 2009
- A Curriculum for all Learners 2010
- Measuring the capacity of schools in Wales – Circular 021/2011
- Welsh-medium Education Strategy
- Improving Schools National Implementation Plan 2012-2015
- A Living Language: A language for Living: Welsh Language Strategy 2012-2017
- Building a Brighter Future: Early Years and Childcare Plan 2013
- School Standards and Organisation (Wales) Act 2013
- School Organisation Code 2013
- School Organisation: Consultation with Children and Young People – Guidance Document 2013

Locally:

- Single Integrated Plan 2013-2023
- Local Development Plan
 - Forward Financial Plan 2014-18
 - Corporate Improvement Plan “Rising to the Challenge” 2013-16
 - Property Asset Management Plan 2011-2016
 - Inclusion Strategy 2011 – 2014
 - Welsh in Education Strategic Plan (2014-2017)
 - Strategic Performance Improvement Plan – “Becoming Excellent” 2013-2016

The strategic and transformational projects outlined within the Revised Band A SOP, demonstrates the vision of the authority to address prominent issues, significantly raise the standards of schools for learners and link strategically with regeneration initiatives.



Analysis of data captured through the Council's 2010 Condition and Accessibility Survey Review and Welsh Government's School Estate Survey concluded that there was a backlog of maintenance across the school estate amounting to £111M, of which £6M related specifically to making schools accessible and compliant with Equality legislation.

Overall, it emerged that Neath Port Talbot County Borough Council had a greater percentage of the poorest school buildings both regionally and nationally with 20% of its Primary schools and 57% of its Secondary schools receiving the lowest banding for Total Weighted Scores.

The cost of maintaining significant surplus capacity and falling school rolls, together with old and deteriorating building stock, and high 'per pupil' costs constrains the Council's ability to invest in teaching and learning. Further, this does not represent an efficient use of public money.

Proposed projects across funding Bands A to D address these issues. The proposals also encourage collaboration and innovation (locally and regionally) whilst engaging with key stakeholders and maximising opportunities within the local community.

The Revised Band A SOP links Welsh-medium provision in the North and South of the County to other strategic initiatives within Band A.

Backlog maintenance and accessibility costs within the overall school estate at April 2012, following the implementation of 3 Primary school closures and the decommissioning of a Secondary PRU remained in the region of £108M.

This clearly illustrates that NPT has an ageing and deteriorating school building stock.

The projects identified within the Revised Band A SOP address the issue of school condition by prioritising (wherever possible) schools that have significant backlog maintenance issues and are assessed as being 'poor' (Grade C) or 'life expired' (Grade D).

There are 6098 (Primary and Secondary schools placement data 2014) unfilled places within NPT primary and secondary schools.

The Council has a duty to secure efficient educational provision, promote high standards and the fulfilment of every child's potential and through its Strategic School Improvement Programme intends to continue to drive forward an approach to school improvement based on a strategic programme for change underpinned by a clear set of principles that help to maintain a clear focus on:

- Standards in Education
- The need for places and the accessibility of schools
- The quality and suitability of school accommodation
- Effective financial management

The direct impact of the proposed schemes (within Band A), is as follows:



- Surplus places will be addressed, with over 1,327 being reduced as a result of the initial (Band A) proposals.
- Statutory consultation will be required in all schemes in Band A.
- Transformational “all-through” education (3-16) is integral to 2 schemes in Band A.
- The demand for increased Welsh-medium Education (WME) will be met in the South of the County, while delivering enhanced provision in the County’s Welsh speaking heartland (Ystalyfera).
- Inter-authority discussions will be on-going where collaboration is appropriate and opportune.

This OBC seeks to establish a new 21st Century, 3-18 ‘All Through’ Welsh-medium school, in a new build / part reconstruction on an existing site in Council ownership in the Ystalyfera area of Neath Port Talbot. This is to address the major issues of significant surplus capacity, falling school rolls and high backlog maintenance costs associated with ageing and deteriorating school buildings, which do not meet relevant legislative and recommended standards.

For the purposes of this OBC we have reviewed information contained within the aforementioned Revised Band A SOP and can confirm that there have been no changes that affect the strategic case.

1.3.2 The Strategic Context

At April 2014, NPT delivers its educational provision through 66 primary schools, 11 secondary schools, 3 special schools and 1 pupil referral unit.

Although the Council has invested significantly in the school estate since its inception in 1996 (£120M+), there remains a significant challenge, even after implementing current school re-organisation proposals contained within the NPT Strategic School Improvement Programme (SSIP).

The principles of the SSIP underpin the educational needs of children and young people delivered in an efficient and cost effective manner. These principles are:

- Standards in education;
- The need for places and the accessibility of schools;
- The quality and suitability of school accommodation; and
- Effective financial management.

1.3.3 The Case for Change

Through SSIP, the Council has approved an approach to school improvement based on a strategic programme for change underpinned by a clear set of principles.



In March 2009, the Council prioritised areas requiring priority actions on the basis of:

- Underperforming schools causing significant concern;
- Schools with significant building maintenance issues;
- Additional Learning Needs efficiency savings;
- Pupils with high risk behaviours;
- Opportunities to implement change;
- Welsh-medium provision; and
- Temporary classrooms

1.3.4 Investment Objectives

The Investment Objectives for this project are:

1. To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well-being of all pupils in the North of the County Borough
2. To improve the bilingual learning outcomes for all pupils across the ability range
3. To reduce the number of surplus pupil places in Welsh-medium Education in the North of the County Borough
4. To achieve efficiencies (economic and environmental) by having the right school in the right place
5. To ensure the school is a fully integrated community school providing access to its bilingual learning resources and therefore promoting community cohesion
6. To increase the percentage of Y6 pupils in Welsh-medium Primary Schools who continue to study through the medium of Welsh in the secondary sector



1.4 Economic Case

1.4.1 Overall Conclusion of Scoping and Service Options

Table 1: Overall Conclusion of Scoping and Service Options

Options	Findings
1.0 Scope	
i. Option 1: 'Do minimum' -	This option does not definitively meet any of the investment objectives and only meets 2 of the 6 Critical Success Factors) it will be carried forward for economic comparative purposes only
ii. Option 2: 'Intermediate scope'	The preferred option , as it definitively meets 5 of the 6 Investment Objectives and meet all of the Critical Success Factors, including achievability and, most importantly affordability
iii. Option 3: 'Maximum scope'	Possible as the option only definitively meets 3 of the 6 Investment Objectives and 4 of the 6 Critical Success Factors, it may not be affordable within the Council's Band A cost envelope for 21 st Century schools
2.0 Service solutions	
i. Option 2 – ' Do minimum ', Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.	This option does not address building accessibility, condition or suitability issues and only partly addresses the issue of surplus places (at YG Ystalyfera). However, this option is achievable and affordable and is therefore retained for evaluation purposes only .
ii. Option 5 – Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).	This option fits with the intermediate scope and addresses some of the key issues, such as reduction in surplus places (across both schools), future proofing of Welsh-medium education in the North of the County Borough and improve building accessibility, condition and suitability. This option is therefore treated as Possible .
iii. Option 6 – Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.	This option addresses building condition issue at YGG Y Wern and YG Ystalyfera, addresses surplus places at YGG Y Wern and YG Ystalyfera, future proofs WM education in the north of the County Borough, is wholly transformational in transitions and pastoral care, maximises financial economies of scale across the sectors and will maximise the potential for teaching



Options	Findings
	and pupil development. Preferred.
iv. Option 7 - Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.	Within this option, school management structures would remain intact, providing business continuity, the building accessibility, condition and suitability issues are fully addressed and the surplus places issue is addressed. This option also future proofs Welsh-medium education in the North of the County Borough. Possible.
v. Option 8 - Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).	This option provides a 21st Century school building, facilitates a transformational management structure, addresses surplus places at YGG Y Wern and YG Ystalyfera, deals with building accessibility and suitability issues, improves transitions and pastoral care and future proofs Welsh-medium education in the North of the County Borough. Possible.
3.0 Service delivery	
i. In-house	Preferred as design, delivery partnership and project management skills have been developed over half a dozen major Council investments and build programmes across the Education sector.
ii. Outsource	Discounted option without appraisal.
iii. Strategic partnership	Discounted option without appraisal.
4.0 Implementation	
i. Big bang	Discounted due the requirement to further develop the site in later SOP bands.
ii. Phased	Preferred due to the complex nature of the changes and the transitional arrangements that would be required under this option.
5.0 Funding	
i. Private Funding	Discounted option without appraisal
ii. Public Funding	Preferred – WG to fund subject to match funding amounting to 50% of the cost of any new school.



1.4.2 The Short List

The ‘preferred’ and ‘possible’ options identified have been carried forward into the short list for further appraisal and evaluation. All the options that were discounted as impracticable have been excluded and on the basis of this analysis, the recommended short list for further appraisal within this OBC is as follows:

- **Option 2:** ‘Do minimum’ –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.
- **Option 5:** Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).
- **Option 6:** Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.
- **Option 7:** Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.
- **Option 8:** Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

A SWOT analysis was undertaken on the short-listed options and these options were reviewed and remained valid for further assessment in this OBC.

1.4.3 Key Findings

The key results from the economic appraisal are detailed below. Please note that values and figures (both input values and respective totals) in the results and analysis tables are all shown to the nearest thousand pound (£'000).

Table 2: Key Results of Economic Appraisals: Option 2

Option 2: ‘Do minimum’ –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital (Backlog Maintenance)	£22,175	£20,793
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£151,713	£86,526
Risk Retained	£801	£751
Optimism Bias	£1,570	£1,472
Total costs	£176,259	£109,542
Less: cash releasing benefits	-£4,796	-£2,488
Costs net cash savings	£171,463	£107,053
Total	£171,463	£107,053



Table 3: Key Results of Economic Appraisals: Option 5

Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£18,250	£17,112
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£150,838	£86,092
Risk Retained	£646	£606
Optimism Bias	£749	£702
Total costs	£170,484	£104,513
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£165,200	£101,771
Total	£165,200	£101,771

Table 4: Key Results of Economic Appraisals: Option 6

Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	██████	██████
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£146,857	£84,037
Risk Retained	██████	██████
Optimism Bias	██████	██████
Total costs	██████	██████
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£154,131	£95,718
Total	██████	██████

**Table 5: Key Results of Economic Appraisals: Option 7**

Option 7: Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£24,858	£23,308
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£147,559	£84,465
Risk Retained	£1,197	£1,123
Optimism Bias	£901	£845
Total costs	£174,515	£109,740
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£169,231	£106,999
Total	£169,231	£106,999

Table 6: Key Results of Economic Appraisals: Option 8

Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£23,212	£21,765
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£144,377	£82,806
Risk Retained	£1,164	£1,092
Optimism Bias	£813	£763
Total costs	£169,567	£106,425
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£157,975	£100,417
Total	£157,975	£100,417

Please note that the revenue / lifecycle cost totals shown in the tables above consist of elements shown in the table below:



Table 7: Elements of Revenue / Lifecycle Cost

Option	Years	Cost elements	Undiscounted (£'000s)
Option 2	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,951 in year 5 and £3,423 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£1,528 (every 5 years) from year 9
Option 5	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,951 in year 5 and £3,423 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£1,403 (every 5 years) from year 9
Option 6	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,893 in year 5 and £3,320 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	██████████
Option 7	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,951 in year 5 and £3,423 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£935 (every 5 years) from year 9
Option 8	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,893 in year 5 and £3,320 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£1,003 (every 5 years) from year 9

1.4.4 Option Appraisal Conclusions

The results of the investment appraisal are outlined below.

Option 6 has the best aggregate score, followed by Option 8.

The overall conclusion from this analysis is that Option 6 (Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on the existing YG Ystalyfera site) offers the best mix of economic value and derived benefits and is therefore the preferred option.



Table 8: Summary of Overall Results

Evaluation Results	Option 2	Option 5	Option 6	Option 7	Option 8
Economic appraisals	5	3	1	4	2
Benefits appraisal	5	4	2	3	1
Risk appraisal	4	2	1	3	5
Overall Ranking	5	3	1	4	2

1.4 Commercial Case

The commercial case details the procurement of the services and the contractual arrangements being considered.

1.4.1 Procurement Strategy

Neath Port Talbot County Borough Council will be using Carmarthenshire County Council's established Contractors framework. This framework was re-let during Spring 2011 and applications were assessed for the framework, which has been set up for a duration of four years (from July 2011). This framework, now with a regional bias, will cover all potential requirements arising from this initiative. It is both the Council's and the wider group's intention to seek to remove this framework by the end of 2015.

1.4.2 Required Services

The scope of the work for the development and associated outputs, have been specified and are contained within the 'Project Mandate' document, which is held at Appendix E Project Mandate to the OBC.

The Council has established innovation in the design of the several aspects to the preferred option, including BREEAM Excellence and sector leading ICT and is working towards achieving the former alongside specialist BREEAM advisers. There has been (and continues to be) a full consultation exercise with the Head-teachers and Governors of all schools, with a view to identifying innovative ways of meeting service requirements. Statutory Consultation will take place during the Autumn term of 2014.

Full details of the outputs and performance measures have not yet been fully developed and will not be completed until later in the development cycle.

1.4.3 Potential for Risk Transfer and Potential Payment Mechanisms

An initial assessment of how the associated risks might be apportioned between the public sector (Neath Port Talbot County Borough Council) and the private sector (nominated



contractor for the associated construction works) has been undertaken. In some instances, risks are shared between the two nominated organisations and this is outlined in the table below. The general principle is to ensure that risks should be passed to 'the party best able to manage them', subject to Value for Money (VfM). The table below outlines the potential allocation of risk.

Table 9: Risk Transfer Matrix

Risk Category	Potential Allocation		
	Public	Private	Shared
Design risk		✓	
Construction and development risk		✓	
Transition and implementation risk			✓
Availability and performance risk		✓	
Operating risk	✓		
Variability of revenue risks	✓		
Termination risks		✓	
Technology and obsolescence risks	✓		
Control risks	✓		
Residual value risks	✓		
Financing risks	✓		
Legislative risks			✓
Other project risks			✓



1.5 Financial Case

1.5.1 Summary of Financial Appraisal

A summary of the financial appraisal for the preferred Option 6 is included in the following table.

Table 10: Summary of the Financial Appraisal for the preferred option (Option 6)

£'000s	Total Cost	Years (years 8-40 same as year 7)						
		1	2	3	4	5	6	7
		14/15	15/16	16/17	17/18	18/19	19/20	20/21
Preferred way forward:								
New Build Capital	████████	██████	██████	██████	██████	██████	██████	██████
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost	£146,857	£4,346	£4,346	£4,346	£4,346	£3,761	£3,320	£3,320
Cash Releasing Benefits	-£11,592	-£2	-£2	-£2	-£2	-£187	-£326	-£326
Total	████████	██████	██████	██████	██████	██████	██████	██████
Funded by:								
Existing Revenue	-£260,744	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346
Total Existing	-£260,744	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346
Additional Funding Required	████████	██████	██████	██████	██████	██████	██████	██████
Cumulative Funding		£995	£6,488	£12,488	£16,983	£16,719	£15,368	£14,017

Note: All figures exclude VAT. It is expected this will be recovered via normal routes, meaning that the development is VAT neutral.

1.5.2 Overall Affordability and Balance Sheet Treatment

A balance sheet asset addition of ██████████ is made for the new school. Additional funding is required of ██████████ for years 1 through 7 excluding VAT, retained risks and optimism bias.

The revised Band A submission has been scrutinised and assessed by the Council's Section 151 Officer for affordability in light of the 50% intervention rate and authorised by the Chief Executive on 18th November 2011.

The Council will meet the 50% contribution required to support the overall programme in Band A through a combination of prudential borrowing and a Section 106 agreement.



1.6 Management Case

The management case describes the detailed arrangements for the day-to-day management of the project by setting out in more detail the actions that will be required to ensure the successful delivery of the scheme in accordance with best practice. This section also describes the proposals that have been implemented to date.

1.6.1 Management Arrangements

The Council has adopted a Programme/Project management governance model that is underpinned by PRINCE2 principles. The structure and membership of programme and project boards has been detailed to ensure effective management of the projects.

1.6.2 Programme Management Arrangements

Delivery of the Programme is managed by a Programme Board which reports to the Council's Cabinet. The Senior Responsible Officer is the Corporate Director for Education, Leisure and Lifelong Learning and there is appropriate senior officer representation in the areas of Business Change, Senior Users and Senior Suppliers. The Programme Board is supported by Programme Managers and a Programme Team, which is responsible for the day to day delivery of the Programme.

The specific roles and responsibilities for individual projects will be determined by the NEC form of contract along with the implementation of the Authority's Corporate Procedure "Construction Design and Management" will articulate specifically the respective roles of client, designer, contractor, etc. The ICT element of the project will be managed through the Council's standard (non-construction) form of contract.

The Programme Board is accountable for delivery of the SSIP and will oversee the whole programme. In overseeing the programme, Programme Board will:

- Ensure high level stakeholder involvement;
- Provide strategic direction for the project;
- Address the needs of the locality;
- Ensure continuing commitment to stakeholder support;
- Monitor the master programme and interdependencies;
- Ensure the preferred option is satisfactory to funders;
- Direct the Project Board and advise the local (Ystalyfera area) level issues and external risks.



1.6.3 Project Management Arrangements

The project will be managed in accordance with the general principles of PRINCE2 methodology. The project management team comprises the Project Board, “Project Team”, the Project Manager and the Team Managers. This “team” is responsible for the day-to-day management and implementation of the project.

The Project Manager will be assisted by several Project Teams. Depending on the size of the teams, each will have an effective and active team leader appointed by the Project Board and formal minutes are to be taken at each meeting. An agenda will be agreed with a nominated Chair and the minutes of the groups will form formal records of the overall Project proceedings. They will feed into the meetings of “Project Team” which will meet on a monthly basis to discuss operational issues and progress of the various project teams.

The project is governed by the Project Board of which the membership and terms of reference have been developed to ensure the most effective management of this strategic project. This was considered essential in order for the project to achieve its Investment Objectives and manage the risks accordingly. The membership of the Project Board and all roles, responsibilities and terms of reference in relation to this project are included within this section of the Management Case. Under the general principles of PRINCE2 methodologies, the Project Board will manage the activities and outputs of the project, meet WG requirements and any specific guidance, issued during the project's lifespan.

1.6.4 Benefits Realisation

Benefits that will be realised may be either financial or qualitative (for example improvement in educational standards). A strategy and supporting Plan for Benefits which clearly shows what will happen, where and when the benefits will occur and who will be responsible for their delivery will be developed for the preferred option to be taken to FBC.

The plan for benefits will be integrated into or coordinated with the project plan and will be very clear regarding handover and responsibilities for on-going operations in the changed state (where the benefits will actually accrue). There will be a Tracking Process, which monitors achievement of benefits against expectations and targets. The tracking process will be capable of tracking both 'hard' (e.g. cost, headcount) and 'soft' (e.g. image) benefits and operates alongside the changing operation. The progress of this plan will be reported by the Project Manager to the Project Board.

1.6.5 Risk Management

In developing the economic case, an updated risk workshop was held on 20th November 2013, to understand the risks associated with each of the short-listed options and to analyse the financial value of those risks. The Council's SSIP, particularly its intention to deliver education in 21st Century settings, will be seriously compromised if risks are not managed adequately.

All projects have an element of risk and there must be a proactive approach to risk management to balance risks against the potential rewards and plan to minimise or avoid them. It is also acknowledged that taking some amount of risk will be inevitable to the



success of the project. The strategy, framework and plan for dealing with the management of risk for the preferred option follows a PRINCE2 methodology.

1.6.6 Post Project Evaluation Review (PERs) Arrangements

PERs appraise how well the project was managed and delivered compared with expectations. The purpose of a PER is to determine whether the project was successful and identify any lessons learned. A PER also looks at whether the project produced the required deliverables within the agreed timeframe.

The Council plan to conduct a PER after the project has been completed. By then, the project deliverables will have been handed over to the Council by the contractor. A PER is a critical part in the project life cycle, as it's during this review that the success of the project is measured. In this instance the review is timed to take place in March 2019, 6 months post-handover of Ysgol Newydd (Ystalyfera). Form F132 (Appendix H Project Evaluation Review) is used as the basis of the planned PER.

1.7 Recommendation

The preferred Option 6, to establish a new 21st Century 'all-through' 1,123 place 3-18 Welsh-medium school in a part new build, part major reconstruction and part remodelling of the existing on the Ysgol Gyfun Ystalyfera site which is Council ownership; as outlined in this OBC is recommended for Welsh Government approval and progression to Full Business Case (FBC).

Signed: 

Date: 11th July 2014

Senior Responsible Owner

Project Team



2.1 The Strategic Case

2.2 Introduction

The purpose of this section is to explain and revisit how the scope of the proposed project or scheme fits within the existing business strategies of the organisation and provides a compelling case for change, in terms of the existing and future operational needs of the organisation.

2.2.1 Strategic Outline Programme

Neath Port Talbot's Initial Strategic Outline Programme (SOP) was submitted to Welsh Government (WG) on 10th December 2010 and structured in accordance with the published guidance at that time.

In July 2011 as a result of the Comprehensive Spending Review, WG invited all local authorities to resubmit a Revised Strategic Outline Programme for their Band A 21st Century Schools proposals on an affordability basis given confirmation that local authorities would now have to match any capital funding by WG at an intervention rate of 50% of programme value.

Furthermore, the prioritisation of projects would be considered against a revised set of criteria over an extended funding timeframe (2014 - 2020). These are focused on tackling estate efficiencies, surplus places and building condition with funding being made only available to support new build and/or remodelling and reconstruction type projects clearly linked to transformational school improvement.

Refurbishment projects promoting a 'patch and mend' approach, would not receive capital support from the 21st Century Schools Programme at this stage.

Neath Port Talbot's **Initial Strategic Outline Programme** Band A (2012 – 2014) submission comprised of the following 6 projects:

- A new build 21st Century 3-16 (all through) school on a new site to replace Glanafan, Cwrt Sart and Sandfields Comprehensive schools and Traethmelyn Primary schools which would subsequently close;
- A new build 21st Century 3-11 school on the existing Glanymor Primary school site, to replace Glanymor and Tirmorfa Primary schools which will subsequently close;
- A new Welsh-medium 11-16 Secondary school on the site of the vacated Sandfields Comprehensive school and federate with a reconfigured 11-18 YG Ystalyfera. Both schools require refurbishment;
- A new build 21st Century 3-16 (all through) faith school on the existing St Joseph's Comprehensive school site, to replace St Joseph's Infant, Junior and Comprehensive schools which will subsequently close;
- The roll out of the NPT ICT Learning Gateway; and



- A new build 21st Century 3-11 school (Phase 1) in the Coed Darcy urban village development.

The total Initial Strategic Outline Programme Band A investment cost envelope amounted to £92M.

Future investment requirements were identified as:

- Band B - 7 projects with capital costs of £88M, reducing surplus places by 1,431, and generate savings of £42.5M backlog maintenance;
- Band C - 4 projects with capital costs of £79M, reducing surplus places by 504, and generate savings of £11.8M backlog maintenance;
- Band D - 2 projects, capital costs of £30M, and generating savings of £24M backlog maintenance.

Neath Port Talbot's **Revised Strategic Outline Programme Band A (2014 – 2020)** comprised of the following 7 projects and was submitted to Welsh Government on 18th November 2011:

- Establish a new, 21st Century, 3-16, 'all through' English medium school in a new build on a new site in the Baglan area of Port Talbot;
- Establish a new, 21st Century, 3-11, English medium school in a new build on an existing site in the Sandfields area of Port Talbot;
- Establish a new, 21st Century, 3 – 18, 'all through' Welsh-medium school in a new build/part reconstruction on an existing site in Ystalyfera in the North of the County Borough;
- Replace an existing 11-18, Faith secondary school in the Aberafan area of Port Talbot with an 11 – 16, 21st Century school, in a new build on the existing site;
- Establish a new, 21st Century, 3-11, English medium school in a new build on an existing site in the Briton Ferry area;
- Establish a 11 – 16, Welsh-medium secondary school – South Campus;
- Establish a new, 21st Century, 3-11, primary school in a new build at Coed Darcy, Neath.

The total Revised Strategic Outline Programme Band A investment cost envelope amounted to £93M.

The Council's Revised Strategic Outline Programme Band A proposals comprise projects that are strategically linked and interdependent which will deliver the following benefits:

- Deliver 21st Century schools
- Use resources efficiently and effectively



- Provide the right schools in the right places
- Reduce surplus capacity
- Promote Welsh-medium education
- Promote diversity and equality

Additionally, the proposals will contribute positively to realising the challenges of the 'One Wales' agenda as well as other key national, international and local strategies and policies, including:

Internationally:

- United Nations Convention on the Rights of the Child

Nationally:

- The Learning Country: Vision into Action 2008
- Skills framework for 3-19 year olds in Wales 2008
- One Wales: One planet, a new sustainable development scheme for Wales May 2009 or ant successor strategy
- Learner Travel Operational Guidance - April 2009
- A Curriculum for all Learners 2010
- Measuring the capacity of schools in Wales – Circular 021/2011
- Welsh-medium Education Strategy
- Improving Schools National Implementation Plan 2012-2015
- A Living Language: A language for Living: Welsh Language Strategy 2012-2017
- Building a Brighter Future: Early Years and Childcare Plan 2013
- School Standards and Organisation (Wales) Act 2013
- School Organisation Code 2013
- School Organisation: Consultation with Children and Young People – Guidance Document 2013

Locally:

- Single Integrated Plan 2013-2023
- Local Development Plan
 - Forward Financial Plan 2014-18



- Corporate Improvement Plan “Rising to the Challenge” 2013-16
- Property Asset Management Plan 2011-2016
- Inclusion Strategy 2011 – 2014
- Welsh in Education Strategic Plan (2014-2017)
- Strategic Performance Improvement Plan – “Becoming Excellent” 2013-2016

The strategic and transformational projects outlined within the Revised Band A SOP, demonstrates the vision of the authority to address prominent issues, significantly raise the standards of schools for learners and link strategically with regeneration initiatives.

Analysis of data captured through the Council’s 2010 Condition and Accessibility Survey Review and Welsh Government’s School Estate Survey concluded that there was a backlog of maintenance across the school estate amounting to £111M, of which £6M related specifically to making schools accessible and compliant with Equality legislation.

Overall, it emerged that Neath Port Talbot County Borough Council had a greater percentage of the poorest school buildings both regionally and nationally with 20% of its Primary schools and 57% of its Secondary schools receiving the lowest banding for Total Weighted Scores.

The cost of maintaining significant surplus capacity and falling school rolls, together with old and deteriorating building stock, and high 'per pupil' costs constrains the Council's ability to invest in teaching and learning. Further, this does not represent an efficient use of public money.

Proposed projects across funding Bands A to D address these issues. The proposals also encourage collaboration and innovation (locally and regionally) whilst engaging with key stakeholders and maximising opportunities within the local community.

The Revised Band A SOP links Welsh-medium provision in the North and South of the County to other strategic initiatives within Band A.

Backlog maintenance and accessibility costs within the overall school estate at April 2012, following the implementation of 3 Primary school closures and the decommissioning of a Secondary PRU remained in the region of £108M.

This clearly illustrates that NPT has an ageing and deteriorating school building stock.

The projects identified within the Revised Band A SOP address the issue of school condition by prioritising (wherever possible) schools that have significant backlog maintenance issues and are assessed as being ‘poor’ (Grade C) or ‘life expired’ (Grade D).

There are 6098 (Primary and Secondary schools placement data 2014) unfilled places within NPT primary and secondary schools.

The Council has a duty to secure efficient educational provision, promote high standards and the fulfilment of every child’s potential and through its Strategic School Improvement



Programme intends to continue to drive forward an approach to school improvement based on a strategic programme for change underpinned by a clear set of principles that help to maintain a clear focus on:

- Standards in Education
- The need for places and the accessibility of schools
- The quality and suitability of school accommodation
- Effective financial management

The direct impact of the proposed schemes (within Band A), is as follows:

- Surplus places will be addressed, with over 1,327 being reduced as a result of the initial (Band A) proposals.
- Statutory consultation will be required in all schemes in Band A.
- Transformational “all-through” education (3-16) is integral to 2 schemes in Band A.
- The demand for increased Welsh-medium Education (WME) will be met in the South of the County, while delivering enhanced provision in the County’s Welsh speaking heartland (Ystalyfera).
- Inter-authority discussions will be on-going where collaboration is appropriate and opportune.

This OBC seeks to establish a new 21st Century, 3-18 ‘All Through’ Welsh-medium school, in a new build / part reconstruction on an existing site in Council ownership in the Ystalyfera area of Neath Port Talbot. This is to address the major issues of significant surplus capacity, falling school rolls and high backlog maintenance costs associated with ageing and deteriorating school buildings, which do not meet relevant legislative and recommended standards.

For the purposes of this OBC we have reviewed information contained within the aforementioned Revised Band A SOP and can confirm that there have been no changes that affect the strategic case.

2.3 Part A: The Strategic Context

At April 2014, NPT delivers its educational provision through 66 primary schools, 11 secondary schools, 3 special schools and 1 pupil referral unit.

Although the Council has invested significantly in the school estate since its inception in 1996 (£120M+), there remains a significant challenge, even after implementing current school re-organisation proposals contained within the NPT Strategic School Improvement Programme (SSIP).



The principles of the SSIP underpin the educational needs of children and young people delivered in an efficient and cost effective manner. These principles are:

- Standards in education;
- The need for places and the accessibility of schools;
- The quality and suitability of school accommodation; and
- Effective financial management.

2.4 Organisational Overview

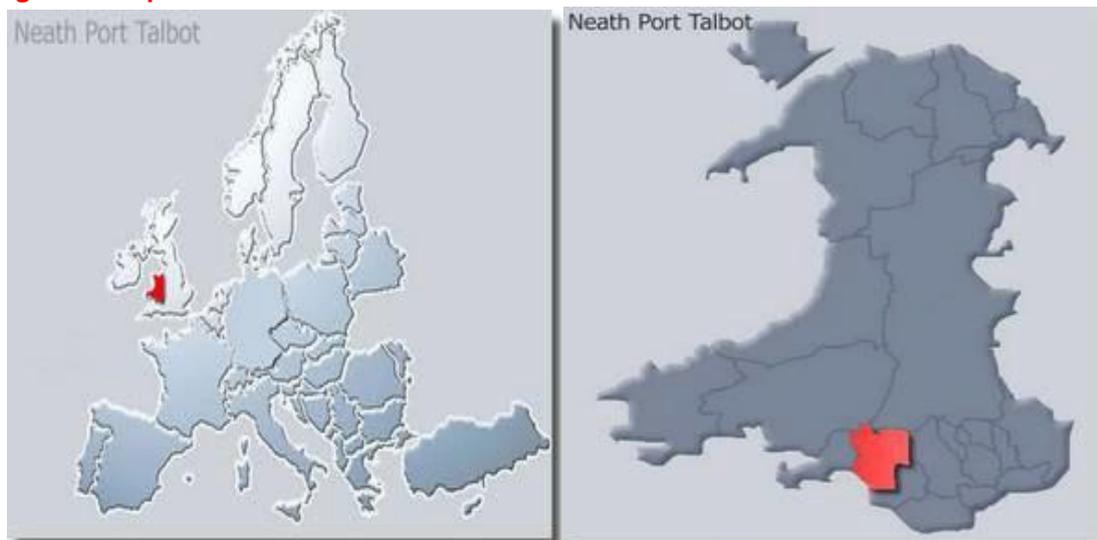
2.4.1 The Authority, its Geographical Area and the Population served

Neath Port Talbot (Castell-Nedd Port Talbot) is a County Borough Council which lies at the western end of South Wales.

It borders the other principle areas of Bridgend and Rhondda Cynon Taff to the east, Powys and Carmarthenshire to the north and Swansea to the west. Its principal towns are Neath, Port Talbot and Pontardawe.

Neath Port Talbot County Borough is located in the centre of the South Wales economy along the M4 corridor with direct access to London, the South East of England and other parts of the UK and Europe. The A465 also provides access to the Heads of the Valleys with links to the Midlands.

Figure 1: Map of Neath Port Talbot area



Employment opportunities within the County Borough help meet regional need and support the role of the City of Swansea which has been identified in the Wales Spatial Plan (WSP) as the powerhouse for economic growth within the Swansea Bay Waterfront and Western Valleys region and also within the Economic Growth Strategy for South West Wales. Due to its geographical location the area has a large travel to work area which extends to Swansea, Llanelli, Bridgend and increasingly includes Cardiff and Eastern Valley areas.



The County Borough Council covers an area of approximately 442 Kilometres squared. This an area which stretches from the borders of the Brecon Beacons National Park to the coast. Rising from sea level in the west, to 600 metres at Craig y Llyn, above Glynneath. The majority of land is upland or semi-upland in character and the large majority of this land is covered by forestry with mainly conifer plantations.

The upland areas are cut by five valleys, the Vale of Neath, Dulais Valley, Afan Valley, Swansea Valley and Upper Amman Valley. Most low lying land is near to the coast around the town of Port Talbot. Today's settlement patterns reflect the industrial history of the area, with urban development along the low lying areas of the valleys and some parts of the coast.

Neath Port Talbot County Borough has a population of just under 140,000. This represents around 4.6% of the total Welsh population of 3.063 million. Population is forecasted to grow by around a further 11% between 2011 and 2021. The County Borough's population density is also well above the average for Wales, reflecting the industrial nature of much of the region and the County Borough's relatively small geographical area. The South of the County Borough is considerably more populous than the North.

Neath is the County Borough's largest town, with a population of around 47,000. Port Talbot is the second largest urban centre with 35,000. Other urban centres include the towns of Briton Ferry (7,000), Pontardawe (5,000) and Glynneath (4,500).

The Welsh Index of Multiple Deprivation 2011 ranks areas in Wales in terms of deprivation. On this scale, fourteen Lower Level Super Output Areas (LLSOAs) in Neath Port Talbot fall in the 10% most deprived areas in Wales and the majority of its LLSOAs areas are more deprived than the Wales average.

At the time of the 2011 census, 62.3% of the population were economically active in Neath Port Talbot of which 55.6% were in employment. This is lower than the economically active average for Wales (65.8%) and also England and Wales (69.7%).

Neath Port Talbot has a greater percentage of economically inactive people than the National average of 37.7%. This is compared to 34.2% in Wales and 30.3% in England and Wales. Neath Port Talbot also has a large percentage of long term sick or disabled, at a rate of 9.6%. This is higher than the Welsh average (6.3%) and over double the average for England and Wales (4.2%). This suggests a high number of residents relying on government benefits and can also indicate social exclusion.

There are many reasons for the high unemployment rates, including the decline of major industries such as coal mining and petro-chemicals, limited success over recent years in attracting new employment opportunities to the Valley communities, the skill base of the population and problems many experience with poor health which may be impacting upon their ability to access jobs.

Unemployment trends have also fluctuated in recent years largely due to the unstable economic climate. Over the period July 2011 to June 2012, 9.3% of the working age population were unemployed. This is a greater percentage than the average for Wales (8.5%) and the UK (8.2%). This figure has decreased slightly from the previous year, which saw unemployment at its highest rate over recent years at 10.3%.



The 2011 Census indicates there are a lower percentage of professional occupations within Neath Port Talbot than the national average. They constitute 12.9% of the population which is lower than average for Wales (15.8%) and the England and Wales (17.4%). The largest percentage of the workforce are employed in skilled trade occupations, at 13.4%. This figure is equivalent to the Welsh average and higher than the England and Wales average of 11.5%.

Neath Port Talbot has a high percentage of process plant and machine operatives, which at 10% is greater than the England and Wales average of 7.2%. This reflects the large manufacturing base and presence of large employers in this field, such as Tata steel.

Reflecting the lower level of professional occupations, the average weekly full time earnings (£446.00) for residents is below the average for Wales (£455.00) and the UK (£505.90). However, the increase from the previous year was +2.6% in Neath Port Talbot, a greater percentage increase than for Wales (0%) and UK (1.5%).

Business start-ups including self-employment in Neath Port Talbot are currently running at a relatively low level. This suggests a lack of entrepreneurship within Neath Port Talbot and a possible area for future growth. The percentage of self-employed residents is lower than both the Welsh and UK average although there has been a gradual increase over the period 2004-2012, with the gap being reduced to 2.3% by 2012 down from 4.1% in 2004.

The County Borough has a significantly smaller proportion of residents obtaining NVQ level 4 and above, compared to the Welsh average. At the time of the 2011 Census, only 18.8% of the population of Neath Port Talbot had a NVQ 4 (and above) qualification. This is lower than the average for Wales (24.5%) and England and Wales (27.2%). The percentage of the population with no qualifications was also higher than the national average, amounting to 30.9% in Neath Port Talbot, 25.9% in Wales and 22.7% for the England and Wales average. The percentage of residents with trade apprenticeships amounted to 5.1% of the population, which is greater than the Welsh average (3.9%) and England and Wales average (3.6%). Lower levels of qualifications within the area suggests a lower skilled workforce, which could be viewed as a barrier to attracting highly skilled and high wage employment.

The majority of people living within Neath Port Talbot are white British, with over 75% of residents considering themselves Welsh. Around 20% of the population speaks Welsh and English.

The local economy is based on a strong manufacturing base, (almost twice the UK average), with a steady increase in the service sector within the automotive sector, consumer electronics and components, general and precision engineering and other light operations. Neath Port Talbot is also home to a wide range of national and international companies such as Amazon, GE Energy, Intertissue and Ecolab. The Corus Group, taken over by India's Tata Steel in early 2007 created the world's fifth-largest steel group which directly employs some 3000 people at its plant in Port Talbot and also provides numerous contracting opportunities for local people and businesses. Close links to universities support research and development opportunities.

Multi million pound infrastructure and regeneration projects are generating a significant increase in construction employment while the growing tourism industry now provides jobs to



more than 1000 people, attracting over 1.3m visitors contributing up to £73.9 million to the local economy.

When complete, the £1.2 billion Coed Darcy urban village will feature four new schools, health and sports facilities, a community centre, shops as well as some 4,000 homes. Other developments include an £80m redevelopment of Neath Town Centre, and over £30m of private sector investment to date on the regeneration of Aberafan Seafront.

Baglan Energy Park is the first stage in the regeneration of Baglan Bay, a single development site to eventually total 1,500 acres. Opportunities exist for both manufacturing and service industries on this prestigious and ideally located strategic site adjacent to Junction 41 of the M4 motorway. This development which revived a former industrial area has won the British Urban Regeneration Association (BURA) for best practice in regeneration, one of only two projects in Wales to win an award. World class companies are attracted to the Energy Park, which when completed, is expected to create approximately 3000 jobs. Wales' first biomass renewable energy plant has been constructed while GE Energy, one of the world's largest companies invested £500m in a power station containing the latest gas turbine technology.

A new road link from Junction 38 (M4), Margam through Port Talbot Docks and Baglan Energy Park has opened up additional areas of land in the Docklands for redevelopment opportunities. A master-plan has been designed for the central Port Talbot area and a mixed use development scheme encompassing residential, bulky goods retail, leisure, office, business and storage opportunities will lead to the redevelopment of the Harbourside.

Such developments and continued investment are providing increased employment opportunities and a growing confidence in the regeneration of the County Borough.

2.4.2 Education Provision

As of April 2014 Neath Port Talbot currently has:

- 66 Primary Schools;
- 11 Secondary Schools; and,
- 3 Special Schools.

A review of the Local Authority's school improvement protocols and the drafting of a primary strategy has been undertaken. Current outcomes (2012/13) are as follows:

Foundation Phase – 81.7% achieved the Foundation Phase Outcome Indicator (outcome 5 or above in PSD, LCE/LCW & MDT). This is 1.3% below the Welsh average and NPT is ranked 15th.

Key Stage 2 – 82.0% achieved the CSI in 2013- an 8.4% increase since 2009. The difference between NPT & Wales has been reduced from 3.4% in 2009 to 2.3% in 2013. NPT is ranked 20th in Wales

Key Stage 3 – 73.1% achieved the CSI in 2013, - a 14.2% increase since 2009. The difference between NPT & Wales has risen slightly from 2.5% in 2009 to 3.9% in 2013. NPT is ranked 19th in Wales.



Key Stage 4 – 56.0% achieved L2+ in 2013, a 6.2% increase since 2009. NPT are ranked 6th In Wales. The all Wales average is 52.7%. 87% achieved L2, the highest in Wales – a 23.9% increase since 2009. The all Wales average is 77.8%.

The Local Authority's regional strategy demonstrates ERW's mission in making every school a good school and this will be achieved by implementing the Welsh Government's Improving Schools Plan that includes:

- Improving the quality of teaching and learning.
- Strengthening approaches to inclusion and safeguarding.
- Effective leadership at all levels.
- Building effective partnerships around schools.

As published by the Welsh Government as part of the School Census release (July 2013), pupil teacher ratios across all schools in the County Borough at 18.2:1, ranked 13th and slightly higher than the Welsh average class sizes of 17.9:1.

The % of pupils eligible for free school meals across all sectors is 23.2%, which is above the Wales average of 19.5% and the 5th highest in Wales

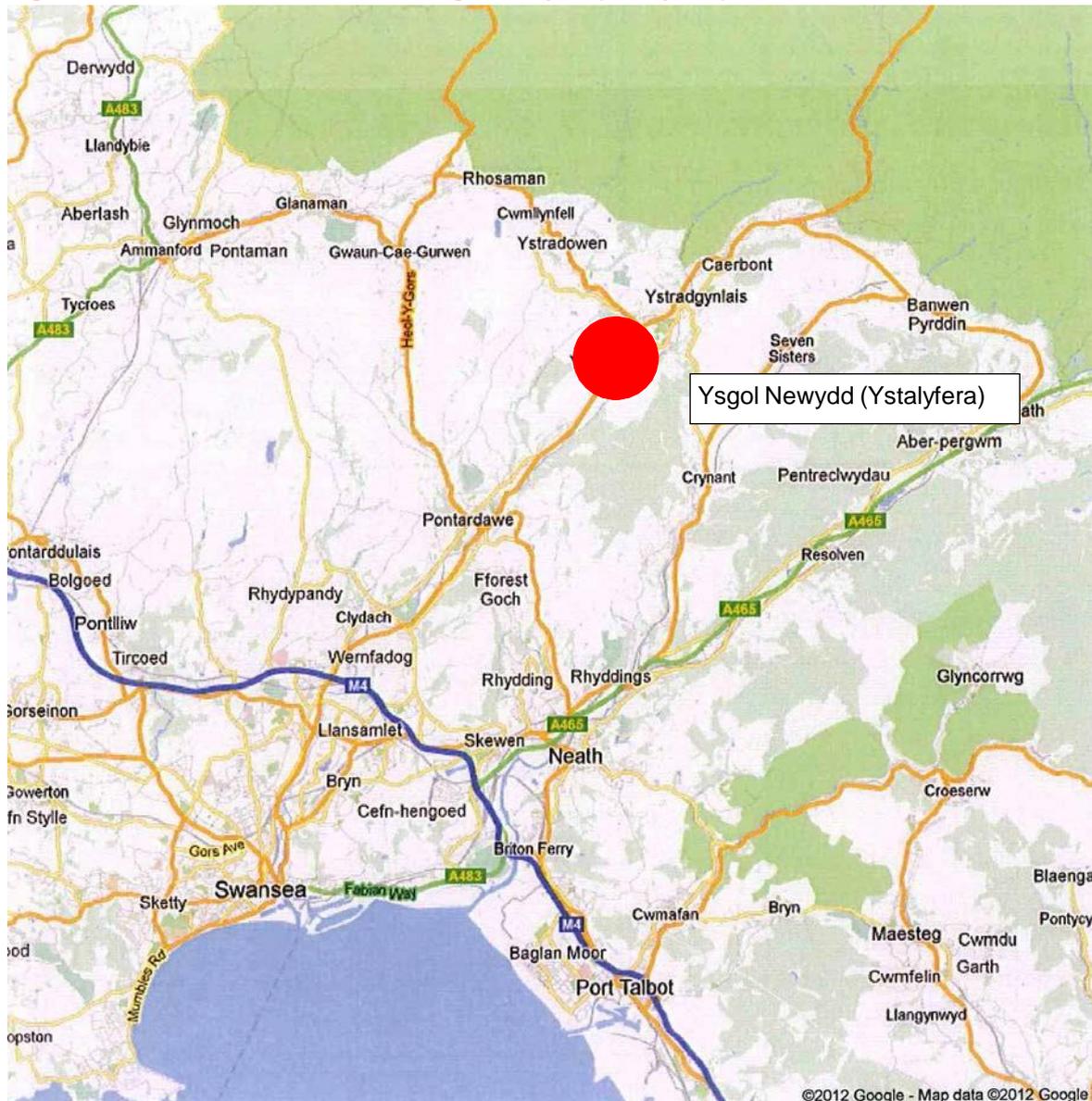
The school population in January 2014 was recorded at 20,588 pupils, consisting of 12,455 Primary school pupils; 7,928 Secondary school pupils and 205 Special school pupils.

The % of NEETs (Not in Education, Employment or Training) is 4.4%, greater than the Wales average (3.7%), resulting in Neath Port Talbot being ranked 18th in Wales. (WG data release 30/04/14)

The 2014/15 total budget for all schools in the Council is £78,734,190 with the average expense per primary school pupil amounting to £3,499 and secondary school pupil £4,438.



Figure 2: Location of New School – Ysgol Newydd (Ystalyfera)



2.5 Strategic Aims and Objectives

NPT's School Improvement Strategies reflect the Council's core values - as articulated in the Corporate Improvement Plan "Rising to the Challenge" 2013 - 2016, Single Integrated Plan 2013 - 2023 and other related documents

The overarching aim for NPT's Strategic School Improvement Programme (SSIP) is:

"To enable the Authority to respond to changing circumstances that impact upon its ability to meet its duty to secure efficient Primary and Secondary education, promote high standards and the fulfilment of every child's potential".

Rigorous self-evaluation practices and data analysis have resulted in drafting a School Data Management Protocol and a draft Primary Strategy with effect from September 2012 to tackle the current pupil achievement issues.



The LA will continue to build upon the successful KS4 outcomes, including the 14-16 agenda and share sector leading aspects with other LAs.

The LA will continue to improve its challenge and support of all schools as part of the Regional Integrated School Improvement Service (RISIS) with a relentless focus on improving pupil outcomes.

The Council's School Improvement Strategies are aligned to all components of the Schools Effectiveness Framework. Embedding the SEF via the National Model for School Improvement has been a priority for all schools since September 2010.

School improvement policies, procedures and practices have a clear focus on:

- Distributed leadership, pupil voice and wellbeing.
- Engaging with a range of Professional Learning Communities (PLCs) to ensure a real dynamic for change.
- Community involvement.
- Ensuring effective interface between all services, partners and stakeholders that support children and young people.
- Effective analysis and use of data to benchmark performance and highlight areas for improvement.

NPT will use 'school improvement and effectiveness practitioners' or system leaders – in line with Michael Fullan's change theories¹. Examples of inspirational teaching and learning will be shared on the Neath Port Talbot learning Gateway (NPTLG) in order to achieve sustained transformation of approaches to teaching and learning. NPT recognises the benefits of adopting collaborative approaches to the provision of education and specific examples of this include: researching Welsh-medium Education provision across neighbouring authorities, utilisation of joint agreements in relation to IT infrastructure developments and the procurement of external support through the South West Wales Regional Partnership (SWWRP) Forum for Construction and Professional Service.

2.6 Business Strategies

2.6.1 National Strategies

The Council aims to deliver **Making Connections** and **One Wales** agendas by linking together a wide range of concurrent WG initiatives (including the implementation of the skills curriculum 3-19) to yield the benefits to learners envisaged by **Beecham** and the **Skills that Work for Wales** documents.

¹ "Change Theory – A Force for School Improvement Programme" by Michael Fullan - http://www.michaelfullan.ca/Articles_06/06_change_theory.pdf



The authority also plans to link closely with **The Learning Country** document, the **Schools Effectiveness Framework**, which sets out the Welsh Government's programme to increase the life-long education and training opportunities that are available in Wales (from early years through to old age).

The Learning Country aims to implement the complex technological change required and meet huge shifts in competitive pressures from within Europe and beyond. This is supported by the **One Wales Laptop** project, which demonstrates Welsh Government's commitment to delivering ICT facilities to encourage digital inclusion in deprived areas, which in turn will encourage children to engage in learning and help pupils to improve their literacy, numeracy and ICT skills.

We will ensure that all our policies and procedures are aligned to Welsh Government's **Improving Schools** document 2012, which sets out plans for improving the Education system in Wales and identifies the roles of all partners in the process of reform.

2.6.2 Local Initiatives

Current projects / initiatives include:

- Finalising the Education through Regional Working (ERW) approach and relevant policy documentation re support and challenge for all schools in the consortium;
- Developing an 'Authority-wide' pupil voice approach – involving pupils' intervention in policy making and curriculum planning in line with the SEF;
- Developing a range of Professional Learning Communities (PLC) e.g. visits to other schools in a 'family' to discuss school improvement strategies; 'in-county' catchment areas PLC; and Welsh-medium PLC;
- Outcomes of visits to 21st Century Schools in England shared with head-teachers and LA officers to improve understanding of the link between pupils' learning environment and outcomes;
- 'All Authority' involvement in mid-cycle reviews of all schools on a rolling programme. This involves lesson observations that serve as a catalyst for professional dialogue and challenge regarding sector-learning practice in teaching and learning. Inspirational teaching and learning is populated on the Neath Port Talbot Learning Gateway;

Running alongside these initiatives is the Council's Strategic School Improvement Programme (SSIP) which has the following strategic aims:

'To enable the authority to respond to changing circumstances that impact upon its ability to meet its duty to secure efficient Primary and Secondary Education, promote high standards and the fulfilment of every child's potential.'



2.6.3 Assist ICT

NPT has a vision that will deliver a culture of learning which prepares young people to face the challenges of the 21st Century. Its primary function is to address learners' diverse learning styles, needs and interests through innovative use of 21st century teaching and learning environments. The authority is currently populating the NPT Learning Gateway (NPTLG), with exemplars of effective, pupil-centred learning. NPT's proposals for transformation include:

- Developing the role of pupils in the teaching and learning process;
- Dissemination of 'sector leading practice' via established Professional Learning Communities (PLCs);
- A clear focus on literacy and numeracy as a key skill across the ability range – as a means of accessing both the National curriculum and schools' curriculum enrichment programmes; and
- Maximising opportunities offered through Welsh Government's HWB.

NPT has a proven track record of delivering cutting edge technology to the learning community and aims to build on this to facilitate transformation across all learning establishments. NPT has a whole authority approach to ICT development to ensure that all learners have the same opportunities. Significant investment in new technology has assisted in realising the vision for teaching and learning throughout the authority. New technologies have been prioritised and implemented in consultation with all the key stakeholders who are referenced through established forums and governance groups. The key Investments made to date include:

- All Primary and Secondary schools in Neath Port Talbot have achieved their internet connection targets;
- The Council has had its internet feed increased to 500Mb and will upgrade to 1Gb as soon as traffic demands;
- The server infrastructure under-pinning schools based internet filtering and centralised pupil data has been fully replaced;
- A new internet filtering system has been introduced for schools and libraries;
- All schools have been provided with high density wireless solutions; available both inside and outside school buildings;
- All schools wired networks have been upgraded to provide fully manageable solutions which meet the Welsh Government mandate of 1Gb to the desktop;
- Network Management solutions have been installed which will allow centralised management of schools based networks for those that require the service and will also provide a devolved management solution for those schools who would like to take more control;



- BYOD (Bring Your Own Device) solution is being tested which will allow teachers and pupils access to school based facilities from their own laptops, tablets and phones.

2.6.4 Next Steps

- Welsh Government has recently agreed that Primary schools within excess of 300 pupils will be provided with the same internet facilities as Secondary schools – that is 100 Mb connections. Neath Port Talbot has 10 schools that fall into this category that is ongoing with the LiDW (Learning in Digital Wales) team to promote these upgrades;
- Working groups have been set up with schools to determine what they want in wireless and BYOD solutions to look like and how they should operate;
- Organising an NPTC specific HWB day at which Secondary and Primary teaching staff can engage with Welsh Government representatives and the Local Authority teams to learn from good practice examples, talk through any school or class specific issues they have encountered and to determine where HWB might fit with their school strategies;
- Working with EDIS and schools in developing web filtering strategies that recognise the changing land-landscape in school based web access whilst following the latest safeguarding advice and guidance provided by Welsh Government;
- Meeting with ERW ICT group to identify and determine the best use of any regional resource(s) in helping deliver our local programme and to ensure that we identify any opportunities to configure our local solutions to benefit regional strategies and initiatives.

The use of NPTLG and HWB will create an integrated learning platform that matures upon the concept of the connected learning community, focusing on four key elements: access to 21st Century technology in schools; managed learning; managed technology environments and effective management information systems (MIS) with integration.

HWB is also integrated with Office 365, Microsoft's cloud based system, and by utilising their unique login identifier, all pupils and teachers are provided with email, office and secure storage which is cloud based, physically secured, available 24/7 x 365, device independent and delivered via a web browser from wherever an internet connection can be obtained.

Continued investment in the VLE will realise the following benefits to our learners: Simple sign on; effective communication across all areas, including parents, governors, teachers and the community; facilitate collaborative working; personalised learning space; access to core MIS and potentially virtual staff rooms and classrooms for dynamic learning communities.

NPT will target raising standards of literacy and numeracy via collaborative literacy and numeracy centres, facilitated by HWB and the NPTLG. The Council will continue to collaborate with others at a regional and national level to maximise the opportunities and to establish pan regional/national ICT systems, infrastructure and learning platforms.



2.6.5 Assist Welsh-medium Provision

Within Neath Port Talbot, 15.3% of people aged 3 and over speak Welsh, compared to the Welsh average of 19% (2011 Census). The opportunities to develop the Welsh language skills of young learners and hence their bilingualism, is an important aspect of the work of NPT schools.

NPT currently only has one Welsh-medium secondary school (Ysgol Gufyn Ystalyfera) which is situated in the North of the County Borough and is positioned very close to the boundary with Powys.

Due to its location, a substantial number of pupils have long daily travel journeys to school and research has shown that many parents choose not to send their children to Welsh-medium primary schools because of the travel distance at secondary transfer. A feasibility study undertaken by the Local Authority identified the greatest demand for Welsh-medium education to be in the South of the County, specifically in the Port Talbot area.

Furthermore, Ysgol Gyfun Ystalyfera has a number of ageing Category D condition CLASP buildings with extremely high backlog maintenance costs which threaten business continuity.

Within this OBC, the Council is seeking to establish a cohesive, fit for purpose sustainable all through 3-18 Welsh-medium school based on the Ysgol Gyfun Ystalyfera campus to replace the existing 11-18 provision at Ysgol Gyfun Ystalyfera and the 3-11 provision at Ysgol Gynradd Gymraeg Y Wern.

The project will involve elements of new build together with some reconstruction and re-modelling of existing accommodation.

Given the availability of finite capital resources within Band A of Welsh Government's 21st Century Schools' Programme and general site constraints at YG Ystalyfera, it is intended that the project will be delivered in two distinct phases to minimise disruption and maintain business continuity during construction and demolition works.

The first phase will see the provision of a new build teaching block and re-modelling of other general teaching areas to replace some of the poorest condition secondary school buildings on site alongside supplementary reconstruction and re-modelling works to establish the new primary phase element of the proposal.

It is planned to stagger occupation of the new, 3-18, 'all through' school between September 2016 and September 2018 as each element of the first phase of investment is completed.

The second phase of works will form part of a future funding submission to the Welsh Government's 21st Century Schools' Programme and will focus on dealing with the remaining secondary school building issues not tackled within the first phase of investment.

YG Ystalyfera and YGG Y Wern will consequently close on completion and occupation of the first phase of identified works to be replaced by the new all through 3-18 school.



At the Ystalyfera site, the new all through 3-18 Welsh-medium school will cater for the following pupil numbers:

- 200 (Primary aged pupils 3-11 including a 20 place Nursery)
- 680 (Secondary aged pupils 11-16)
- 243 (6th Form)

The implementation of this proposal is underpinned nationally by the Welsh-medium Education Strategy, A Living Language: A Language for Living: Welsh Language Strategy 2012-2017 and locally by the Council's Welsh in Education Strategic Plan (2014-2017).

This specific project is intrinsically connects to another two projects identified within the Council's SSIP and Band A 21st Century Schools submission including the creation of a 650 place 11-16 Welsh-medium secondary school in the South of the County Borough at the vacated Sandfields Comprehensive school site resulting in fewer numbers of secondary age pupils attending the 3-18 school in the North over a period of time and a significant reduction in travel time for those pupils in the South of the County Borough as they transfer to a more local Welsh-medium secondary provision.

The development of a 650 place 11-16 Welsh-medium secondary school in the South of the County Borough at the vacated Sandfields Comprehensive school site will therefore offer improved options for parents who previously chose not to send their children to Welsh-medium primary schools because of the travel distance at secondary transfer.

2.6.6 Assist Economic Development

This OBC assists one of the key themes (**Making Wales a Learning Country**) of the national economic development plan 'A Winning Wales' by:

- Increasing the skills of the workforce (in the longer term) and tapping the potential of our diverse population;
- Driving up standards and attainment;
- Removing the barriers to learning;
- Strengthening links between learning and business (in the longer term);
- Providing lifelong learning opportunities for all.

It supports WG objectives stated within The Learning Country, to transform Wales into a place where high quality lifelong learning realises the potential of all learners and extends opportunities.

Increased levels of achievement will empower young people and adults to strive for social and economic well-being resulting in a better skill base that enables business and people to prosper in a secure, stable and sustainable economy.

Tackling the challenge of economic growth is not achievable in isolation and as such, the Council is committed to maximising opportunities offered through Welsh Government, UK



and European economic and regeneration programmes. This includes opportunities to consider wider social and economic impacts through the procurement process.

The Council is determined to engage fully with all prospective partners and harness the knowledge and commitment of the private sector to support growth and employment opportunities for local people as recently evidenced with the Amazon, Coed Darcy Urban Village and the new Swansea University Science and Innovation Campus partnerships.

Neath Port Talbot County Borough Council forms part of Wales' first 'city region', in a move to encourage economic growth and boost investment within South West Wales. The Swansea Bay City Region stretches from Neath Port Talbot to Pembrokeshire encompassing Swansea and Carmarthenshire.

All four local authorities are working alongside local businesses and Welsh Government to progress key economic drivers such as transport, inward investment, the knowledge economy and tourism.

Research has found that larger city areas are more competitive and prosperous nationally and internationally, thus by pooling resources and taking a more strategic approach to economic issues over a wider geographical area, South West Wales will be in a better position to meet and respond to the demands of the current economic climate.

The vision within the Region's Economic Regeneration Strategy is that:

“By 2030, South West Wales will be a confident, ambitious and connected European City Region, recognised internationally for its emerging knowledge and innovative economy.”

The key high-level target of the strategy is that by 2030 productivity levels in the City Region are once again at 90% of the UK level.

The following strategic aims are identified as being necessary to achieve this:

- Business growth, retention and specialisation;
- Skilled and ambitious for long term success;
- Maximising job creation for all;
- Knowledge economy and innovation; and
- Distinctive places and competitive infrastructures.

2.6.7 Spatial Plan

The Council will adhere to the agenda and overall role, purpose and principles of the Wales Spatial Plan by:

- Making sure that decisions are taken with regard to their impact beyond the immediate sectorial or administrative boundaries and that the core values of sustainable development govern everything we do;



- Setting the context for local and community planning;
- Influencing where money is spent by the Welsh Government through an understanding of the roles of and interactions between places;
- Providing a clear evidence base for the public, private and third sectors to develop policy and action.

It is a principle of the Wales Spatial Plan that development should be sustainable. Sustainable development is about improving wellbeing and quality of life by integrating social, economic and environmental objectives in the context of more efficient use of natural resources.

Although this project specifically addresses educational provision for the learning communities in the Ystalyfera area, it also supports the WG Winning Wales agenda by creating construction jobs during the construction period and, as an additional benefit, will create and provide access for all to the learning resources of a fully integrated 21st Century Community School.

2.6.8 Regeneration of Area

The Council's revised 21st Century Schools Band A proposals will whenever possible consider the geographic location of provision and endeavours to deliver fit for purpose community schools that are capable of delivering efficient high quality educational experience for all learners.

The implementation of this proposal is underpinned nationally by the Welsh-medium Education Strategy, A Living Language: A Language for Living: Welsh Language Strategy 2012-2017 and locally by the Council's Welsh in Education Strategic Plan (2014-2017).

NPT currently only has one Welsh-medium secondary school (Ysgol Gyfun Ystalyfera) which is situated in the far North of the County Borough and close to the boundary with Powys. Due to its location, a substantial number of pupils wishing to transfer to secondary Welsh-medium education from the South of the County Borough have long daily travel journeys to school and research has shown that many parents choose not to send their children to Welsh-medium primary schools because of the travel distance at secondary transfer.

The project is unambiguously connected with two other projects within the Council's Band A 21st Century Schools submission including the creation of a 650 place 11-16 Welsh-medium secondary school in the South of the County Borough at the vacated Sandfields Comprehensive school site resulting (over a period of time) in a significant reduction in travel time for those pupils in the South of the County Borough as they transfer to a more local Welsh-medium secondary provision.

The development of the 650 place 11-16 Welsh-medium secondary school in the South of the County Borough will not only cater for the known demand from existing Welsh-medium primary schools in the South (YGG Castell-Nedd, YGG Rhosafan and YGG Tyle'r Ynn) but also stimulate the uptake of Welsh-medium education generally by providing improved options for parents who previously chose not to send their children to Welsh-medium primary schools because of the long travel distances to YG Ystalyfera at secondary transfer.



The project importantly targets specific local improvement objectives as articulated in the ***Corporate Improvement Plan “Rising to the Challenge” 2013-16:***

Objective 2 – Better Schools Brighter Prospects aims to raise attainment standards and to secure continuous improvement in service delivery so that all children and young people in Neath Port Talbot get the best start in life.

Increased levels of achievement empowers young people and adults to strive for social and economic well-being resulting in a better skills base to enable business and people to prosper in a new economy and secure sustainable futures.

Objective 4 – Prosperity for all aims to support investment in town centres and surrounding communities by actively promoting economic growth and regeneration so that job opportunities and access to employment are enhanced.

Our town centres and Valley communities are vitally important to the longer term regeneration of County Borough as a whole. Over recent years, the contraction of heavy industry in the area has impacted on the economic growth of Neath Port Talbot and the general economic downturn has greatly frustrated regeneration programmes making it more difficult for local businesses to create new jobs.

The Council’s response to the economic downturn has seen a determined effort to put in place strategies, plans and projects that will assist and complement a repairing economy. Our Strategic School Improvement Programme and Welsh Government’s 21st Century Schools Programme are major strategic drivers in achieving that aspiration.

The Council has a number of strategic goals in its local regeneration strategy which are linked to the proposal within this OBC:

- To develop the town of Pontardawe as a hub for commercial, residential, social and employment activities through an integrated physical regeneration of the town centre and the attraction of new investment;
- To bring forward the development of strategic regeneration sites in the Swansea Valley that attract new investment and create employment within surrounding communities; and
- To develop existing and establish new employment sites within the Swansea Valley that meet the needs of modern business, strengthens the local economy and ensure the provision of sustainable employment opportunities.

Frameworks for the continued regeneration of our major town centres (Neath, Port Talbot and Pontardawe) and their surrounding communities are already in place with specific projects underway to protect and enhance local vitality and vibrancy.

The Council continues to work very closely with the private sector identifying and assisting with the development of sustainable business opportunities.

The reconfiguration of YGG Y Wern and YG Ystalyfera to create the County Borough’s first “all-through” 3-18 Welsh-medium school provides opportunities for a transformational approach toward teaching and learning - further embedding WG strategies to up-skill local



people, and ensure the skills generated in the region, remain within the region to assist with economic development.

The establishment of a new 3-18 “all through” Welsh-medium school at Ystalyfera and the subsequent creation of an 11-16 Welsh-medium school in the South of the County Borough will inevitably safeguard ongoing opportunities for long-term employment in the towns of Pontardawe, Port Talbot and their surrounding communities and thus continue to contribute to the economic regeneration of County Borough and Country.

2.7 Part B: The Case for Change

Through SSIP, the Council has approved an approach to school improvement based on a strategic programme for change underpinned by a clear set of principles.

In March 2009, the Council prioritised areas requiring priority actions on the basis of:

- Underperforming schools causing significant concern;
- Schools with significant building maintenance issues;
- Additional Learning Needs efficiency savings;
- Pupils with high risk behaviours;
- Opportunities to implement change;
- Welsh-medium provision; and
- Temporary classrooms

The proposals contained within the Authority’s Revised Band A SOP and included within future investment Bands B-D constitute part of the Authority’s strategy for the future provision of 21st Century Schools that are fit for purpose and will provide the following improvements in the delivery of public services for learners in particular:

- Inspirational learning facilities that will result in improved outcomes for all pupils, promote equality and inclusion by providing facilities which can be accessed by all pupils and which the school can share with the community;
- Allow delivery of a pupil centred, inclusive and skills based curriculum that extends to social and sporting activities;
- Afford an opportunity to re-appraise Welsh language policies and provision, further promote Welsh language and Welsh-medium Education and progress along the language continuum within 3-18 educational establishments;
- Contribute to the primary and secondary modernising programme.



The main drivers for taking forward this proposal that seeks to establish A new 21st Century, 3-18 'All Through' Welsh-medium School, in a New Build / Part Reconstruction on an existing site in Council ownership in the Ystalyfera area of Neath Port Talbot are:

- All constituent schools have significant building maintenance issues;
- The existing WM Primary and Secondary Schools have surplus capacity;

The changes to WM Education at Ystalyfera compliment other strategic changes to WM Education proposed by Neath Port Talbot County Borough Council (i.e. a new WM Secondary school on the vacated Sandfields Comprehensive school site).

2.8 Investment Objectives

The Investment Objectives for this project are:

1. To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well-being of all pupils in the North of the County Borough
2. To improve the bilingual learning outcomes for all pupils across the ability range
3. To reduce the number of surplus pupil places in Welsh-medium Education in the North of the County Borough
4. To achieve efficiencies (economic and environmental) by having the right school in the right place
5. To ensure the school is a fully integrated community school providing access to its bilingual learning resources and therefore promoting community cohesion
6. To increase the percentage of Y6 pupils in Welsh-medium Primary Schools who continue to study through the medium of Welsh in the secondary sector



Table 11: Investment Objectives, Measures and Targets

Investment Objective	Measure	Target
<p>1. To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well-being of all pupils in the North of the County Borough</p>	<p>i. Improved motivation, engagement, attendance and extra curricular involvement as evidenced by</p> <ul style="list-style-type: none"> - School self evaluation and School Improvement Plan - Estyn Inspection outcomes - Local Authority review outcomes - Pupil voice / School Council 	<ul style="list-style-type: none"> • All aspects of pupil wellbeing (as detailed in Estyn guidance) to be awarded a judgement of Excellent by March 2020. • Achieve 95% attendance rate for the academic year 2018/19 • To interview 10% of pupils and 5% of parents to evaluate the effectiveness of the school's policies and practice s in promoting pupils' wellbeing seeking a 90% satisfaction rate (reference parental survey annexe 5 Estyn guidance)
<p>2. To improve the bilingual learning outcomes for all pupils across the ability range</p>	<p>i. Improved learning outcomes, as measured by relevant data sources;</p> <ul style="list-style-type: none"> - Estyn inspection outcomes - Local Authority Review - Individual pupil and school targets - Pupil voice / School Council feedback 	<ul style="list-style-type: none"> • All lesson observations of the 7 key areas of learning for Foundation Phase to be reported as Excellent or Good at one year post new school opening (i.e. by September 2019) • To achieve excellent or good Estyn and/or Local Authority judgements for the three Key Questions by March 2020 • All lesson observation reported by Estyn as Excellent or Good for Teaching and Learning by March 2020 • All lesson observations reported by Local Authority as Excellent or Good for Teaching and learning within eighteen months post new school opening (i.e. by 2020) • To ensure a 5% points increase in the CSI at Key Stage 2 by September 2020 • To ensure a 3% points increase in the Foundation Phase outcome indicator by September 2020. • To achieve a judgement of Good or Excellent for learner outcomes as part of the Local Authority Monitoring School Performance (MSP) visit and ERW categorisation by 2020



Investment Objective	Measure	Target
	<p>ii. Improved numbers of teachers demonstrating excellent or good quality teaching</p> <p>iii. Improved range and quality of learning opportunities and curriculum provision.</p>	<ul style="list-style-type: none"> • To gain a positive stakeholder satisfaction report based on Estyn, Learner and Parent questionnaires by March 2020 • All lesson observations reported by Estyn as Excellent or Good for Teaching and Learning within 18 months post new school opening (i.e. by March 2020) • All lesson observations reported by Local Authority as Excellent or Good for Teaching and Learning within eighteen months post new school opening (i.e. by March 2020) • All lesson observations reported by Estyn as Excellent or Good for Teaching and Learning by March 2020 • All lesson observations reported by Local Authority as Excellent or Good for teaching and Learning within eighteen months post new school opening (i.e. by March 2020) • To ensure a 5% points increase in the CSI at Key Stage 2 by September 2020 • To ensure a 3% points increase in the Foundation Phase Outcome indicator by September 2020 • All aspects of Estyn's Key Question 2 (How good is provision?) to be judged Good or Excellent by March 2020
<p>3. To reduce the number of surplus pupil places in Welsh-medium Education in the north of the County Borough</p>	<p>i. Reduction in surplus pupil places; Effective and efficient use of educational resources.</p>	<ul style="list-style-type: none"> • Reduce surplus places in the Upper Swansea Valley by 687 by September 2018
<p>4. To achieve efficiencies (economic and environmental) by having the right school in the right place</p>	<p>i. Review teaching staff contracts</p> <p>ii. Review support staff contracts</p>	<ul style="list-style-type: none"> • Reduced teaching staff budgets by 2% from September 2018 • Reduced support staff budgets by 4% from September 2018



Investment Objective	Measure	Target
<p>5. To ensure the school is a fully integrated community school providing access to its bilingual learning resources</p>	<p>iv. More efficient and effective management (structure) of schools</p> <p>iv. Reduced backlog maintenance and accessibility costs</p> <p>v. Reduction in energy use and carbon emissions</p> <p>i. Provide extended school days including community use of resources</p>	<ul style="list-style-type: none"> • Reduction in management costs of schools by 2.5%, by September 2018 • Reduction in backlog maintenance and accessibility costs of £9.042M by September 2018 • Reduction in energy usage by 513,416 KW/H per annum by September 2019. • Reduction in carbon emissions of 8,500Kg per annum by September 2019. • Reduced journeys for 650 Secondary pupils by September 2020. • Increase the average daily uptake of Primary phase Breakfast Club to 10% of eligible pupils by September 2019. • Increase the current Community use of School resources by 75% by September 2019 e.g. playing fields, meeting / workshop rooms and sports hall.
<p>6. To increase the percentage of Y6 pupils in Welsh-medium primary schools who continue to study through the medium of Welsh in the secondary sector</p>	<p>i. An increase in the number of pupils from NPT's Welsh-medium primary sector who continue to study through the medium of Welsh at Key Stages 3 + 4 as outlined in Outcome 2 of NPT's Welsh in Education Strategic Plan.</p>	<p>To achieve a Y6/Y7 transition target of 90% by 2017. Current (2014) % is 79%.</p>



2.9 Existing Arrangements and Business Needs

2.9.1 Staff and Pupil Numbers

The staffing complement at each of the schools is outlined in the table below.

Table 12: Staff numbers at the Secondary and Primary schools

School	Head Teacher	Dep. Head Teacher	Ass. Head Teacher	Senior Teachers	Teachers	Totals
YG Ystalyfera	1	1	4	0	56	62
WG Y Wern	1	1	0	0	5	7
Total	2	2	4	0	61	69

The pupil numbers at each of the schools is listed in the table below.

Table 13: Pupil numbers at the Secondary and Primary schools

School	Total pupils (excluding Nursery)	Excess places	Pupil/Teacher ratio	LA Projections for each school (including Nursery and Post-16)				Existing Capacity
				Jan 2014	Jan 2014	Jan 2014	Sept '14	
YG Ystalyfera	1,026	259	16.7	1,060	1,087	1,164	45	1,285
YGG Y Wern	115	147	19.3	143	151	159	16	6
Total	1,141	406		1,203	1,238	1,323	11	1,547

Pupil numbers at each of the schools are predicted to grow steadily over the next 3 years. By 2017, the combined school rolls are predicted to have a total pupil population of 1,411. Numbers will reduce in subsequent years to align with the capacity of the new school, as pupils currently attending from the South of the County Borough access complimentary local provision at the vacated former Sandfields Comprehensive School site.

The predicted variance on existing pupil numbers over the period is as follows:

- YG Ystalyfera + 18%
- YGG Y Wern + 31%

2.9.2 Secondary Schools' Condition, Suitability & Sustainability Overview (April 2014)

The Council has invested significantly in the school estate since its inception in 1996 (£120M+). However, there remains a significant challenge in bringing all schools up to a standard where buildings will be in good physical condition and fit for 21st Century teaching and learning even after implementing the school reorganisation proposals contained within



its Strategic School Improvement Programme and revised Band A 21st Century Schools submission.

Analysis of data captured in the Council's 2010 Condition and Accessibility Survey Review and Welsh Government School Estate Survey, concluded that there was a backlog of maintenance across the schools' building portfolio amounting to £111M, of which £6M related specifically to making schools accessible and compliant with Equality legislation. At that time, it emerged that Neath Port Talbot County Borough Council had a greater percentage of the poor school buildings both regionally and nationally, with 20% of its primary schools and 57% of its secondary schools receiving the lowest banding for Total Weighted Scores.

Since the initial data capture, the Council has reduced its number of primary schools from 71 to 66, resulting in a notional reduction in backlog maintenance and accessibility costs of £5.6M.

From September 2012 and as part of Welsh Government's Transitional Capital arrangements, Dwr Y Felin Comprehensive relocated onto a single site with the resultant closure and demolition of the Lower School buildings providing a further reduction in backlog maintenance and accessibility costs of £8.5M. Additionally, a £603K reduction in backlog maintenance and accessibility was achieved as a result of the decommissioning and closure of Ty Afan Secondary Pupil Referral Unit.

There has been no supplementary detailed assessment of any additional costs associated with the continuing deterioration of the school building stock over the last three years, although sample desktop surveys of schools (where proposals are being considered within Band A), indicate that the backlog maintenance liability could well have increased overall by a further 10% over this period. On that assumption, and taking the base 2010 backlog maintenance and accessibility liability of £111M (although having been reduced by £14.7M following the implementation of the school reorganisation proposals mentioned above), the backlog maintenance and accessibility costs are still likely to remain in the region of £106M.

Notwithstanding any other projects identified and submitted to WG within the Council's Revised Band A proposals, the successful phased implementation by September 2018 of the specific projects articulated in this OBC will potentially reduce the primary schools' portfolio further by 1, to 65 and the secondary schools' portfolio by 1, to 9 sites. Therefore, removing £9.042m from the Council's notional backlog schools maintenance and accessibility costs of £106M.

2.9.3 Primary Schools' Condition Overview

- 34 (51%) of primary schools are in 'good' or 'satisfactory' condition; and
- 32 (49%) of primary schools are in 'poor' condition showing major levels of deterioration (will improve with the successful implementation of this specific proposal).

Following implementation of this project, and as a result of the closure of YGG Y Wern, the Primary schools building portfolio will be reduced by 1 to 65, which impacts positively on the Primary Schools condition overview:



- 34 (52%) of primary schools will be in 'good' or 'satisfactory' condition; and
- 31 (48%) of primary schools will remain in 'poor' condition showing major levels of deterioration (improved with the successful implementation of this specific proposal).

2.9.4 Primary Schools' Suitability Overview

- 12 (18%) of primary schools are assessed as category A with 'good' levels of suitability for teaching, learning and wellbeing;
- 50 (76%) of primary schools fall within category B, being described as having 'satisfactory' levels of suitability, performing as intended, but not effectively supporting the delivery of the curriculum in some areas; and
- 4 (6%) of primary schools have been identified as category C and having 'poor' levels of suitability that adversely impact and inhibit teaching methods and school organisation.

Following implementation of this project, and as a result of the closure of YGG Y Wern, the Primary schools building portfolio will be reduced by 1 to 65, which impacts positively on the Primary Schools suitability overview:

- 12 (18%) of primary schools are assessed as category A with 'good' levels of suitability for teaching, learning and wellbeing;
- 50 (77%) of primary schools fall within category B, being described as having 'satisfactory' levels of suitability, performing as intended, but not effectively supporting the delivery of the curriculum in some areas; and
- 3 (5%) of primary schools have been identified as category C and having 'poor' levels of suitability that adversely impact and inhibit teaching methods and school organisation.

2.9.5 Primary Schools' Sustainability Overview

- 2 (3%) of primary schools are assessed as Grade A, with 'excellent' levels of sustainability;
- 10 (15%) of primary schools fall within Grade B, being described as having 'good' or 'above average' levels of sustainability; and
- 54 (82%) of primary schools are identified as falling within Grade C, having 'poor' levels of sustainability.

Following implementation of this project, and as a result of the closure of YGG Y Wern, the Primary schools building portfolio will be reduced by 1 to 65, which impacts positively on the Primary Schools sustainability overview:



- 2 (3%) of primary schools will be assessed as Grade A, with 'excellent' levels of sustainability;
- 10 (15%) of primary schools will fall within Grade B, being described as having 'good' or 'above average' levels of sustainability; and
- 53 (82%) of primary schools will be identified as falling within Grade C, having 'poor' levels of sustainability.

The acceptance of this OBC and the successful implementation of the phased proposal by September 2018 will impact on the existing primary schools' portfolio, with a subsequent net reduction in the number of NPT primary schools by 1 to 65.

£1.46M will be removed from the Council's estimated backlog maintenance and accessibility liability – and surplus places will be reduced by 147 places, based on January 2014 pupil numbers.

2.9.6 Secondary Schools' Condition Overview

- 2 (18%) of secondary schools have been assessed as being in 'good' or 'satisfactory' condition;
- 6 (55%) of secondary schools are described as being in 'poor' condition showing major levels of deterioration; and
- 3 (27%) of the secondary schools are identified as being bad or life expired.

Following implementation of this project, and as a result of the closure of YG Ystalyfera, the Secondary schools building portfolio will be reduced by 1 to 10, which impacts positively on the Secondary Schools condition overview:

- 2 (20%) of secondary schools will be in 'good' or 'satisfactory' condition;
- 6 (60%) of secondary schools will remain in 'poor' condition showing major levels of deterioration; and
- 2 (20%) of secondary schools remain identified as being bad or life expired.

2.9.7 Secondary Schools' Suitability Overview

- 2 (18%) of secondary schools are assessed as category A with 'good' levels of suitability for teaching, learning and wellbeing; and
- 9 (82%) of secondary schools fall within category B, being described as having 'satisfactory' levels of suitability, performing as intended, but not effectively supporting the delivery of the curriculum in some areas.

Following implementation of this project, and as a result of the closure of YG Ystalyfera, the Secondary schools building portfolio will be reduced by 1 to 10, which impacts positively on the Secondary Schools suitability overview:



- 2 (20%) of secondary schools are assessed as category A with ‘good’ levels of suitability for teaching, learning and wellbeing; and
- 8 (80%) of secondary schools fall within category B, being described as having ‘satisfactory’ levels of suitability, performing as intended, but not effectively supporting the delivery of the curriculum in some areas.

2.9.8 Secondary Schools’ Sustainability Overview

- 2 (18%) of NPT secondary schools have been assessed as Grade B with ‘good or above average’ levels of sustainability; and
- 9 (82%) of secondary sector schools have been identified as being Grade C, having ‘poor’ levels of sustainability.

Following implementation of this project, and as a result of the closure of YG Ystalyfera, the Secondary schools building portfolio will be reduced by 1 to 10, which impacts positively on the Secondary Schools sustainability overview:

- 2 (20%) of secondary schools will fall within Grade B, being described as having ‘good’ or ‘above average’ levels of sustainability; and
- 8 (80%) of secondary schools will be identified as falling within Grade C, having ‘poor’ levels of sustainability.

The acceptance of this OBC and the successful implementation of the proposal by September 2016 will impact on the existing Secondary schools’ portfolio, with a subsequent net reduction in the number of NPT Secondary schools by 1 to 10.

£7.59M will be removed from the Council’s estimated backlog maintenance and accessibility liability – and surplus places in the Secondary sector will be reduced by 259 places, based on January 2014 pupil numbers.

Ysgol Newydd (Ystalyfera) will become Neath Port Talbot County Borough Council’s first 21st Century “all through” 3-18 Welsh-medium school, providing the highest levels of sustainable state of the art teaching and learning facilities for the Welsh language speaking communities in the North of the County Borough.

Table 14: Problems with Current Arrangements for the Schools

School	Problems associated with current arrangements
YG Ystalyfera	<ul style="list-style-type: none"> • School not of 21st Century standard • Surplus pupil places 259 at January 2014 • Increase financial pressures – school funding formula • Unsuitable educational premises for 21st Century standard, for example • Overall Condition Grade D • Overall Accessibility Grade D • Nedd Double Decker Block DEC Grade D (89 Rating)



School	Problems associated with current arrangements
	<ul style="list-style-type: none"> • Tawe Block DEC Grade F (139 Rating) • Swimming Pool DEC Grade B (33 Rating) • Llchwyr Block DEC Grade D (89 Rating) • Backlog maintenance and accessibility costs £9.15M (June 2012) • Very Difficult building layouts and zoning that inhibits flexible and/or wider community use • Unsuitable on-site parking and access for vehicles with little segregation from pedestrians • The site is generally over developed and comprises a mismatch of buildings that vary enormously in age and condition that cannot properly cater for the current level of pupils • A large number of classrooms are undersized with insufficient levels of storage and aging FF&E • The site layout is not well organised and specialist rooms such as laboratories and Art are located away from their respective faculties e.g. laboratories are spread over 3 separate blocks • Specialist science and technology teaching areas have aging FF&E that require modernising and replacing • There is poor storage for Music and Drama • The hall is used for dining and has no suitable storage • The Library is insufficient in size/shape and not conveniently located near the main teaching blocks • Teaching Blocks 1 & 2 are multi-storey CLASP buildings that internally are in poor condition and require extensive refurbishment. • Asbestos containing materials are widely present and will require removal before embarking on any refurbishment works • External learning and play facilities do not fully meet with BB99 and Learning Through Landscapes' recommendations • Overall Suitability Category B – Reasonable but behaviour, moral and management adversely affected
YGG Y Wern	<ul style="list-style-type: none"> • School not of 21st Century standard • Excessive surplus pupil places 147 at January 2014 • Future pupil projections show an increase by 46 pupils or 40% by January 2019 • Increase financial pressures – school funding formula • Unsuitable educational premises for 21st Century standard, for example • Overall Condition Grade C • Overall Accessibility Grade C • DEC Grade C (55 Rating) • Backlog maintenance and accessibility costs £1.46M (May 2012) • Restrictive building layout and zoning that inhibits flexible and/or wider community use • Separate Infant and Junior buildings



School	Problems associated with current arrangements
	<ul style="list-style-type: none"> • No on-site playing fields or significant areas of soft landscaping • External learning and play facilities do not fully meet with BB99 and Learning Through Landscapes' recommendations with existing hard surfaced play areas worn and uneven in places • No proper on-site parking or convenient access for service vehicles • All classrooms have very high windows and ceilings, bad acoustics, older lighting fittings and poor storage • All internal areas including classrooms have poor levels of natural lighting and ventilation • All classrooms are accessed off the hall which inhibits flexibility of use • There is no library, insufficient ALN and social spaces in the Junior building • Isolated areas of asbestos containing materials that are low risk and well managed • Infant Block - Overall Suitability Category B – Reasonable but behaviour, moral and management adversely affected • Junior Block – Overall Suitability Category C – Poor – Teaching methods inhibited

'As defined within the Welsh Government's National School Data Capture Exercise 2010'

Table 15: Investment Objectives, Current Position and Business Needs

Investment Objective	Current Position	Business Needs
<p>1. To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well being of all pupils in the North of the County Borough</p>	<ul style="list-style-type: none"> • Inadequate facilities do not support a 21st Century curriculum for all learners or secure positive self-esteem of all pupils. • Existing Y Wern and YG Ystalyfera buildings are mainly condition Grades C/D with many mechanical/electrical elements nearing the end of their economic life. • Business continuity at all schools will give increasing cause for concerns as building, mechanical and electrical elements deteriorate further with the passage of time 	<ul style="list-style-type: none"> • Maximise state of the art facilities to deliver the full 21st Century curriculum and secure positive self-esteem of all pupils • Meet statutory obligations and government guidelines (e.g. Equality provision, relevant Building Bulletin – BB99 and 21st Century Schools' guidance). • All aspects of pupil wellbeing (as detailed in Estyn guidance) to be awarded a judgement of Excellent by March 2019
<p>2. To improve the bilingual learning outcomes for all</p>	<ul style="list-style-type: none"> • Inadequate facilities do not support a 21st Century 	<ul style="list-style-type: none"> • State of the art facilities that underpin and help drive forward



Investment Objective	Current Position	Business Needs
<p>pupils across the ability range</p>	<p>curriculum for all learners</p>	<p>pupil achievement.</p> <ul style="list-style-type: none"> • 21st Century standard teaching resources and capabilities • Aspiration to align primary result status to secondary education in Neath Port Talbot County Borough • Transfer a higher percentage of Level 4/5 Year 6 pupils into the secondary Welsh-medium sector • Appropriate and consistent staff/pupil ratios for effective curriculum delivery.
<p>3. To reduce the number of surplus pupil places in Welsh-medium Education in the North of the County Borough</p>	<ul style="list-style-type: none"> • There is an excess of 406 pupil places within the existing YG Ystalyfera and Y Wern schools: <ul style="list-style-type: none"> - Currently unfilled places at YG Ystalyfera is 20%, Y Wern 56% • Inefficient and ineffective use of finite resources 	<ul style="list-style-type: none"> • Future-proof facilities by reducing surplus places • Move towards <10% surplus pupil places over time • Efficient and effective use of finite resources resulting from the removal of surplus places
<p>4. To achieve efficiencies (economic and environmental) by having the right school in the right place</p>	<ul style="list-style-type: none"> • Both schools have surplus pupil places. • There are pressures on school budget allocations which have resulted in both schools experiencing increasing financial difficulties. Schools are aware that they are working with fewer resources and with the annual efficiency expectations it is likely that the pressures imposed by the budget will increase • High environmental (energy) costs in running schools separately, including inefficient carbon emissions due to an aged heating distribution system and poor thermal building qualities. 	<ul style="list-style-type: none"> • To release cashable savings by achieving economies of scale, thus allowing strategic alignment of spend to the education of pupils through <ul style="list-style-type: none"> - Consolidation of resources (including staff) - Reduced management costs - Greater critical mass within a single entity • To reduce accommodation costs by sharing school facilities • To provide a more efficient management structure • To provide a more efficient staff structure to deliver the full 21st Century curriculum • Efficient and effective use of finite resources resulting in more



Investment Objective	Current Position	Business Needs
		<p>efficient budget allocations</p> <ul style="list-style-type: none"> • Efficient and effective use of finite resources resulting from the removal of surplus places • To procure more cost effective services • To modernise schools to comply with the WG 21st Century agenda including environmental efficiencies
<p>5. To ensure the school is a fully integrated community school providing access to its bilingual learning resources</p>	<ul style="list-style-type: none"> • Currently, facilities at either school do not facilitate easy, safe and zoned community use • Inappropriate or disruptive building access • Limited access to meeting or workshop rooms, insufficient 21st Century provision • Lack of vehicular access and/or parking facilities • Duplication of provision e.g. breakfast and after school clubs • Not fully compliant with Equality legislation – accessibility Grades C and D • Restricted provision for multi-agency working 	<ul style="list-style-type: none"> • To maximise community usage • More appropriate community facilities (flexibility of use) • More opportunities to develop and expand local and regional community initiatives (Flying Start and Breakfast/After school clubs) • To maximise opportunities for all vulnerable members of the community, those with disabilities and the traveller community • To maximise opportunities for multi-agency working
<p>6. To increase the percentage of Y6 pupils in Welsh-medium primary schools who continue to study through the medium of Welsh in the secondary sector</p>	<ul style="list-style-type: none"> • An increase in the number of pupils from NPT's Welsh-medium primary sector who continue to study through the medium of Welsh at Key Stages 3 + 4 as outlined in Outcome 2 of NPT's Welsh in Education Strategic Plan. 	<ul style="list-style-type: none"> • To achieve a Y6/Y7 transition target of 90% by 2017. Current (2014) % is 79%

2.10 Potential Business Scope and Key Service Requirements

This section describes the potential business scope and key service requirements for the project in relation to the above business needs. The business scope and service



requirements identified within the two following tables provide the ranges within which options are considered in the economic case. The proposed initiatives identified and short-listed within this document will seek to address all of these requirements.

Table 16: Business Scope

Service Requirements	Business Scope
Core (minimum)	<ul style="list-style-type: none"> • A new all through Welsh-medium school facility which meets basic 21st Century standards; • A new teaching and support staff structure and ancillary staff structure; • A new robust management structure; • Appropriate curriculum for all pupils; • A fully inclusive school; • Efficient and effective funding arrangements; appropriate provision for vulnerable families and learners.
Desirable (Intermediate)	<ul style="list-style-type: none"> • A new school facility which meets all 21st Century school standards • Specialist provision for Foundation Phase learners to access on-site outdoor learning; • State of the art ICT facilities to support teaching and learning throughout school; • State of the art ICT facilities to support the management and administration of the school; • Fully integrated transport links including safe walking and cycling routes within communities; • Zoned and bespoke facilities for after school learning and community learning; • Facilities for an integrated Learning Support Centre, for pupils with speech, language, communication and learning difficulties; • Highly effective links with the business community and world of work (entrepreneurship); • Extensive sporting and cultural facilities available for community use; • Flexible meeting spaces for community groups, multi-agency working and third sector organisations.
Optional (Maximum)	<ul style="list-style-type: none"> • A state of the art school facility which exceeds 21st Century school standards; • An integrated high specification community hub; • Sector leading ICT facilities to support teaching and learning throughout school; • Sector leading ICT facilities to support the management and administration of the school; • A sector leading, bespoke Learning Support Centre for pupils with speech, language, communication and learning difficulties;



Service Requirements	Business Scope
	<ul style="list-style-type: none"> • Outstanding facilities for after school learning and community learning; • Outstanding sporting and cultural facilities available for fully integrated community use year round e.g. ATP, flood lighting, changing rooms; • Co-location of multi-agency and Council services.

Table 17: Service Requirements

Service Requirements	Educational	Site and Buildings
<p>Core (minimum)</p>	<ul style="list-style-type: none"> • The curriculum delivered through the medium of Welsh • Curriculum that meets statutory National Curriculum requirements; • Development of pupils' key skills; • A support programme to ensure pupil wellbeing and self esteem; • Appropriate ratio of teaching staff to pupils; • A programme for the training and development of staff; • Effective leadership and management; • Provision for ALN learners within statutory requirements; • Support, administrative and technical staff structure. 	<ul style="list-style-type: none"> • Suitable Site (size and location); • BB98/99 Area Guidelines to form the basis of the design but applied flexibly; • Sustainable design – BREEAM Excellent and a low carbon footprint; • Appropriate provision throughout foundation phase (indoor and outdoor); • Secured by Design certification; • Effective and secure access control; • Wet sprinkler installation; • Accessible and inclusive accommodation; • Flexible and adaptable accommodation to meet the demands and expectations of 21st Century teachers and learners; • Provision of basic ICT facilities to support teaching and learning; • Areas that can if required be utilised by the Community; • Internal and external assembly spaces (e.g. hall, dining area); • Appropriate staff facilities; • Sufficient and appropriate pupil toilets; • Central and local storage (internal and external); • General administrative and support accommodation;



Service Requirements	Educational	Site and Buildings
		<ul style="list-style-type: none"> • Modern production kitchen and dining facilities; • External spaces in line with BB98/99 and Learning Through Landscapes' recommendations; • Safe access, secure staff/visitor parking and segregated vehicular/pedestrian movement; • Compliance with all H&S legislation; • High levels of natural light and passive ventilation throughout; • Acoustic design to follow recommendations of BB93; • Appropriate levels of controlled/zoned heating & lighting to facilitate community and external use during and outside of the normal school day; • Appropriate communication systems; • Good infrastructure.
Desirable (Intermediate)	<ul style="list-style-type: none"> • Differentiated and enhanced curriculum; • Effective ratio of teaching staff to pupils; • A structured programme of training and development for all staff linked to the school's strategic priorities; • Pupil Voice / School Council informing aspects of teaching and learning and curricular planning; • Integrated planning and promotion of pupils' key skills across the curriculum; • Opportunities for pupil centred learning; • An enhanced support programme ensuring pupil wellbeing and self esteem; • Effective leadership and management reflecting the requirements of the WG distributed 	<ul style="list-style-type: none"> • Suitable Site (size and location) on which to construct an iconic Landmark Building; • High quality foundation phase provision and delivery (indoor and outdoor); • Integrated bespoke childcare facility for external providers e.g. Flying Start; • Fully accessible and inclusive accommodation; • Highly flexible and adaptable accommodation to meet the demands and expectations of 21st Century teachers and learners; • State of the art ICT facilities to support teaching and learning; • Community Focused school; • Flexible internal and external assembly spaces (e.g. hall, dining areas);



Service Requirements	Educational	Site and Buildings
	<p>leadership programme;</p> <ul style="list-style-type: none"> • Enhanced provision for ALN learners; • Community focussed school; • Collaboration with the community and partner agencies, e.g. health social services. 	<ul style="list-style-type: none"> • Enhanced staff facilities including confidential meeting rooms and PPA areas; • High quality pupil toilet facilities appropriately distributed that can be readily supervised; • General administrative and support accommodation appropriately located, sufficient in size and number; • Modern production kitchen and dining facilities to promote healthy lifestyles; • Integrated communication systems • Effective infrastructure; • Integrated facilities for a bespoke Learning Support Centre; • A fully integrated ICT-rich learning environment combining fixed work areas and wireless connectivity; • Enhanced accommodation to provide for greater collaboration with the following services within the school environment: <ul style="list-style-type: none"> - EYDCP - Celtic Leisure Trust - Library and Cultural Services - Police - Local Health Board - Social Services • Provide a Multi-Use Games Area (MUGA).
<p>Optional (Maximum)</p>	<ul style="list-style-type: none"> • A structured programme of extensive training and development for all staff linked to the school's strategic priorities; • Differentiated and enhanced curriculum ensuring motivational learning experiences for all pupils; • Pupil Voice / School Council informing curricular planning, 	<ul style="list-style-type: none"> • Using new school facilities in tandem with the local community. For example: <ul style="list-style-type: none"> - Community hub - Community leisure centre - Community sports fields and changing facilities - Community flood lit all-weather sports facilities



Service Requirements	Educational	Site and Buildings
	<p>delivery and evaluation of provision;</p> <ul style="list-style-type: none">• Integrated planning and promotion of pupil key skills maximising learning opportunities across the curriculum including pupil centred learning;• An enhanced well-being and self-esteem support programme ensuring access to specialist support and advice, available to all pupils;• Effective leadership and management reflecting the requirements of the WG distributed leadership programme with a relentless focus on improving pupil outcomes;• A bespoke, specialist provision for ALN learners;• Extensive collaboration with the community and partner agencies, e.g. health, social services including Child care and crèche facilities;• Community IT resource base;• Community regeneration;• A fully integrated school-based Children's Service;• Fully integrated community school catering for all age learning, cultural, sporting and multi-agency activities.	<ul style="list-style-type: none">• Sector leading state of the art ICT facilities;• Stand-alone multi-agency facility;

2.11 Main Benefits Criteria

This section describes the main outcomes and benefits associated with the implementation of the potential scope in relation to business needs.



Satisfying the potential scope for this investment will deliver the following high-level strategic and operational benefits. The Investment Objectives, and the potential benefits to different stakeholder groups, are included in the following table.

Table 18: Investment Objectives and Benefit Criteria

Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
<p>1. To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well being of all pupils in the North of the County Borough</p>	Learners	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Improved attendance • Securing positive learning experiences in WME • Improved WM & bilingual learning outcomes • Improved engagement with the learning process • Improved access to WM & bilingual learning materials (physical, academic and emotional) • Higher number of positive learning role models • Equality of opportunity to access excellent WM & bilingual teaching and learning experiences <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Inspired learning • Better promotion of key skills • Creating independent learners • Improved self-esteem and well-being • Raising aspirations and securing and enhancing a more confident Welsh speaking community • Continuity in pastoral care i.e. seamless progression from primary to secondary schools.
	Staff	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Access to a wider range of teaching and learning materials (state of the art ICT and other emerging technologies) in both English and Welsh • Greater opportunities to use a wider range of different learning / teaching styles to promote bilingual competency • Increased opportunities for continuous professional development <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Access to and sharing of sector leading practice via Professional Learning Communities • Greater job security • More opportunities to facilitate distributed leadership and increased responsibilities



Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
	Employers	<u>Quantifiable Benefits</u> <ul style="list-style-type: none"> • Improved levels of recruitment, quality and retention of staff • Reduced sickness levels of staff
		<u>Non Quantifiable Benefits</u> <ul style="list-style-type: none"> • Reputational improvement for the County Borough Council • Assured business continuity • More effective staffing structures – management and support • Promote the Welsh language in line with legislative duty
	Wider Community	<u>Quantifiable Benefits</u> <ul style="list-style-type: none"> • Localised access to learning, sporting and cultural opportunities • Reduction in anti-social behaviour and disaffection
		<u>Non Quantifiable Benefits</u> <ul style="list-style-type: none"> • Securing local provision • Provision of a bilingual hub • Catalyst for community regeneration • Improved community self-esteem and wellbeing • Improved community links and facilities ensuring community cohesion • Improved community confidence and sense of belonging in the day-to-day use of the Welsh language
2. To improve the bilingual learning outcomes for all pupils across the ability range.	Learners	<u>Quantifiable Benefits</u> <ul style="list-style-type: none"> • Enhanced life chances and employment opportunities • Opportunities to benefit from a wider range of WM and bilingual learning opportunities • Opportunities to benefit from a range of key and other learning skills • Raise attainment levels for all pupils and young people in the Welsh-medium sector including literacy, numeracy and bilingual competency • Improve school attendance • To create a centre of excellence for bilingual post 16 provision in order to improve transition rates from KS4 to KS5 <u>Non Quantifiable Benefits</u>



Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
		<ul style="list-style-type: none"> Ability to positively contribute to society and the wider community in both English and Welsh
	Staff	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> Increased job satisfaction Greater opportunities to use a wider range of different WM and bilingual learning / teaching styles Increased opportunities for continuous professional development <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> Professional support and challenge Accessing and sharing sector leading practice via Professional Learning Communities Improved professional credibility and integrity
	Employers	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> Improved levels of recruitment, quality and retention of staff Reduced sickness levels of staff Sustainable staffing structures - management and support <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> Reputational improvement for the County Borough Council Assured business continuity Improved opportunities to attract and retain high quality staff
	Wider Community	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> Community regeneration and sustainability Reduction in anti-social behaviour and disaffection Improved community and social health



Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
		<p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Pupils contributing more positively to society • Improved community cohesion • Enhanced local and national reputation of the wider community • Opportunities to create an up-skilled local workforce • Improved community links and facilities ensuring community cohesion • Improved community confidence and sense of belonging
<p>3. To reduce the number of surplus pupil places in Welsh-medium Education in the North of the County Borough</p>	Learners	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • More funding available due to redistribution of resources • Wider curricular and non-curricular WM opportunities
		<p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Greater potential for social interaction through increased number of peer groups and role models
	Staff	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Sustainability and retention of staff who can teach both English and Welsh • Greater staff expertise and specialisms and welsh language skills • Greater opportunities to use a wider range of different WM & bilingual learning / teaching styles • Increased opportunities for continuous professional development
		<p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Maintaining long-term job opportunities • More opportunities to facilitate distributed leadership and increased responsibilities • Greater opportunity for flexible working practices e.g. team teaching • Improved professional credibility and integrity
	Employers	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Ability to distribute funds more equitably • Securing long-term opportunities for employment in County Borough



Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
		<p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Future-proofing of a Welsh language community in the North of the County Borough • Sustaining local business community • Improved financial management reputation and confidence that public funds are being used efficiently • Sustainable staffing structures - management and support
	Wider Community	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Securing long-term opportunities for employment in the community • Community regeneration and sustainability • Reduction in anti-social behaviour and disaffection within the North of County Borough • Improved community cohesion
		<p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Confidence in public funds being used efficiently • Future-proofing of bilingual community • Sustaining local business community • Enhanced local and national reputation of the wider community • Improved community links and facilities ensuring community cohesion • Improved community pride and sense of belonging
<p>4. To achieve efficiencies (economic and environmental) through economies of scale and single managements arrangements.</p>	Learners	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • More funding due to redistribution of resources • ‘One stop shop’ for learning • Greater learning opportunities to improve pupils’ key skills • Wider range of curricular and non-curricular WM opportunities <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Greater potential for social interaction through increased number of peer groups and role models • Greater understanding of the importance of sustainable development and environmental issues • Greater learning opportunities to improve pupils’ key skills including bilingual competency



Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
	Staff	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Sustainability and retention of staff with bilingual teaching skills • Greater staff expertise and specialisms • Increased opportunities for continuous professional development • Greater opportunities to use a wider range of different learning / teaching styles • Greater understanding of sustainable development and environmental issues in new schools <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Maintaining long-term job opportunities • More opportunities to facilitate distributed leadership and increased responsibilities • Greater opportunity for flexible working practices e.g. team teaching • Improved professional credibility and integrity
	Employers	<p><u>Cash Releasing Benefits</u></p> <ul style="list-style-type: none"> • Reduction in advertising costs for teaching staff • Income from community use of facilities <p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Ability to distribute funds more equitably • Securing long-term opportunities for employment in the community • Sustaining local business community • Greater potential to reinvest revenue and capital • Greater ability to target specific need • Greater ability to share resources • Greater consistency in managing employment issues • Improved borrowing capacity (prudential borrowing) <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Improved financial management reputation and confidence that public funds are being used efficiently • Future-proofing of a Welsh language community in the North of the County Borough
	Wider Community	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Securing long-term opportunities for employment in the



Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
		<ul style="list-style-type: none"> • community • Community regeneration and sustainability <hr/> <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Improved financial management reputation and confidence that public funds are being used efficiently • Future-proofing of communities • Sustaining local business community • Enhanced local and national reputation of wider the community • Improved community links and facilities ensuring community cohesion • Improved community pride and sense of belonging
<p>5. To ensure the school is a fully integrated community school providing access to its bilingual learning resources.</p>	Learners	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Improved attendance • Securing positive learning experiences for pupils and families • Improved learning outcomes for pupils and families • Improved access to learning materials (physical, academic and emotional) • Higher number of positive learning and adult role models • Equality of opportunity to access excellent teaching and learning experiences <hr/> <p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Better promotion of key skills including bilingual competency • Local pride – greater sense of involvement and ownership • Ability to shape local community – pupil/community voice • Community school, owned by the community for the community • Raised aspirations across the community
	Staff	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Access to a wider range of teaching materials (state of the art ICT and other emerging technologies) in both English and Welsh • Increased opportunities for continuous professional development • Improved understanding of community needs and aspirations



Investment Objectives	Stakeholder Group	Main Benefits Criteria by Stakeholder Group
<p>6. To increase the percentage of Y6 pupils in Welsh-medium primary schools who continue to study through the medium of Welsh in the secondary sector</p>	Learners	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • An annual increase in the % of KS2 pupils that transfer to Welsh first language programmes in KS3 from September 2017 • An annual increase in the number of 11 – 16 courses so that all National Curriculum subjects area available through the medium of Welsh • A sustainable annual increase in the number of pupils taking subjects through the medium of Welsh in KS3 from September 2017 • An annual increase in the number of pupils taking subjects through the medium of Welsh in KS4 from September 2017. • An annual increase in the number of pupils taking subjects through the medium of Welsh in the Sixth Form from September 2017 • A wider range of both academic and vocational courses delivered or assessed in Welsh
	Staff	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • More opportunities for Welsh speaking staff • Bilingual training and employees • increased availability of suitably qualified Welsh speaking employees in the Neath Port Talbot area
		<p><u>Non Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Promotes bilingual ethos.
	Wider Community	<p><u>Quantifiable Benefits</u></p> <ul style="list-style-type: none"> • Reduce the number of young people who are NEET in Neath Port Talbot. This will build on the work that the Council has completed to date. • Improved Community use of facilities
		<p><u>Cash Releasing Benefits</u></p> <ul style="list-style-type: none"> • Improved community use of facilities



2.12 Main Risks

The full risks associated with the strategic case are attached in Appendix C Risk Scoring and Assessment.

Table 19: Risks and Counter-Measures

Main Risk	Counter Measures
Business and Political Risks	
1. Availability of Capital funding, both in terms of Capital allocation from WG and funding by NPT Council	1. In addition to the WG provision of funding, need to ensure that other routes of funding are realistic: <ul style="list-style-type: none"> - Existing recurrent and capital budgets; - Contributions by learning providers; - Prudential and institutional borrowing (where possible and appropriate); - Use of third party funding streams - Potential submissions to Welsh Government funding streams.
2. Acceptability of selected location of new school by WG and other institutes.	2. Consultation and regular communication to address concerns by other institutes and lead public acceptance.
3. An unsatisfactory consultation process and postponement.	3. Develop communication strategy to lead public opinion throughout public consultation process.
Service Risks	
1. Legislative changes.	1. Plan flexibility into the options where possible.
2. WG policy changes	2. Plan flexibility into the options where possible.
External Environmental Risks	
1. A change in political climate at WG level.	1. Ensure that all requests are in line with existing WG policy.
2. Delay in WG approval of OBC delays delivery of proposals.	2. Submit OBC as early as possible to ensure timely approval of the plan.



2.13 Constraints

The project is subject to the following constraints:

- WG policy;
- County Borough Council policy;
- Building restrictions, e.g. environmental issues;
- Building control;
- BREEAM Excellent;
- Staffing and HR issues in the schools;
- Catchment areas issues and nearest school may affect schooling patterns;
- Availability of capital funding (Grant Funding and borrowing capacity).

2.14 Dependencies

The project is subject to dependencies that will be managed carefully throughout the lifespan of the scheme. These external factors need to be actively managed to ensure that any issues can be identified early and resolved or mitigated to reduce the potential effect on the overall success of the project. The project dependencies are as follows:

- Availability of funding to conduct feasibility work;
- Completion of acceptable feasibility work that can move project forward;
- Changes to educational and curricular policies; and
- Availability of land.



3.1 Economic Case

3.2 Introduction

In accordance with the HM Treasury's Green Book (A Guide to Investment Appraisal in the Public Sector), this section of the OBC documents the wide range of options that have been considered in response to the potential scope identified within the strategic case.

3.3 Critical Success Factors

The Critical Success Factors (CSFs) are as follows:

CSF1: Business Needs

The option must satisfy all of the Investment Objectives and associated business needs determined for the initiative.

The option must also optimise compliance with these objectives throughout any phased implementation.

The option must be the best fit with the demands for skills of the business and commercial communities within the area.

CSF2: Strategic Fit

The option must fit within and promote National and Regional strategies presented in Business Strategies.

The option must complement the transformation plans that NPT County Borough Council have developed for schools.

The option must be the best fit with the strategies of the business and commercial communities within the area

The option must fit with the Community Strategies for the area.

CSF3: Potential Value for Money (VFM)

The option must maximise return on the required investment (benefits optimisation) in terms of economy, efficiency and effectiveness.

The option must minimise associated risks.



CSF4: Benefits Optimisation

Achieves an integrated service provision around pupils, families, parents/ carers, and schools/learning settings.

Sustainable model(s) of Welsh learning provision within the Ystalyfera area, which meets the needs and aspirations of all children and young people.

Educational attainment levels raised to the targets expressed for Investment Objectives.

Operating costs for delivering learning are optimised at levels that achieve reductions.

CSF5: Potential Achievability

The option needs to be accepted by learners, staff, employees and the wider community.

There must be the management capacity, skills and vision to deliver the transformation, or must be aware of the need to recruit assistance.

Innovative governance and management arrangements need to be deployed.

Effective and efficient collaborative working for the longer term.

CSF6: Supply side Capacity and Capability

Sufficient established and reputable construction firms bid for work to ensure both competition and value for money in new building delivery.

CSF7: Potential Affordability

The required capital investment can be met from grants available from the Welsh Government, realisations from land and property sales and from prudential borrowing.

Developments can be phased to match the funds available.

The financial and non-financial benefits must more than repay the investment.

3.4 Services Scoping Options

In accordance with the Treasury Green Book, the do minimum option has been considered as a benchmark for potential VFM.

Within the broad scope outlined in the strategic case, the following main options have been considered:

- **Option 1: ‘Do minimum’** – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.
- **Option 2: “Intermediate scope”** – Part new build, part reconstruct and remodel existing buildings on the YG Ystalyfera site, to include either a co-located 200 place



YGG Y Wern or to create a 3-18 school with a rationalised secondary provision of 923 (11-18) places (680 + 243 sixth form).

- **Option 3:** 'Maximum scope' – Close the existing YG Ystalyfera and YGG Y Wern and build either a new 21st Century secondary and primary school (co-located) or a new 21st Century 3-18 school on a site in County Borough (for 1,123 pupils).

3.3.1 Option 1: 'Do minimum'

Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create a 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.

Advantages

- Requires minimum changes or disruption to existing management structures;
- The capital investment requirement will be reduced, freeing up prudential borrowing to progress other priority schemes.

Disadvantages

- Does not provide 21st Century curriculum facilities at either YG Ystalyfera or YGG Y Wern;
- Does not fully meet the Council's aspirations of promoting Welsh-medium education in the County Borough through a transformational agenda.

3.3.2 Option 2: 'Intermediate scope' – Part new build, part reconstruct and remodel

Part new build, part reconstruct and remodel existing buildings on the YG Ystalyfera site, to include either a co-located 200 place YGG Y Wern or to create a 3-18 school with a rationalised secondary provision of 923 (11-18) places (680 + 243 sixth form).

Advantages

- Addresses significant building condition issues at YGG Y Wern and YG Ystalyfera by removing end of life buildings;
- Future proofing of Welsh-medium education in the North of the County Borough;
- Transformational with potential for improved transition arrangements and pastoral care;

Disadvantages

- There may be difficult phased build and associated transition arrangements;
- Retention of some existing ageing buildings on site.



3.3.3 Option 3: ‘Maximum scope’ – New build all through 3-18 school in the County Borough

Close the existing YG Ystalyfera and YGG Y Wern and build either a new 21st Century secondary and primary school (co-located) or a new 21st Century 3-18 school on a site within the County Borough for 1,123 pupils

Advantages

- The option is transformational;
- Addresses the building condition issues at both the existing YG Ystalyfera and YGG Y Wern;
- Potential for improved transitions and pastoral care.

Disadvantages

- There is a lack of available land;
- Does not address the needs of Welsh-medium education in the North or South of the County Borough, or cross border collaboration.

3.3.4 Summary Assessment of Scoping Options

Table 20: Summary Assessment of Scoping Options

Reference:	Option 1 Minimum Scope	Option 2 Intermediate Scope	Option 3 Maximum Scope
Investment Objectives			
1. To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well-being of all pupils in the North of the County Borough	x	?	?
2. To improve the bilingual learning outcomes for all pupils across the ability range	?	✓	✓
3. To reduce the number of surplus pupil places in Welsh-medium education in the North of the County Borough	?	✓	✓
4. To achieve efficiencies (economic and environmental) by having the right school in the right place	?	✓	?
5. To ensure the school is a fully integrated community school providing access to its bilingual learning resources	x	✓	✓



Reference:	Option 1 Minimum Scope	Option 2 Intermediate Scope	Option 3 Maximum Scope
6. To increase the percentage of Y6 pupils in Welsh-medium primary schools who continue to study through the medium of Welsh in the secondary sector	x	✓	?
Critical Success Factors			
Strategic Fit	x	✓	?
Business Need	x	✓	✓
Potential VFM	x	✓	✓
Benefits optimisation	x	✓	✓
Potential achievability	✓	✓	✓
Affordability	✓	✓	?
Summary	Discounted, but carried forward for economic comparison	Preferred	Possible

Although Option 1 ('Do Minimum') is discounted at this stage (as it does not definitively meet any of the investment objectives and only meets 2 of the 6 Critical Success Factors) it will be carried forward for economic comparative purposes only.

Option 2 (Intermediate Scope) is the preferred option, as it definitively meets all of the Investment Objectives and Critical Success Factors, including achievability and, most importantly affordability.

Option 3 (Maximum Scope) is carried forward as possible, as it only definitively meets 3 of the 6 Investment Objectives and 4 of the 6 Critical Success Factors, it may not be currently affordable within the Council's cost envelope for 21st Century schools.

3.4 Service Solution Options

The service solution options considered for the reconfiguration of educational provision and modernisation/replacement of facilities involves YG Ystalyfera and YGG Y Wern. Both existing sites have issues with building condition and suitability (including accessibility and equality compliance) and both schools have excessive surplus places.

There is demand for Welsh-medium education in the North of the County Borough and the Council works collaboratively with Powys County Council on an existing cross border



arrangement providing secondary Welsh-medium education at YG Ystalyfera for Powys pupils.

Below is a long list of options considered for the scheme with outline reasons for those carried forward into the evaluation phase (short-list):

3.4.1 Long List Options from SOC

1. **'Do Nothing'** – Maintain the status quo, i.e. keep the existing YG Ystalyfera and YGG Y Wern as they are, but complete backlog maintenance. This option does not address building accessibility or suitability issues, surplus places, parental demand nor does it meet the aspirations of promoting Welsh-medium education in the County Borough. Also given the poor condition of the buildings, repair and maintenance is not affordable. **Discounted.**
2. **'Do minimum'** – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only. This option does not address building accessibility, condition or suitability issues and only partly addresses the issue of surplus places (at YG Ystalyfera). However, this option is achievable and affordable and is therefore **retained for evaluation purposes only.**
3. Close YG Ystalyfera and negotiate cross border secondary Welsh-medium education provision with neighbouring Local Authorities. There is no cross border secondary WM provision within the vicinity, meaning a significant increase in travel time for the vast majority of pupils and an increase in travel to learn costs. This option is neither transformational, nor would it future-proof Welsh-medium education in the North of the County Borough. This option is **Discounted.**
4. Close YG Ystalyfera and transfer pupils to a vacated secondary school site in south of county borough. This option would remove secondary Welsh-medium education from an area of Welsh speaking communities, increase pupil travel times for a significant number of pupils and travel to learn costs and does not support the Council's aspiration for ease of access to Welsh-medium secondary education. It also presents a threat to cross-border collaborative working in relation to delivering secondary phase Welsh-medium education. This option is **Discounted.**
5. Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site). This option fits with the intermediate scope and addresses some of the key issues, such as reduction in surplus places (across both schools), future proofing of Welsh-medium education in the North of the County Borough and improve building conditions and suitability. This option is therefore treated as **Possible.**
6. Part new build, major reconstruction and remodelling of existing buildings to create an 1,123 place 3-18 school on existing YG Ystalyfera site. This option addresses significant building condition elements at YGG Y Wern and YG



Ystalyfera, addresses surplus places at YGG Y Wern and YG Ystalyfera, future proofs Welsh-medium education in the North of the County Borough, is wholly transformational, maximises financial economies of scale across the sectors and will maximise the potential for teaching and pupil development. **Preferred**

7. Demolition of existing schools and new build 3-11 School (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site. Within this option, school management structures would remain intact, providing business continuity, the building condition and suitability issues are fully addressed and the surplus places issue is addressed. This option also future proofs Welsh-medium education in the North of the County Borough. **Possible**.
8. Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils). This option provides a 21st Century school building, provides transformational management structure, addresses surplus places at YGG Y Wern and YG Ystalyfera, addresses all building issues, improves transitional/pastoral care arrangements and future proofs Welsh-medium education in the North of the County Borough, is wholly transformational, maximises financial economies of scale across the sectors and will maximise the potential for teaching and pupil development. **Possible**.
9. Close the existing YG Ystalyfera and YGG Y Wern and build a new Welsh-medium 3-18 school in the geographical centre of the County Borough. An initial evaluation of this option has shown it to be unachievable (due to the lack of available land) and unaffordable within the Council's Band A 21st Century Schools' cost envelope nor does it address the demand for secondary Welsh-medium education to be readily accessible to pupils in the North or South of the County Borough and cross border provision. **Discounted**.
10. Close the existing YG Ystalyfera build a new Welsh-medium 11-18 school in the geographical centre of the County Borough. Retain YGG Y Wern in its current condition. An initial evaluation of this option has shown it to be unachievable (due to the lack of available land) and unaffordable within the Council's Band A 21st Century Schools' cost envelope nor does it address the demand for secondary Welsh-medium education to be readily accessible in the North or South of the County Borough and cross border provision. **Discounted**.

From this list, Options 5, 6, 7 and 8 are carried forward for evaluation. As per HM Treasury requirements, Option 2 – Do Minimum is carried forward for evaluation purposes only.

3.4.2 Short List Options

3.4.2.1 Option 2 – 'Do minimum', reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.

Advantages

- Requires minimum changes or disruption to existing management structures;



- The capital investment requirement will be reduced, freeing up prudential borrowing to progress other priority schemes;
- Addresses the issue of surplus places at YG Ystalyfera;
- Supports the Council's aspirations to establish a Welsh-medium secondary school in the South of the County Borough.

Disadvantages

- Does not provide 21st Century curriculum facilities at either YG Ystalyfera or YGG Y Wern
- The school sites are not accessible or compliant with Equality legislation;
- Financially unviable from a revenue perspective due to the disproportionately high ongoing maintenance costs of the school building estate;
- Does not address the issue of surplus places at YGG Y Wern;
- Does not fully meet the Council's aspirations of promoting Welsh-medium education in the County Borough through a transformational agenda.

3.4.2.2 Option 5 - Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).

Advantages

- Addresses significant building condition issues at YGG Y Wern and YG Ystalyfera by removing end of life buildings;
- Significantly improves accessibility and equality issues;
- Management structures would remain intact at both schools;
- Addresses surplus places at YGG Y Wern and YG Ystalyfera;
- Future proofing of Welsh-medium education in the North of the County Borough;
- Community focused school.
- Supports the Council's aspirations to establish a Welsh-medium secondary school in the South of the County Borough.
- Potential for some improved transitional and pastoral care arrangements.

Disadvantages

- There may be difficult phased build and associated transition arrangements;
- Retention of some existing ageing buildings on site.



- Is not wholly transformational:
- Duplication of management structures;
- Does not maximise financial economies of scale across the sectors;
- Does not maximise potential for teaching and pupil development
- Difficult phased build and associated transition arrangements;
- Does not foster sharing of best practice or cross phase working;
- Invites a negative response from parents of primary and nursery age pupils.

3.4.2.3 Option 6 - Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.

Advantages

- Addresses significant building condition issues at YGG Y Wern and YG Ystalyfera by removing end of life buildings;
- Significantly improves accessibility and equality issues;
- Addresses surplus places at YGG Y Wern and YG Ystalyfera;
- Future proofing of Welsh-medium education in the North of the County Borough;
- Wholly transformational with potential for improved sharing of best practice, transitional arrangements, cross phase working and pastoral care;
- Maximises financial economies of scale across the sectors;
- Maximising potential for teaching and pupil development;
- Community focused school.
- Supports the Council's aspirations to establish a Welsh-medium secondary school in the South of the County Borough.--

Disadvantages

- There may be difficult phased build and associated transition arrangements;
- Retention of some existing ageing buildings on site.
- Invites a negative response from parents of primary and nursery age pupils.



3.4.2.4 Option 7 - Demolition of existing schools and new build 3-11 School (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.

Advantages

- Addresses all building condition issues at YGG Y Wern and YG Ystalyfera by providing a 21st Century School;
- Significantly improves accessibility and equality issues;
- Management structures would remain intact at both schools;
- Addresses surplus places at YGG Y Wern and YG Ystalyfera;
- Future proofing of Welsh-medium education in the North of the County Borough;
- Integrated community focused school.
- Supports the Council's aspirations to establish a Welsh-medium secondary school in the South of the County Borough.
- Potential for some improved transitional and pastoral care arrangements.

Disadvantages

- There may be difficult phased build and associated transition arrangements;
- Is not wholly transformational:
- Duplication of management structures;
- Does not maximise financial economies of scale across the sectors;
- Does not maximise potential for teaching and pupil development
- Difficult phased build and associated transition arrangements;
- Does not foster sharing of best practice or cross phase working;
- Invites a negative response from parents of primary and nursery age pupils.

3.4.2.5 Option 8 - Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

Advantages

- Addresses all building condition, suitability and accessibility issues at YGG Y Wern and YG Ystalyfera by providing a 21st Century School;
- Provides a wholly transformational solution



- Addresses surplus places at YGG Y Wern and YG Ystalyfera;
- Maximises financial economies of scale across the sectors;
- Maximises opportunities for sharing best practice, cross phase working and teacher/pupil development
- Future proofing of Welsh-medium education in the North of the County Borough;
- Integrated community focused school.
- Supports the Council’s aspirations to establish a Welsh-medium secondary school in the South of the County Borough.
- Maximises improved transitional and pastoral care arrangements.
- Provides enhanced and integrated community facilities.

Disadvantages

- There may be difficult phased build and associated transition arrangements;
- Invites a negative response from parents of primary and nursery age pupils.
- Affordability

3.4.3 Summary Assessment of Service Solution Options

Table 21: Summary Assessment of Service Solution Options

Reference:	Option 2	Option 5	Option 6	Option 7	Option 8
1. To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well-being of all pupils in the North of the County Borough	x	x	✓	?	✓
2. To improve the bilingual learning outcomes for all pupils across the ability range	?	✓	✓	✓	✓
3. To reduce the number of surplus pupil places in Welsh-medium education in the North of the County Borough	?	✓	✓	✓	✓
4. To achieve efficiencies (economic and environmental) by having the right school in the right place	x	x	✓	x	✓



Reference:	Option 2	Option 5	Option 6	Option 7	Option 8
5. To ensure the school is a fully integrated community school providing access to its bilingual learning resources	x	?	✓	?	✓
6. To increase the percentage of Y6 pupils in Welsh-medium primary schools who continue to study through the medium of Welsh in the secondary sector	x	?	✓	?	✓
Critical Success Factors					
Strategic Fit	x	x	✓	x	✓
Business Need	x	?	✓	?	✓
Potential VFM	x	x	✓	x	✓
Benefits optimisation	x	x	✓	?	✓
Potential achievability	✓	✓	✓	✓	✓
Affordability	?	✓	✓	?	?
Summary	Comparison purposes only	Possible	Preferred	Possible	Possible

Option 6 achieves all of the Council's Investment Objectives and Critical Success Factors and is therefore the **preferred option**.

3.5 Overall Conclusion of Scoping and Service Options

Table 22: Overall Conclusion of Scoping and Service Options

Options	Findings
1.0 Scope	
iv. Option 1: 'Do minimum' -	This option does not definitively meet any of the investment objectives and only meets 2 of the 6 Critical Success Factors) it will be carried forward for economic comparative purposes only
v. Option 2: 'Intermediate scope'	The preferred option , as it definitively meets 5 of the 6 Investment Objectives and meet all of the Critical



Options	Findings
	Success Factors, including achievability and, most importantly affordability
vi. Option 3: 'Maximum scope'	Possible as the option only definitively meets 3 of the 6 Investment Objectives and 4 of the 6 Critical Success Factors, it may not be affordable within the Council's Band A cost envelope for 21 st Century schools
2.0 Service solutions	
vi. Option 2 – ' Do minimum ', Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.	This option does not address building accessibility, condition or suitability issues and only partly addresses the issue of surplus places (at YG Ystalyfera). However, this option is achievable and affordable and is therefore retained for evaluation purposes only .
vii. Option 5 – Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).	This option fits with the intermediate scope and addresses some of the key issues, such as reduction in surplus places (across both schools), future proofing of Welsh-medium education in the North of the County Borough and improve building accessibility, condition and suitability. This option is therefore treated as Possible .
viii. Option 6 – Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.	This option addresses building condition issue at YGG Y Wern and YG Ystalyfera, addresses surplus places at YGG Y Wern and YG Ystalyfera, future proofs WM education in the north of the County Borough, is wholly transformational in transitions and pastoral care, maximises financial economies of scale across the sectors and will maximise the potential for teaching and pupil development. Preferred .
ix. Option 7 - Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.	Within this option, school management structures would remain intact, providing business continuity, the building accessibility, condition and suitability issues are fully addressed and the surplus places issue is addressed. This option also future proofs Welsh-medium education in the North of the County Borough. Possible .
x. Option 8 - Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).	This option provides a 21st Century school building, facilitates a transformational management structure, addresses surplus places at YGG Y Wern and YG Ystalyfera, deals with building accessibility and suitability issues, improves transitions and pastoral care and future proofs Welsh-medium education in the



Options	Findings
	North of the County Borough. Possible .
3.0 Service delivery	
iv. In-house	Preferred as design, delivery partnership and project management skills have been developed over half a dozen major Council investments and build programmes across the Education sector.
v. Outsource	Discounted option without appraisal.
vi. Strategic partnership	Discounted option without appraisal.
4.0 Implementation	
iii. Big bang	Discounted due the requirement to further develop the site in later SOP bands.
iv. Phased	Preferred due to the complex nature of the changes and the transitional arrangements that would be required under this option.
5.0 Funding	
iii. Private Funding	Discounted option without appraisal
iv. Public Funding	Preferred – WG to fund subject to match funding amounting to 50% of the cost of any new school.

3.6 Short-Listed Options

The ‘preferred’ and ‘possible’ options identified have been carried forward into the short list for further appraisal and evaluation. All the options that were discounted as impracticable have been excluded and on the basis of this analysis, the recommended short list for further appraisal within this OBC is as follows:

- **Option 2:** ‘Do minimum’ –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.
- **Option 5:** Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).



- **Option 6:** Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.
- **Option 7:** Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.
- **Option 8:** Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

A SWOT analysis was undertaken and this is detailed in the following tables.

Table 23: SWOT Analysis – Option 2

Do minimum’ – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.	
Strengths	Weaknesses
<ul style="list-style-type: none"> • Management structures would essentially remain intact • Minimum disruption to pupils and school communities • Reduced capital cost required 	<ul style="list-style-type: none"> • Poor and end of life buildings at schools • Unsuitable school buildings (e.g. not accessible or compliant with Equality legislation) • Does not meet aspirations of promoting Welsh-medium education in the County Borough • Surplus places in both YG Ystalyfera and YGG Y Wern • Financially unviable
Opportunities	Threats
<ul style="list-style-type: none"> • Opportunity to improve existing buildings • Lower capital requirement means that prudential borrowing can be directed to fund other (priority) schemes 	<ul style="list-style-type: none"> • Disruption to business continuity / failure • Cost of inefficient resources to keep schools open • Reputational, Welsh Government could perceive NPT is a failing authority for not dealing with excessive surplus places and inefficient schools



Table 24: SWOT Analysis – Option 5

Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).	
Strengths	Weaknesses
<ul style="list-style-type: none"> • Management structures would essentially remain intact • Addresses building condition issue at YGG Y Wern and YG Ystalyfera • Addresses surplus places at YGG Y Wern and YG Ystalyfera • Future proofs Welsh-medium education in the North of the County Borough • Potential for some improved transitions and pastoral care • Removes end of life buildings • Community focused school 	<ul style="list-style-type: none"> • Not transformational • Duplication of management structures • Does not realise financial efficiencies • Difficult phased build and associated transition arrangements. • Does not foster sharing of best practice or cross phase working • Invites a negative response from parents of primary and nursery age pupils. • Invites a negative response from those resistant to change
Opportunities	Threats
<ul style="list-style-type: none"> • Opportunity to improve existing buildings • Scope for marginal levels of prudential borrowing to be directed toward funding other priority schemes • Increased sustainability of communities • Opportunity to promote and secure cross border working 	<ul style="list-style-type: none"> • Does not maximise revenue savings/prudential borrowing opportunities • Transfer to secondary education not secured • No Welsh Government funding as scheme is not transformational • Retention of existing ageing buildings on site remaining

Table 25: SWOT Analysis – Option 6

Part new build, major reconstruction and remodelling of existing buildings to create an 1123 place 3-18 school on existing YG Ystalyfera site.	
Strengths	Weaknesses
<ul style="list-style-type: none"> • Addresses building condition issue at YGG Y Wern and YG Ystalyfera • Addresses surplus places at YGG Y Wern and YG Ystalyfera • Future proofs Welsh-medium education in the North of the County Borough. • Wholly transformational in transitions and pastoral care. • Maximises financial economies of scale across the sectors. • Maximising potential for teaching and pupil 	<ul style="list-style-type: none"> • Difficult phased build and associated transition arrangements. • Invites a negative response from parents of primary and nursery age pupils. • Invites a negative response from those resistant to change



Part new build, major reconstruction and remodeling of existing buildings to create an 1123 place 3-18 school on existing YG Ystalyfera site.

Strengths	Weaknesses
<ul style="list-style-type: none"> development Removes end of life and unsuitable buildings Community focused school 	
Opportunities	Threats
<ul style="list-style-type: none"> Opportunity to improve existing buildings Increased sustainability of communities Scope for marginal levels of prudential borrowing to be directed toward funding other schemes Opportunity to promote and secure cross border working 	<ul style="list-style-type: none"> Does not maximise prudential borrowing opportunities Retention of some existing ageing buildings on site

Table 26: SWOT Analysis – Option 7

Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.

Strengths	Weaknesses
<ul style="list-style-type: none"> Management structures would essentially remain intact Addresses building condition issue at YGG Y Wern and YG Ystalyfera Addresses surplus places at YGG Y Wern and YG Ystalyfera Future proofs Welsh-medium education in the North of the County Borough Potential for some improved transitions and pastoral care Removes end of life and unsuitable buildings Community focused school 	<ul style="list-style-type: none"> Not transformational Duplication of management structures Does not realise financial efficiencies Difficult phased build and associated transition arrangements Does not foster sharing of best practice or cross phase working Invites a negative response from parents of primary and nursery age pupils Invites a negative response from those resistant to change
Opportunities	Threats
<ul style="list-style-type: none"> Opportunity to replace existing buildings with 21st Century school standards Increased sustainability of communities Opportunity to promote, secure and continue cross border working 	<ul style="list-style-type: none"> Transfer to secondary education not secured No Welsh Government funding as scheme is not transformational Increased capital costs reduces available prudential borrowing for other priority schemes



Table 27: SWOT Analysis – Option 8

Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).	
Strengths	Weaknesses
<ul style="list-style-type: none"> • Provides a 21st Century school building • Provides transformational management structure • Addresses surplus places at YGG Y Wern and YG Ystalyfera • Future proofs Welsh-medium education in the North of the County Borough • Maximises improved transitions and pastoral care • Removes end of life and unsuitable buildings • Enhanced and integrated community focused facilities 	<ul style="list-style-type: none"> • Difficult phased build and associated transition arrangements • Invites a negative response from parents of primary and nursery age pupils • Invites a negative response from those resistant to change
Opportunities	Threats
<ul style="list-style-type: none"> • Opportunity to deal with all building accessibility, condition and suitability issues • Increased sustainability of communities • Opportunity to promote, secure and continue cross border working • Provides a stimulating and inspiring teaching & learning environment 	<ul style="list-style-type: none"> • Puts other priority schemes at risk due to insufficient capital funding

3.7 Economic Appraisal

3.7.1 Introduction

This section provides a detailed overview of the main costs and benefits associated with each of the selected options. Importantly, it indicates how they were identified and the main sources and assumptions. More detailed information is shown for each cost and benefit line within the economic appraisals in Appendix A Economic and Financial Analysis.

Please note that values and figures (both input values and respective totals) in the results and analysis tables are all shown to the nearest thousand pound (£'000).



3.7.2 Estimating Benefits

3.7.2.1 Methodology

The benefits associated with each option were identified utilising a workshop-based methodology. The workshop was held on 20th November 2013 with stakeholders from the Education department of the Council. During the workshop, the benefits were initially reviewed to check relevance; the benefits were then grouped according to categories developed by stakeholders. The groups were weighted to allow for the importance of each benefit group to be considered. Finally, the groups of benefits were scored (out of 25, with 25 being the maximum score) against each of the three short-listed options to provide an overall score and rank. Benefits scores for each option were discussed by the workshop participants and they agreed and confirmed that the scores were fair and reasonable. The workshop also quantified the financial benefits of the project, for each of the options, so that they could be included in the economic appraisal.

Benefits identified fell into the following categories, and are described as having direct or indirect benefit to the organisation.

- Quantitative (or quantifiable)
- Cash Releasing
- Qualitative (or non-quantifiable)

The benefits identified are described in the following table.



Table 28: Main Benefits

Type	Direct to Organisation(s)	Indirect to Organisation(s)
Quantitative (or quantifiable)	<ul style="list-style-type: none"> • Increased efficiency through school reorganisation and rationalisation. • More efficient use of premises / estate. • Improved pupil attendance • Better ratio of pupils to teachers. • Improvements in staff recruitment, retention and attainment. • Reduced sickness levels of staff. • Employers will have young people with a greater range of employability skills. • Ability to distribute funds more equitably. • More funding due to redistribution of resources. 	<ul style="list-style-type: none"> • Enhanced life chances and employment opportunities. • More opportunities for teachers, professional and personal development. • Increase access to learning, sporting and cultural and development opportunities. • Greater opportunities for a wider range of different learning / teaching styles. • Increased opportunities for continuing professional development. • Increased job satisfaction. • Community use of new facilities. • More pupils with higher qualifications which provide greater opportunities for future employment, training and education. • Greater learning capability attracts business to the area. • Reduction in anti-social behaviour and disaffection. • Staff will have greater training opportunities to participate in a wider range of courses. • Access to a wider range of course options
Cash releasing	<ul style="list-style-type: none"> • Removal of school surplus places • Reduction in advertising costs for teaching staff. • Reduction in cost of 'supply teaching' staff – as sickness levels drop • Income from community use of facilities. 	<ul style="list-style-type: none"> • Increase in Welsh Language learners into the Economy (Post 16) and reduction in NEETS



Qualitative (or non-quantifiable)	<ul style="list-style-type: none"> • Assured business continuity. • Social benefits of improved primary and secondary provision. • Improved teaching environment improves morale. • Increased emphasis on individual learners abilities. • More effective staffing structures – management and support. • More opportunities to facilitate distributed leadership and increased responsibilities. • Greater opportunity for flexible working practices e.g. team teaching. 	<ul style="list-style-type: none"> • Learners will have an environment that will motivate their learning: <ul style="list-style-type: none"> - Enhanced local and national reputation of communities - Development of new community spirit and identity - Wider community links and facilities - encouraging greater community cohesion • Job enrichment through improved quality of delivery. • Greater satisfaction through longer and more detailed engagement with learners. • Opportunities to create an up-skilled workforce • Use of the wider community as a learning resource. • The wider community will benefit by new employment opportunities and fewer people on income benefit. • Use of the School as a ‘hub’ for communities to expand social interaction, development and support network. • Confidence in public funds being used efficiently.
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3.7.3 Estimating Costs

3.7.3.1 Methodology

Costs were estimated by the attendees at the Risk workshop notably led by Huw Jones the Council’s Chief Accountant (Exchequer). All costing and values were agreed by the group and, where a formal cost needed development, this was done in accordance with RICS and CIPFA guidelines.

3.7.3.2 Description, Sources and Assumptions

The costs identified fell into the following **main** categories:

- Design and build costs for the new school
- Teaching staff costs
- Management and support costs
- Building maintenance
- Running costs (e.g. utilities)



The summary costs are included in the economic appraisals in Appendix A Economic and Financial Analysis.

3.7.4 Net Present Value Findings

The detailed economic appraisals for each option are attached in Appendix A Economic and Financial Analysis. The short-listed options have been risk-adjusted to account for the 'risk retained' (in £s) by the organisation under each option.

The following tables summarises the key results of the economic appraisals for each option.

- **Option 2:** 'Do minimum' –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.
- **Option 5:** Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).
- **Option 6:** Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.
- **Option 7:** Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.
- **Option 8:** Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

Table 29: Key Results of Economic Appraisals: Option 2

Option 2: 'Do minimum' –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital (Backlog Maintenance)	£22,175	£20,793
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£151,713	£86,526
Risk Retained	£801	£751
Optimism Bias	£1,570	£1,472
Total costs	£176,259	£109,542
Less: cash releasing benefits	-£4,796	-£2,488
Costs net cash savings	£171,463	£107,053
Total	£171,463	£107,053

**Table 30: Key Results of Economic Appraisals: Option 5**

Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£18,250	£17,112
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£150,838	£86,092
Risk Retained	£646	£606
Optimism Bias	£749	£702
Total costs	£170,484	£104,513
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£165,200	£101,771
Total	£165,200	£101,771

Table 31: Key Results of Economic Appraisals: Option 6

Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	████████	████████
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£146,857	£84,037
Risk Retained	████████	████████
Optimism Bias	████████	████████
Total costs	████████	████████
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£154,131	£95,718
Total	████████	████████

**Table 32: Key Results of Economic Appraisals: Option 7**

Option 7: Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£24,858	£23,308
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£147,559	£84,465
Risk Retained	£1,197	£1,123
Optimism Bias	£901	£845
Total costs	£174,515	£109,740
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£169,231	£106,999
Total	£169,231	£106,999

Table 33: Key Results of Economic Appraisals: Option 8

Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£23,212	£21,765
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£144,377	£82,806
Risk Retained	£1,164	£1,092
Optimism Bias	£813	£763
Total costs	£169,567	£106,425
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£157,975	£100,417
Total	£157,975	£100,417



Please note that the revenue / lifecycle cost totals shown in the tables above consist of the elements shown in the table below.

Table 34: Elements of Revenue / Lifecycle Cost

Option	Years	Cost elements	Undiscounted (£'000s)
Option 2	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,951 in year 5 and £3,423 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£1,528 (every 5 years) from year 9
Option 5	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,951 in year 5 and £3,423 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£1,403 (every 5 years) from year 9
Option 6	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,893 in year 5 and £3,320 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	██████████
Option 7	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,951 in year 5 and £3,423 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£935 (every 5 years) from year 9
Option 8	Years 0 - 5	Existing Revenue Cost	£4,346 (£1,869 in year 5)
	Years 5 - 40	New Revenue Cost	£1,893 in year 5 and £3,320 from year 6 to 40
	Years 9 - 39	Lifecycle Cost	£1,003 (every 5 years) from year 9



3.7.5 Option Ranking

The results are summarised and shown in the following table.

Table 35: Summary of Results

Option	Description	NPV (£'000s)	Cash benefit	Non cash benefit	Cost net cash savings	Costs net all savings
2	'Do minimum' – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.	107,053	3	5	5	5
5	Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).	101,771	=2	4	3	3
6	Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.	██████	=1	2	1	1
7	Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.	106,999	=2	3	4	4
8	Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).	100,417	=1	1	2	2

3.7.6 Option Appraisal Conclusions

On aggregate Option 6 'part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site' is ranked highest against the 4 criteria considered in the table above. Therefore, the preferred option is Option 6.



3.7.7 Qualitative Benefits Appraisal

3.7.1.1 Methodology

A common methodology was adopted for the appraisal of all of the benefits and is summarised below:

- The benefits were grouped according to categories developed by stakeholders.
- The benefit groups were weighted to allow for the importance of each benefit group to be considered.
- The groups of benefits were scored (out of 25, with 25 being the maximum score) against each of the three short-listed options to provide an overall score and rank.

3.7.1.2 Qualitative Benefits Criteria

All of the benefits from the OBC were grouped into four categories, and the benefit groups were then weighted by the project team in order to provide an assessment against the three options. The following table illustrates the four benefit groups and provides examples of the benefits that were aligned to each group. The weighting was agreed by the workshop members.

Table 36: Benefit Grouping and Weighting

Benefit groups	Example of Benefits	Weight
Standards of Education	<ul style="list-style-type: none"> • More pupils with higher qualifications that can provide greater opportunities for future employment, training and education. • More opportunities for teachers' professional and personal development (e.g. through access to a wider range of teaching materials [state of the art ICT and emerging technologies] and accessing and sharing sector leading practice via Professional Learning Communities). • Employers will have young people with a greater range of employability skills. 	25%
Community enrichment	<ul style="list-style-type: none"> • Local pride - greater sense of involvement and ownership in the community. • Improved community identity, confidence and sense of belonging. • Community regeneration and sustainability. 	25%
Standards of provision - State of the art facilities and education provision	<ul style="list-style-type: none"> • Securing positive learning experiences • Increased efficiency through school reorganisation and rationalisation. • Facilities which maximise the potential of both teachers and pupils. 	25%
Effective financial management	<ul style="list-style-type: none"> • More funding due to redistribution of resources (i.e. 	25%



Benefit groups	Example of Benefits	Weight
	<p>removed surplus placed).</p> <ul style="list-style-type: none"> • Increased efficiency. • Reduced backlog maintenance costs. • Increased efficiency through school reorganisation and rationalisation. 	

3.7.8 Qualitative Benefits Scoring

The qualitative benefits assessment took place on 20th November 2013 at Awel Y Mor Primary School, Ffordd Ysgol, Sandfields, Port Talbot. The participants who attended were:

- Clive Barnard – Head of Architectural Design and Project Management
- Roger Bowen – Educational Estates Manager
- Simon Brennan – Strategic Property Manager
- Julian Davies - Architect
- Richard Gordon – Programme Manager, SSIP
- Mike Hughes – Business Assurance
- Debra Holder – Education Legislation Manager
- Julie Merrifield – Strategic Information and Data analysis Manager
- Andrew Thomas – Head of Resources and Commissioning

Each of the benefit groups were scored on a range of 0-25 for each option. These scores were agreed by the workshop participants to confirm that the scores were fair and reasonable.

3.7.9 Analysis of Key Results

The results of the benefits appraisal are shown in the table below. See Appendix B for the full Benefits Appraisal.

Table 37: Benefits Appraisal Results

Option Benefit Scores												
Benefit Group	Weight	Max Score	Workshop Scores					Weighted Scores				
			Op 2	OP 5	OP 6	OP 7	OP 8	OP 2	OP5	OP6	OP7	OP8
Standards of education	25	20	12	14	18	15	19	300	350	450	375	475
Right school, right place	25	20	8	10	18	12	19	200	250	450	300	475
Standards of provision (facilities)	25	20	6	12	18	15	19	150	300	450	375	475
Effective Financial Management	25	20	8	10	19	10	19	200	250	475	250	475



Option Benefit Scores												
Benefit Group	Weight	Max Score	Workshop Scores					Weighted Scores				
			Op 2	OP 5	OP 6	OP 7	OP 8	OP 2	OP5	OP6	OP7	OP8
TOTAL	100		34	46	73	52	76	850	1150	1825	1300	1900
			5	4	2	3	1	5	4	2	3	1

The key considerations that influenced the scores achieved by the various options were as follows:

Option 2: 'Do minimum' – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.

This option ranks as 5th of the short listed options, with a 'raw' score of 34/100 and a weighted score of 850/2,000 points.

The 'Do minimum' option is considered to be a 'worse case' scenario, as it does not offer any increased potential to raise education standards, reduce surplus places, increase accessibility for wider provision or generate financial and environmental efficiencies

Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).

This option ranks as 4th of the short listed options, with a weighted 'raw' score of 46/100 and a weighted score of 1,150/2,000 points.

The reconstructed and co-located 3-11 and 11-18 Welsh-medium school would address some of the key issues (e.g. surplus places and building conditions), but would not generate efficiencies (as still separate management arrangements). This option is considered an improvement on 'Do Minimum', but at a cost which does not justify the limited benefits.

Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site. This option ranks as 2nd of the short listed options, with a weighted score of 1,720 points.

This option is ranked 2nd out of the 5 short-listed options in terms of Benefits. It scores well, with 73/100 ('raw') and 1,825/2,000 weighted.

This option is the most economically favourable of all of the options. This is the Council's preferred option.

Option 7: Demolition of existing schools and new build 3-11 School (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.



This option is ranked 3rd out of the 5 short-listed options in terms of Benefits. It scores above average, with 52/100 ('raw') and 1,300/2,000 weighted.

Once again, the co-location of new builds would provide many benefits, but they would not be optimised, as in a model for 'all-through' education. The capital cost for this option is over [REDACTED] more expensive than the Council's preferred option and generates less in terms of benefits.

Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

This option is ranked 1st out of the 5 short-listed options in terms of Benefits. It scores well, with 76/100 ('raw') and 1,900/2,000 weighted.

This option will optimise the potential to raise education standards will reduce surplus places, will increase accessibility for wider provision and generate financial and environmental efficiencies.

This option is approximately [REDACTED] more expensive than the Council's preferred option (option 6), while providing benefits which are almost the same (marginally better).

3.8 Risk Appraisal

Methodology

Risk appraisal has been undertaken and involved the following distinct elements:

- Identifying the possible Business Service and External risks associated with each option
- Assessing the impact and probability for each option
- Calculating a risk score.

The risk assessment took place on 20th November 12013 at Awel Y Mor Primary School, Ffordd Ysgol, Sandfields, Port Talbot. The participants who attended were:

- Clive Barnard – Head of Architectural Design and Project Management
- Roger Bowen – Educational Estates Manager
- Simon Brennan – Strategic Property Manager
- Julian Davies - Architect
- Richard Gordon – Programme Manager, SSIP
- Mike Hughes – Business Assurance
- Debra Holder – Education Legislation Manager
- Julie Merrifield – Strategic Information and Data analysis Manager
- Andrew Thomas – Head of Resources and Commissioning

Likelihood and Impact Risk Scores

The workshop assigned the risk scores shown in the following table on the basis of participants' judgment and assessment of previous procurements. The range of scales used



to quantify risk followed a PRINCE2 methodology and the risk strategy is explained in more detail in the Management Case. The likelihood and impact scores are summarised below:

Likelihood Scores:

- Low equals 1;
- Medium equals 3;
- High equals 5.

Impact Scores:

- Low equals 1;
- Medium equals 5;
- High equals 10.

The likelihood is multiplied by the impact score to provide a “risk score”. The table below shows a summary of the risk scores for the three short-listed options. The main risks fall into three categories namely Service Risk (SR), Business Risk (BR) and External environmental risk (EER).

The key considerations that influenced the scores achieved by the various options were as follows.

Table 38: Summary of the Risk Appraisal Results

No	Summary of Risk	Risk category	Option 2	Option 5	Option 6	Option 7	Option 8
1.	The risk that there will be an undermining of customer’s/media’s perception of the organisation’s ability to fulfil its business requirements – for example, adverse publicity concerning an operational problem	SR	12	6	3	3	3
2.	Continuity of 21st century funding not sustained by mainstream funding	SR	3	7	7	9	9
3.	Newly redeveloped or built school may attract pupils from other schools or catchment areas	SR	2	8	8	16	16
4.	Delay in WG approval of OBC	EER	8	12	12	12	12
5.	Availability of Capital funding, both in terms of	SR/ EER	20	12	12	6	6



No	Summary of Risk	Risk category	Option 2	Option 5	Option 6	Option 7	Option 8
	Capital allocation from WG and self-funding/funding from Neath Port Talbot County Council.						
6.	Feasibility unproven	SR / EER	20	12	12	12	12
7.	Lack of stakeholder support for scheme	SR	3	10	10	12	12
8.	Lack of adequate revenue funding stream	SR	12	9	9	6	6
9.	Lack of timely decision making at Neath Port Talbot CC	SR	2	9	6	9	6
10.	Unsuccessful schools re-organisation and consultation process. Low level of public support for scheme	EER	3	3	3	3	3
11.	Failure to develop and implement plan and processes to manage staff and learners prior, during and post commissioning of the new/ existing/alternative facilities	SR	28	6	5	10	5
12.	For any number of unforeseen reasons, arising from risk and uncertainty, the construction costs increase beyond original cost estimates	SR / EER	2	3	3	6	6
13.	Failure to gain planning and environmental approvals or acquire land for new construction	SR / EER	6	12	12	18	18
14.	Curriculum developed fails to engage learners - inadequate facilities to deliver broader curriculum	SR	4	12	12	12	12
15.	Statutory consultation fails	EER	32	16	8	16	8



No	Summary of Risk	Risk category	Option 2	Option 5	Option 6	Option 7	Option 8
16.	Health and Safety - e.g. Injuries/incidents during construction leading to delays/injury investigation/claims for compensation/prosecution	SR	1	1	16	1	16
17.	The risk that design cannot deliver the services to the required quality of Educational Provision standards.	SR	8	16	16	16	16
18.	The risk that the construction of physical assets is not completed on time, to budget and to specification	SR	28	14	14	14	14
19.	The risk that the quality/quantity of initial intelligence (for example, preliminary site investigation) will impact on the likelihood of unforeseen problems occurring.	SR	6	12	12	18	18
20.	The risk arising in accommodation projects relating to the need to decant staff/clients from one site to another	SR	8	12	12	12	12
21.	The risk that the nature of the project has a major impact on its adjacent area and there is a strong likelihood of objection from the general public.	SR	12	12	12	12	12
22.	The risk that can arise from the contractual arrangements between two parties – for example, the capabilities of the contractor/ when a dispute occurs	SR	12	9	6	9	6
23.	The risk that the quantum of service provided is less than that required under the contract	SR	4	4	4	4	4



No	Summary of Risk	Risk category	Option 2	Option 5	Option 6	Option 7	Option 8
24.	The risk that the demand for a service does not match the levels planned, projected or assumed	SR	18	12	12	6	6
25.	The risk that actual community usage of the service varies from the levels forecast as a benefit.	SR/ EER	5	5	5	5	5
26.	The risk that changes in technology result in services being provided using sub-optimal technical solutions	SR / EER	7	7	7	7	7
27.	The risk relating to the uncertainty of the values of physical assets at the end of the contract period	EER	1	2	2	2	2
28.	Target cost above QS estimates	SR/ EER	12	6	6	6	6
29.	The risk that project outcomes are sensitive to economic influences – for example, where actual inflation differs from assumed inflation rates	EER	8	4	4	2	2
30.	The risk that policy & legislative change increases costs. This can be divided into secondary legislative risk (for example, changes to corporate taxes) and primary legislative risk (for example specific changes which affect a particular project)	EER	1	1	1	1	1
31.	A change in political climate at WG level	EER	6	12	12	18	18
32.	A change in political climate at County level	EER	6	6	6	6	6
33.	Outcome of internal decision making (i.e. Decisions made against officer recommendations)	SR	6	6	6	6	6



No	Summary of Risk	Risk category	Option 2	Option 5	Option 6	Option 7	Option 8
34.	Loss of experienced staff	SR	1	1	1	1	1
Total			325	303	300	320	316
Rank			4	2	1	3	5

The key considerations that influenced the scores achieved by the various options are as described in the following section.

3.8.1 Quantifiable Risk Scores

The risk workshop took place on 20th November 12013 at Awel Y Mor Primary School, Ffordd Ysgol, Sandfields, Port Talbot. The participants who attended were:

- Clive Barnard – Head of Architectural Design and Project Management
- Roger Bowen – Educational Estates Manager
- Simon Brennan – Strategic Property Manager
- Julian Davies - Architect
- Richard Gordon – Programme Manager, SSIP
- Mike Hughes – Business Assurance
- Debra Holder – Education Legislation Manager
- Julie Merrifield – Strategic Information and Data analysis Manager
- Andrew Thomas – Head of Resources and Commissioning

In summary, the retained risk levels for each of the options are:

- Option 2: £800,762;
- Option 5: £646,478;
- Option 6: [REDACTED]
- Option 7: £1,197,165;
- Option 8: £1,164,245.



Table 39: Risk as a % of Capital (£000s)

	Option 2	Option 5	Option 6	Option 7	Option 8
Capital / Backlog (£'000s)	£22.175M	£18.25M	██████	£24.858M	£23.212M
Risk	£800,762	£646,478	██████	£1,197,165	£1,164,245
Risk % of capital	3.61%	3.54%	██████	4.82%	5.02%

3.9 The Preferred Option

The results of the investment appraisal are outlined below.

Option 6 has the best aggregate score, followed by Option 8.

The overall conclusion from this analysis is that Option 6 (Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on the existing YG Ystalyfera site) offers the best mix of economic value and derived benefits and is therefore the preferred option.

Table 40: Summary of Overall Results

Evaluation Results	Option 2	Option 5	Option 6	Option 7	Option 8
Economic appraisals	5	3	1	4	2
Benefits appraisal	5	4	2	3	1
Risk appraisal	4	2	1	3	5
Overall Ranking	5	3	1	4	2

3.10 Monte Carlo Simulation

In order to make the scenario planning more robust (and less linear), we have completed a Monte Carlo Simulation in this business case. The simulation uses the following cost elements as variables: backlog maintenance/new build capital, old revenue cost, new revenue cost, lifecycle cost, capital receipts and new community lettings. Monte Carlo simulation uses random number generation to provide a set of predictive results. Charting these results can allow you to determine the probability of a particular result or set of results occurring.

Each variable went through 1000 iterations of number generation to produce a Normal or Gaussian distribution of the potential results obtainable. A normal distribution for the data was chosen as the results should conform to central tendency theorem, being clustered around the estimated value rather than being uniformly distributed between two points.



Once the variables for each option were simulated, the results were used as the input for 27 different potential 'What if' scenarios based along the three dimensions of capital, revenue and savings. The scenarios were used to demonstrate the sensitivity between the different variables, providing 27 (+1 base value) different potential outcomes for NPV per option. A list of the 27(+1) scenario's, and the 28 NPV potential results for each option is shown in Appendix D: Monte Carlo Simulation.

Finally the mean and standard deviation values for the 28 scenarios were used as the input variables for a further 1000 iterations of the simulation to produce a final Normal distribution curve for each of the four shortlisted options. The results are demonstrated in the two charts below.

Figure 3: Monte Carlo Simulation - Options Distributions

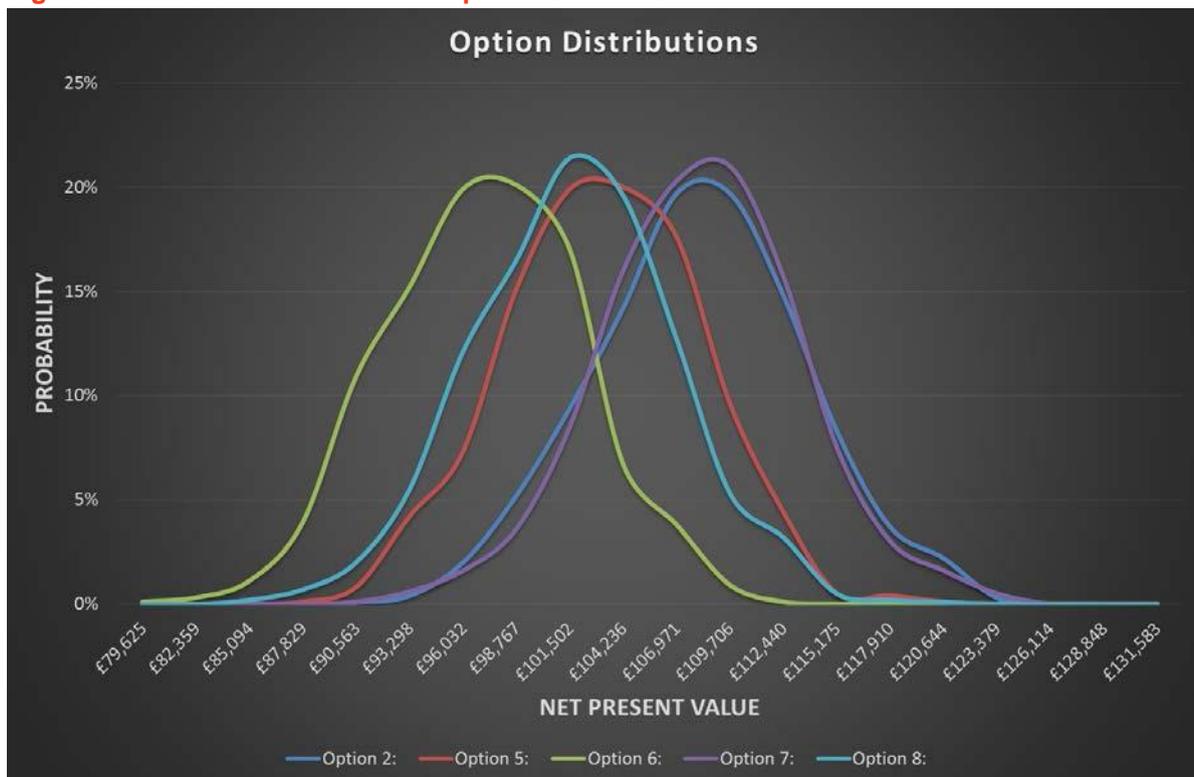
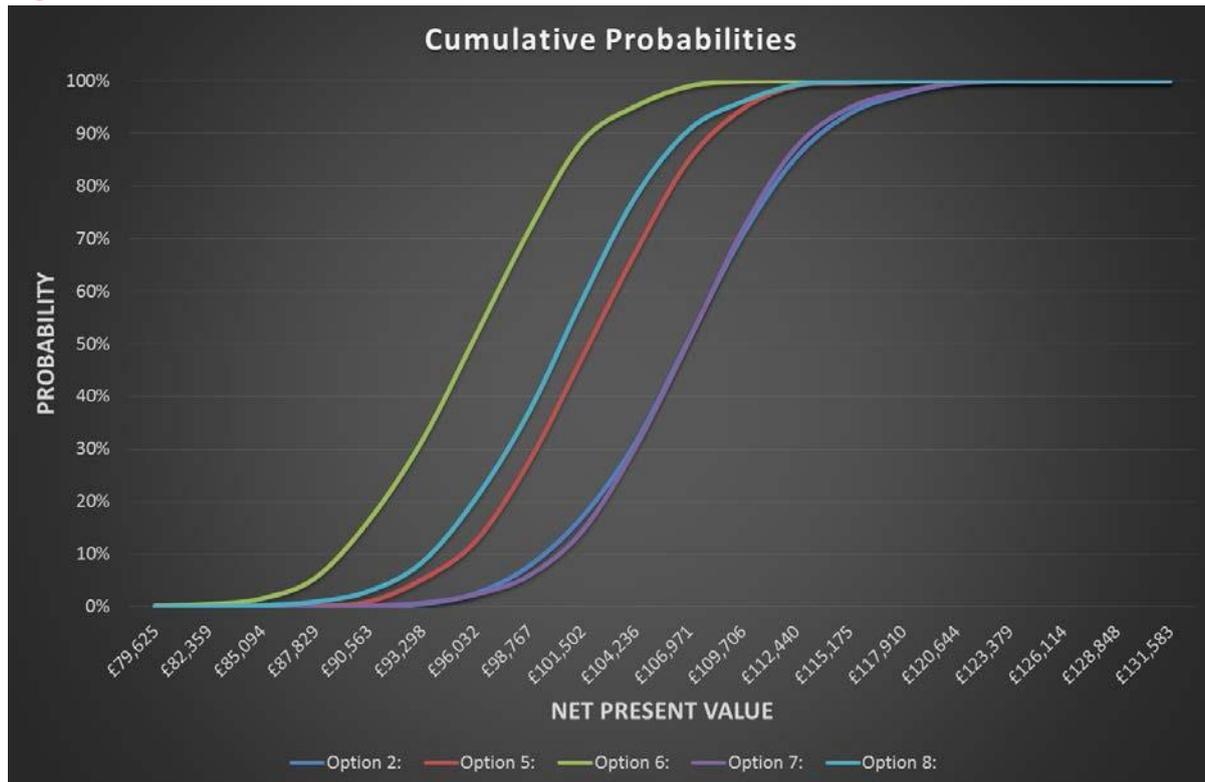




Figure 4: Monte Carlo Simulation: Cumulative Probabilities



As can be seen from the first chart each option displays the typical bell shaped curve indicative of a Normal distribution. The probability of any value occurring within this distribution can be read off the chart. Both charts clearly indicate that options 2 and 7 are considerably more expensive than the other options under the majority of circumstances. Option 6 has the most cost effective NPV distribution.

In order for option 6 to be displaced as the most economically favourable option there would have to be (ceteris paribus):

- **An increase in the capital cost of the build for option 6 of [REDACTED];**
- **A decrease in the capital cost of the build for option 8 of [REDACTED];**
- **A decrease in the capital cost of the build for option 5 of [REDACTED];**
- **An increase in new revenue costs for option 6 of 7% to £3,553,000 per annum;**
- **A decrease in new revenue cost for option 8 of 8% to £3,055,000 per annum;**

Whilst other switching values are possible the extremeness of the change required renders these unlikely. There is also the possibility that various combinations of both positive and negative swings in revenue and capital expenditure would result in a change in the rank order. However, the number of possible combinations makes this exercise impractical (examples available on request).

Through ranking the 140 potential NPV results (28 x 5 options), it is possible to generate a total NPV score for each option. Each result was ranked from 1-140 with 140 points allocated for the highest (least costly) potential NPV through to 1 for the lowest (most costly) potential NPV. The top 20 results are shown in table 41 below, while the full table can be seen in Appendix D Monte Carlo Simulation.



Table 41: Top 20 Scenario Results

Rank	Total NPV	Scenario No.	Option No.	Revenue	Capital	Savings	Points
1	██████	84	Option 6:	Best Case Capital	Best Case Revenue	Best Case Savings	140
2	██████	83	Option 6:	Best Case Capital	Best Case Revenue	Expected Case Savings	139
3	██████	82	Option 6:	Best Case Capital	Best Case Revenue	Worst Case Savings	138
4	██████	75	Option 6:	Expected Case Capital	Best Case Revenue	Best Case Savings	137
5	██████	74	Option 6:	Expected Case Capital	Best Case Revenue	Expected Case Savings	136
6	██████	73	Option 6:	Expected Case Capital	Best Case Revenue	Worst Case Savings	135
7	██████	66	Option 6:	Worst Case Capital	Best Case Revenue	Best Case Savings	134
8	£91,546	140	Option 8:	Best Case Capital	Best Case Revenue	Best Case Savings	133
9	██████	65	Option 6:	Worst Case Capital	Best Case Revenue	Expected Case Savings	132
10	£92,291	139	Option 8:	Best Case Capital	Best Case Revenue	Expected Case Savings	131
11	£92,682	138	Option 8:	Best Case Capital	Best Case Revenue	Worst Case Savings	130
12	██████	81	Option 6:	Best Case Capital	Expected Case Revenue	Best Case Savings	129
13	██████	64	Option 6:	Worst Case Capital	Best Case Revenue	Worst Case Savings	128
14	£93,445	56	Option 5:	Best Case Capital	Best Case Revenue	Best Case Savings	127
15	██████	80	Option 6:	Best Case Capital	Expected Case Revenue	Expected Case Savings	126
16	£93,620	55	Option 5:	Best Case Capital	Best Case Revenue	Expected Case Savings	125
17	£94,090	131	Option 8:	Expected Case Capital	Best Case Revenue	Best Case Savings	124
18	£94,172	54	Option 5:	Best Case Capital	Best Case Revenue	Worst Case Savings	123
19	██████	79	Option 6:	Best Case Capital	Expected Case Revenue	Worst Case Savings	122
20	██████	72	Option 6:	Expected Case Capital	Expected Case Revenue	Best Case Savings	121

The table reveals that²:

- The highest potential result for option 6 is ranked 1;
- The highest potential result for option 8 is ranked 8;
- The highest potential result for option 5 is ranked 14;
- The highest potential result for option 2 is ranked 36 (off the table);

² Please note that these represent static snapshots of simulated results. Monte Carlo simulations are dynamic therefore repeating the simulation can result in slight changes in the rank order and the potential NPV outcomes. The scenario results are intended here as examples of the many potential outcomes that can occur along the distribution curve.



- The highest potential result for option 7 is ranked 37 (off the table);
- Eight of the top ten potential results are related to option 6.

The scores were then cumulated for each option, with the highest score obtaining a final score of 100% and the other options scoring a percentage of that. The final results of this final evaluation are displayed with table 42 below:

Table 42: Final NPV Result after Monte Carlo Simulation

Option No.	Score	Final Score
Option 2:	1036	33.71%
Option 5:	2014	65.54%
Option 6:	3073	100.00%
Option 7:	1055	34.33%
Option 8:	2286	74.39%



4.1 The Commercial Case

4.2 Introduction

A South West Wales Regional Partnership Forum (SWWRPF) for Construction and Professional Services has been established between Neath Port Talbot, the City of Swansea, Carmarthenshire and Pembrokeshire Councils to work collaboratively to develop a joined up approach in facilitating the delivery of the 21st Century School Programme.

The 21st Century School Programme aims for WG and Local Government to deliver in collaboration;

- Learning environments for schools in Wales that will enable the successful implementation of strategies for school improvement and better educational outcomes;
- Greater economy and efficiency through better use of resources to improve the cost-effectiveness of the education state; and
- A sustainable education system with all schools in Wales meeting national building standards and reducing the recurrent costs and carbon footprint of the public estate.

The development of this will require a full range of design and build professional expertise together with that of experienced planning and project management. As Carmarthenshire County Council chair this forum and host the associated network, the full extent of the service will be issued to the members of Carmarthenshire Council's previously established frameworks. To support and increase the pace of delivery of the joint working initiative for construction and professional services, an application was accepted by the WLGA Innovation Fund and a dedicated project manager is now in place to oversee implementation on behalf of all partner authorities.

The contract utilised for this project is NEC3 Engineering and Construction Contract (Option A), priced contract with activity schedule, and additional conditions of contract as set out in the Z clauses and amendments resulting from The Local Democracy Economic Development and Construction Act 2009.

4.3 Required Services

The scope of the work for the development and associated outputs, have been specified and are contained within the 'Project Mandate' document, which is held at Appendix E Project Mandate to the OBC.

The Council has established innovation in the design of the several aspects to the preferred option, including BREEAM Excellence and sector leading ICT and is working towards achieving the former alongside specialist BREEAM advisers. There has been (and continues to be) a full consultation exercise with the Head-teachers and Governors of all schools, with



a view to identifying innovative ways of meeting service requirements. Statutory Consultation will take place during the Autumn term of 2014.

Full details of the outputs and performance measures have not yet been fully developed and will not be completed until later in the development cycle.

4.4 Procurement Strategy - Current Property Frameworks

Neath Port Talbot County Borough Council will be using Carmarthenshire County Council's established Contractors framework. This framework was re-let during Spring 2011 and applications were assessed for the framework, which has been set up for a duration of four years (from July 2011). This framework, now with a regional bias, will cover all potential requirements arising from this initiative. It is both the Council's and the wider group's intention to seek to remove this framework by the end of 2015.

This collaborative approach has already seen a regional ground investigation contract being agreed and a final "memorandum of understanding" has been established whereby any new projects that cannot be undertaken within the resources of Authorities' existing design teams will be circulated within the four regional Authorities for "first call", before considering engaging external resources. This will ensure that internal capacity can be maximised, thus reducing the costs associated with procuring additional external support. This approach will also enhance the experience of in-house staff and strengthen the collaboration between the member authorities. See Appendix I Framework Agreement for the documentation relating to procurement and control of the formal Framework Agreement.

The framework allocation followed the OGC guidelines (EU rules and regulations) and used the OJEU notice board where relevant. The NEC 3 Engineering and Construction Contract Form of Building Contract was used to set up the Framework. The aim of the framework is to provide high quality construction, related design and project management services to meet the Council's requirements whilst taking account of the principles of the 'Best Value' process and of 'Re-Thinking Construction'. The objectives are as follows:

- To provide and sustain an open, co-operate and business like culture between the parties;
- To integrate public and private sector skills in delivering services;
- To have access to additional resources and expertise;
- To retain and promote in-house skills;
- To promote continuous improvement;
- To create development opportunities for employees of both private and public sectors.



This form of contract will also ensure that contractors are incentivised to provide the best value for money, through the inclusion of an element of gain share.

Governance arrangements and a plan for future actions have been established. These initially focussed on the development of a regional procurement approach to support the delivery of schemes already announced in the bids, but are now focussing heavily on schemes with Band A of the 21st Century Schools Programme. Proposed bandings have been agreed for the different tiers of value and the authority is concentrating on the three higher value bands for property Construction Works:

- Lot 1 – Regional Framework serving all four Counties for Construction Works exceeding £12 million in Value – involving 3 appointed Contractors;
- Lot 2 – East Area serving Neath Port Talbot and Swansea for Construction Works between £3.5 and £12 million – involving 6 appointed Contractors.

Further Lots will also be required to deliver projects up to £3.5 million for each Authority. However, these will be the subject of a separate procurement process which will follow the major works procurement exercise under the current Notice. In this instance, the Council will use Lot 2 of the framework to procure contractors for the preferred option. This is despite the fact that the [REDACTED] as it is intended to let two separate contracts for the scheme of work.

The inclusion of community benefits/social requirements within contracts will ensure that wider social and economic issues are taken into account when tendering construction and development work. The Council particularly considers that the works afford an ideal opportunity to the contractor to enhance employment prospects and skills through the recruitment, training and retention of economically inactive people at a disadvantage in the labour market. The authority will also benefit from drawing on expertise from a SWWRPF by:

- Achieving reduced costs through the economies of scale;
- Accessing lessons learned from previous projects and recognition that best practice(s) will be shared between the member authorities;
- Reducing the amount of time taken to procure external support which will have a beneficial impact on the overall programme time scales and milestones;
- Accessing local firms and the added benefits of geographic and local economic knowledge.

The adopted Evaluation Template was populated with the evaluation criteria as detailed in the Invitation to Tender and the Team was fully briefed on the scoring methodology. The average score for each of the scoring elements was then inputted into a scoring matrix which took account of the weighting for each element with the highest weighting being attributed to health and safety, and risk. The financial submission was added to the quality of the price ratio of 20% framework management (quality), 40% quality and 40% price.



4.5 Procurement Option - Mini Tendering

Within these framework arrangements, a mini tendering process, with notice, will be issued to award the contracts for consultancy and construction services. Under this mini tendering process, the framework contractors will be asked to complete a schedule of activity plus:

- Method statements relating to construction;
- Certificates of Non Collusion;
- Freedom of Information Act forms;
- Equal Opportunities Questionnaires; and
- Rules and Regulations for Hot Work Acknowledgement Forms.

In order to evaluate all tenders on a fair and equal basis each contractor will be asked to confirm their agreement that Alternative 2 of Section 6 of the “Code of Procedure for Selective Tendering 1996” be dispensed with and that all priced Activity Schedules forwarded in support of the tenders be arithmetically checked and corrected.

4.4.1 Financial Appraisal

To produce a financial score in accordance with the procedure identified in the Tender Document, the amended tenders together with percentages tendered by the Tenderers will be used.

1. Direct fee percentage;
2. Subcontracted fee percentage;
3. Percentage for people overhead;
4. Percentage for Design Overheads.

The financial scores produced will then be compared and ranked.

4.4.2 Quality Appraisal

Each of the Tenderers will be required to provide a quality submission in accordance with the tender requirements. These submissions will be examined by a panel of four officers who will each produce a score for each question in accordance with the procedure identified in the Tender Document. The scores will then be averaged and quality scores will then be produced and ranked.

4.4.3 Overall Score

The financial and quality scores will be weighted in accordance with the procedure identified in the Tender Document to produce an overall score for each of the Tenderers which will



then be produced and ranked. The Contractor with the **highest overall score** will be awarded the contract.

Procurement decisions will be taken according to the broader learning outcomes the Council is seeking to achieve and also from the shared framework partner experiences of working with contractors. Decisions will not be entirely focussed on price alone. The procurement will therefore be seen in the context of the County Borough, schools and strategic core plans and values over the next 20 years. In particular the following goals and values will be focussed on:

- **Regeneration** – Through partnership and participation working together to deliver improvements in employment, education, the environment and communities;
- **Health, Social Care and Well-being** – Working together to improve the well being of all people living and working in Neath Port Talbot and its environs;
- **Education & Children's Services** – To offer people of all ages the opportunity to engage in all aspects of learning for development, work and leisure;
- **Environment** – To protect and enhance the environment to meet the needs of present and future generations;
- **Transportation** – To provide a sustainable, reliable and safe transport network;
- **Culture and Sport** – through partnership to promote cultural and sporting opportunities for all.

The following principles have been introduced in order to align the procurements with the Stakeholders' corporate aims and objectives and these principles will be incorporated into the Council's mini procurement exercise:

- **Best Value** – Goods, works and services will be acquired through competitive tender except in circumstances set out in the partners' standing Policies and Regulations. Tender evaluation criteria will conform to those contained in the OBC and will be published in advance of the procurement.
- **Contract Management and Monitoring** – The Council will ensure proper contract management and monitoring arrangements are in place in order to achieve completion of service delivery on time, within budget and in accordance with the specification. Appropriate management information will be developed to measure procurement performance and to establish key performance targets.
- **Risk assessment and minimisation** – The risks associated with this procurement will be assessed and minimised accordingly through effective risk management and contract conditions.
- **Training and guidance** – Appropriately trained staff will be engaged in the procurement and contract management activities. Guidance and support will be generally available to all staff who participate in the procurement function. Experience and best practice will be shared internally and externally.



- Social, economic and environmental well-being – This major procurement will recognise any impact on the social, economic and environmental well-being within Neath Port Talbot County Borough. These factors will be considered and adequately addressed in relevant specifications and throughout the delivery of the contracts(s).
- Diversity & Equality – The providers aim to deliver contracts in a way which is non-discriminatory and promotes equality of opportunity to all. This includes promoting equality through proposals for ensuring key suppliers and contractors have equal opportunities in place, and that the needs of minority groups are considered in the preparation of relevant specifications.
- Professional standards and best practice – The procurement procedures will be operated in a professional manner and will ensure the highest standards of transparency, probity and accountability. Procurement will comply with all UK and EU procurement legislation as well as the Council's standing orders, financial regulations, relevant codes of practice and Member, Officer, Governor and Director Codes of Conduct.
- Continuous Improvement – If a contract is to run for a number of years, the contract should be sufficiently flexible to provide for continuous improvement throughout the period of the contract.
- Workforce matters – Should the Council's procurement potentially involve the transfer of staff who are currently employees of Council, the Providers will, as far as legally and operationally possible, attempt to protect the terms and conditions of employment of such staff so that they continue to enjoy the current employment practices of their employer(s). Procurement of services will take into account any code of practice issued by Government relating to the handling of workforce matters in local authority service contracts.

4.5 Service and Outputs Required

The scope of the work within the Ysgol Newydd (Ystalyfera) area, and the associated outputs, has been specified and are contained below:

4.5.1 The Required Service Streams

- To accommodate in the region of 1,123 pupils (200 Primary, 680 Secondary and 243 Post 16 learners);
- Standard dual use school hall – dining and school use;
- Catering facilities – meals will be prepared on site;
- Transport facilities – detail to be provided by Transport Department;



- Playing facilities – In accordance with The Education (School Premises) regulations 1999, guidance from building bulletin 99 and Learning Through Landscapes that focus on maximizing use of facilities for both community and school;
- ICT facilities – ICT to be decentralised with connectivity made available throughout the school premises.

4.5.2 The specification of required outputs

- For both options facilities and specifications to be accommodated as close as reasonably possible to Building Bulletin unless otherwise stated and approval for any variations.
- Furniture / General Equipment – allowance to be put in costs to cater for increase from single form to two form entry.

4.5.3 The stakeholders and customers for the outputs

- Acoustic Consultant;
- Appropriate Statutory and Planning Authorities;
- European Protected Species specialists;
- Environment and Ground investigation Survey – dependant on scheme;
- School Improvement Officers;
- Special Needs – confirmed with Special Needs Officers;
- Schools ICT;
- Catering/Cleaning;
- Health and Safety;
- Disability Access Officer;
- Risk Management;
- Grounds Maintenance;
- Maintenance and /Mechanical Electrical Divisions to be sought on specification prior to tender. Including drains and boiler;
- Police Architectural Liaison Officer's advice to be sought on specification prior to tender;
- Fire Officer;
- Building Control.



The Council has established innovation in the design of the several aspects to the preferred option, including BREEAM Excellence and sector leading ICT and is working towards achieving the former alongside specialist BREEAM advisers. There has been (and continues to be) a full consultation exercise with the Head-teachers and Governors of all schools, with a view to identifying innovative ways of meeting service requirements.

Full details of the outputs and performance measures have not yet been fully developed and will not be completed until later in the development cycle. However, a summary of the current position is:

The business areas affected by the procurement – the individual schools within the Ystalyfera area, as detailed within the Strategic case of this documents;

The business environment and related activities – Education and Teaching;

The business objectives relevant to the procurement – rationalisation of schools and revenue costs, removal of surplus places, reduction of Environmental impact (i.e. BREEAM Excellent and Carbon Neutral) and Sector leading facilities – all to be provided through a maximum of three contractors;

The scope of the procurement - to be procured through SWWRPF's various frameworks;

The required service streams – provisional details provided in this section;

The specification of required outputs – provisional details provided in this section.

The requirements to be met, including: **essential outputs, phases** – See overarching milestones in the next section;

Performance measures, and quality attributes – not yet fully developed, but development is underway (in consultation with the various specialist advisers);

The stakeholders and customers for the outputs – provisional details provided in this section;

The possibilities for the procurement – including options for variation in the existing and future scope for services variation – all procurement through SWWRPF's various frameworks.

4.6 Proposed Charging Mechanisms

The payment mechanism agreed with the service provider with respect to the proposed products and services will be in line with the successful supplier's Activity schedule submitted under NEC3 Engineering and Construction Contract (Option A).

The following principles are likely to be implemented:

- Payment will be made at key milestones/staged payments and following evaluation by Neath Port Talbot County Borough Council and its Technical Advisers;



- Payments will only be made by the Council's Head of Finance against invoices which have been certified for payment by the appropriate head of department or budget holder/departmental authorised signatory. Certification of an invoice confirms that;
 - The goods have been received, examined and approved with regard to quality and quantity, or that services rendered or work done is satisfactory;
 - Where relevant, the terms and conditions of any prevailing contract have been met;
 - Where appropriate, it is matched to the schedule of activity provided as part of the procurement process;
 - Invoice details (quantity, price, discount) are correct;
 - The invoice is arithmetically correct;
 - The invoice has not previously been passed for payment;
 - Where appropriate, an entry has been made on a stores record or departmental inventory; and
 - An appropriate cost centre is quoted. This must be one of the cost centre codes included in the budget holder's areas of responsibility, and must correspond with the types of goods or service described on the invoice.
- Order numbers must be quoted on the invoice and payment will be made within thirty days of receipt of a correctly submitted invoice; and
- The issue of the invoice and subsequent payment will be the last step in a process of work undertaken by the Project Quantity Surveyor (Cost manager) to verify that the work undertaken is as per the specification and meets the required standards.

Risks transferred to the supplier are treated as deductions against the suppliers invoice(s) until such time that individual mitigation works are complete and the risks wholly mitigated.

4.7 Proposed Contract Length

The timescales for project will be dependant of the availability of the funding routes. The implementation timescales in the table below indicate that construction works will be completed:

- New build and demolition – 24 months (between August 2015 and August 2017; and
- Refurbishment element – 13 months (between February 2017 and March 2018).



Table 43: Proposed Actions

Date	Actions (commencement)
April 2014	Planning for portable temporary accommodation Commence procurement of portable temporary accommodation
May 2014	Design Sign off (layouts)
June 2014	Planning Consultation Prepare scope and preliminary design (new build element) Appoint external consultants (BREEAM, Ecology)
July 2014	Planning documentation
August 2014	Commence scope and design of refurbishment element (Ystalyfera site) Prepare tender documentation Planning application (new Build element and demolition)
September 2014	Tender period commences (New build and demolition)
October 2014	Planning decision (New build and demolition) Detailed design (Refurbishment element) Tender evaluation (portable temporary accommodation)
November 2014	Temporary portable accommodation on Ystalyfera site
December 2014	Tender evaluation (New build and demolition)
January 2015	Contractor appointed (New build and demolition)
February 2015	Prepare tender documentation (Refurbishment element) Detailed design (New Build and demolition)
March 2015	Commence demolition of block 1 (Ystalyfera site) School move to temporary portable accommodation
April 2015	Tender period (Refurbishment element)
June 2015	Asbestos removal Tender evaluation (Refurbishment element)
August 2015	Contractor appointment (Refurbishment element)
September 2015	Phase 1 (New build)



Date	Actions (commencement)
January 2017	Secondary school move to new buildings
February 2017	Phase 2 (Refurbishment element)
March 2018	Primary school move to new site
August 2018	New school fully operational

4.8 Personnel Implications (including TUPE)

As a result of these initiatives any staffing and personnel issues will be subject to the agreed established policies and procedures of the Council. TUPE will not be required in this instance as the proposed changes will only affect an individual organisation (i.e. Neath Port Talbot County Borough Council).

There will, however, be the potential for redundancy of both teaching and support staff, as the rationalisation of schools in the Ystalyfera are (i.e. two schools becoming one 3-18 'all through' school) will result in a reduced requirement for staff. Any redundancy and redeployment issues will be addressed in line with the Council's Human Resources policies and procedures.

4.9 Potential for Risk Transfer

An initial assessment of how the associated risks might be apportioned between the public sector (Neath Port Talbot County Borough Council) and the private sector (nominated contractor for the associated construction works) has been undertaken. In some instances, risks are shared between the two nominated organisations and this is outlined in the table below. The general principle is to ensure that risks should be passed to 'the party best able to manage them', subject to Value for Money (VfM). The table below outlines the potential allocation of risk.



Table 44: Risk Transfer Matrix

Risk Category	Potential Allocation		
	Public	Private	Shared
Design risk		✓	
Construction and development risk		✓	
Transition and implementation risk			✓
Availability and performance risk		✓	
Operating risk	✓		
Variability of revenue risks	✓		
Termination risks		✓	
Technology and obsolescence risks	✓		
Control risks	✓		
Residual value risks	✓		
Financing risks	✓		
Legislative risks			✓
Other project risks			✓

4.10 Key Contractual Issues

The key contractual issues, such as Contract change control arrangements; remedies for breach of contract and general contract management (including management of disputes and agreements) are included within the standard form of contract that is NEC3 (Option A).

4.11 FRS 5 Accountancy Treatment

It is envisaged that the assets underpinning delivery of the service will be on the balance sheet of the Neath Port Talbot County Borough Council.



5.1 The Financial Case

5.2 Introduction

The purpose of this section is to set out the forecast financial implications of the preferred option (as set out in the economic case section) and the proposed deal (as described in the commercial case).

5.3 Impact on the Organisation’s Income and Expenditure Account

The scope for Option 6 is a combination of a part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on the existing YG Ystalyfera site. Construction of the new school takes place over three years; existing revenue costs continue until the new school is available. Lifecycle costs start in year 9 when the school is fully occupied.

The breakdown of costs and cash releasing benefits for the preferred option are shown in the table below.

Table 45: Option 3.1 - Breakdown of Costs and Benefits

Description	Option 3.1 - All figures in £'000s
Capital works	████████████████████
Optimism bias	████████████████████
Project risks	████████████████████
Revenue	£4,346 p.a. (years 1 to 4), £3,761 (year 5), £3,320 (year 6 to 40)
Lifecycle costs	██
Community lettings	£2 p.a. (years 1 to 4), £187 (year 5), £326 (years 6 to 40)

The anticipated payment stream for the project over its intended life span is set out in the following table for the preferred Option 6. The funding line includes the existing funding streams for the school. All figures exclude VAT.

**Table 46: Summary of the Financial Appraisal**

£'000s	Total Cost	Years (years 8-40 same as year 7)						
		1	2	3	4	5	6	7
		14/15	15/16	16/17	17/18	18/19	19/20	20/21
Preferred way forward:								
New Build Capital	█	█	█	█	█	█	█	█
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost	£146,857	£4,346	£4,346	£4,346	£4,346	£3,761	£3,320	£3,320
Cash Releasing Benefits	-£11,592	-£2	-£2	-£2	-£2	-£187	-£326	-£326
Total	█	█	█	█	█	█	█	█
Funded by:								
Existing Revenue	-£260,744	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346
Total Existing	-£260,744	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346
Additional Funding Required	█	█	█	█	█	█	█	█
Cumulative Funding		£995	£6,488	£12,488	£16,983	£16,719	£15,368	£14,017

Note: All figures exclude VAT. It is expected this will be recovered via normal routes, meaning that the development is VAT neutral.



5.4 Cost Build Up

The net additional funding required over years 0 through 7 totals [REDACTED] assuming the delivery of the cash releasing benefits as predicted. Expert tax advice should be sought regarding the payment or avoidance of VAT on new schools.

Table 47: Option 3.1 - Cost Build Up

£'000s	NPV	Total Cost	Years (years 8-40 same as year 7)						
			1	2	3	4	5	6	7
			14/15	15/16	16/17	17/18	18/19	19/20	20/21
CAPITAL COSTS									
New Build Capital	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Cost Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	£18,149	£19,252	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0
"New" Revenue (FF) Cost	£61,173	£118,107	£0	£0	£0	£0	£1,893	£3,320	£3,320
Lifecycle Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Revenue/Current Cost Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RISK RETAINED									
Project Risks	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Optimism Bias	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Risk Retained Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL COST									
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£10	-£11	-£2	-£2	-£2	-£2	-£1	£0	£0
"New" Community Lettings	-£5,998	-£11,581	£0	£0	£0	£0	-£186	-£326	-£326
Benefits Totals	-£6,008	-£11,592	-£2	-£2	-£2	-£2	-£187	-£326	-£326
Cost Net Cash Savings	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



5.5 Overall Affordability and Balance Sheet Impact

A balance sheet asset addition of [REDACTED] is made for the new school. Additional funding is required of [REDACTED] for years 1 through 7 excluding VAT, retained risks and optimism bias.

The revised Band A submission has been scrutinised and assessed by the Council's Section 151 Officer for affordability in light of the 50% intervention rate and authorised by the Chief Executive on 18th November 2011.

The Council will meet the 50% contribution required to support the overall programme in Band A through a combination of prudential borrowing and a Section 106 agreement.



6.1 The Management Case

6.2 Introduction

This section of the OBC addresses the ‘achievability’ of the scheme. Its purpose, therefore, is to set out in more detail the actions that will be required to ensure the successful delivery of the scheme in accordance with best practice. The Council has adopted a structured approach to the rationalisation of educational provision in the County Borough – the Strategic Schools Improvement programme (SSIP). This Programme is underpinned by four key principles: standards in education; the need for places and the accessibility of schools; the quality and suitability of school accommodation and effective financial management.

This approach will enable the Council to meet its statutory duties to provide ‘fit for purpose’ schools that deliver high quality education across the County Borough. The Strategic Schools Improvement Programme sets the context in which decisions on the organisation of school places in Neath Port Talbot are made. It will facilitate the planned delivery of a managed programme for change. The Council has determined that the Strategic Schools Improvement Programme is a tier 1 priority and, through its Cabinet has identified areas of priority action.

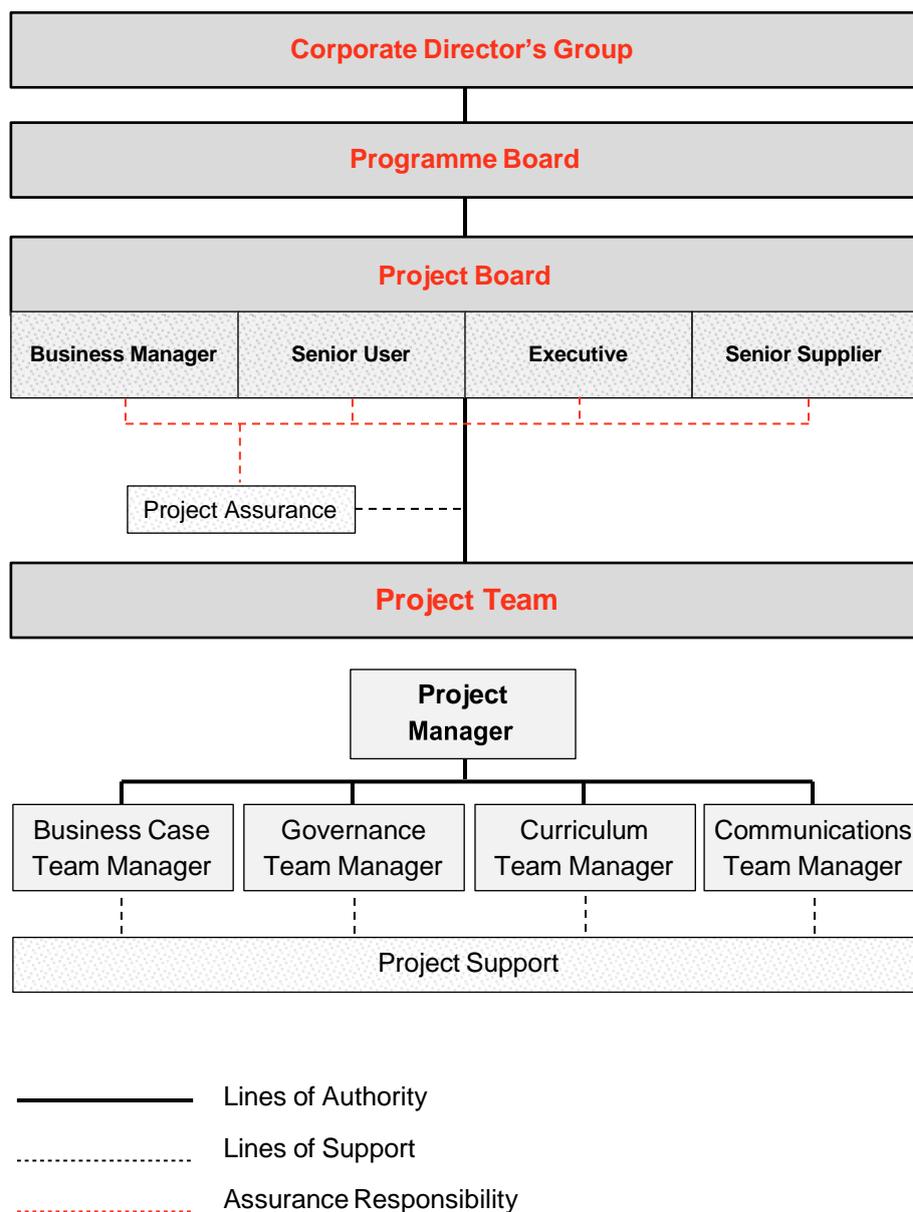
6.3 Programme & Project Management Strategy

The Council has adopted a Programme/Project management governance model that is underpinned by PRINCE2 principles.

The project structure described below has been designed to ensure that the preferred option will have a robust project management function in place throughout the proposed timelines. This diagram demonstrates the lines of responsibilities and how the project will engage with the customer and supplier.



Figure 5: A High Level Project Hierarchy is illustrated in Project Structure

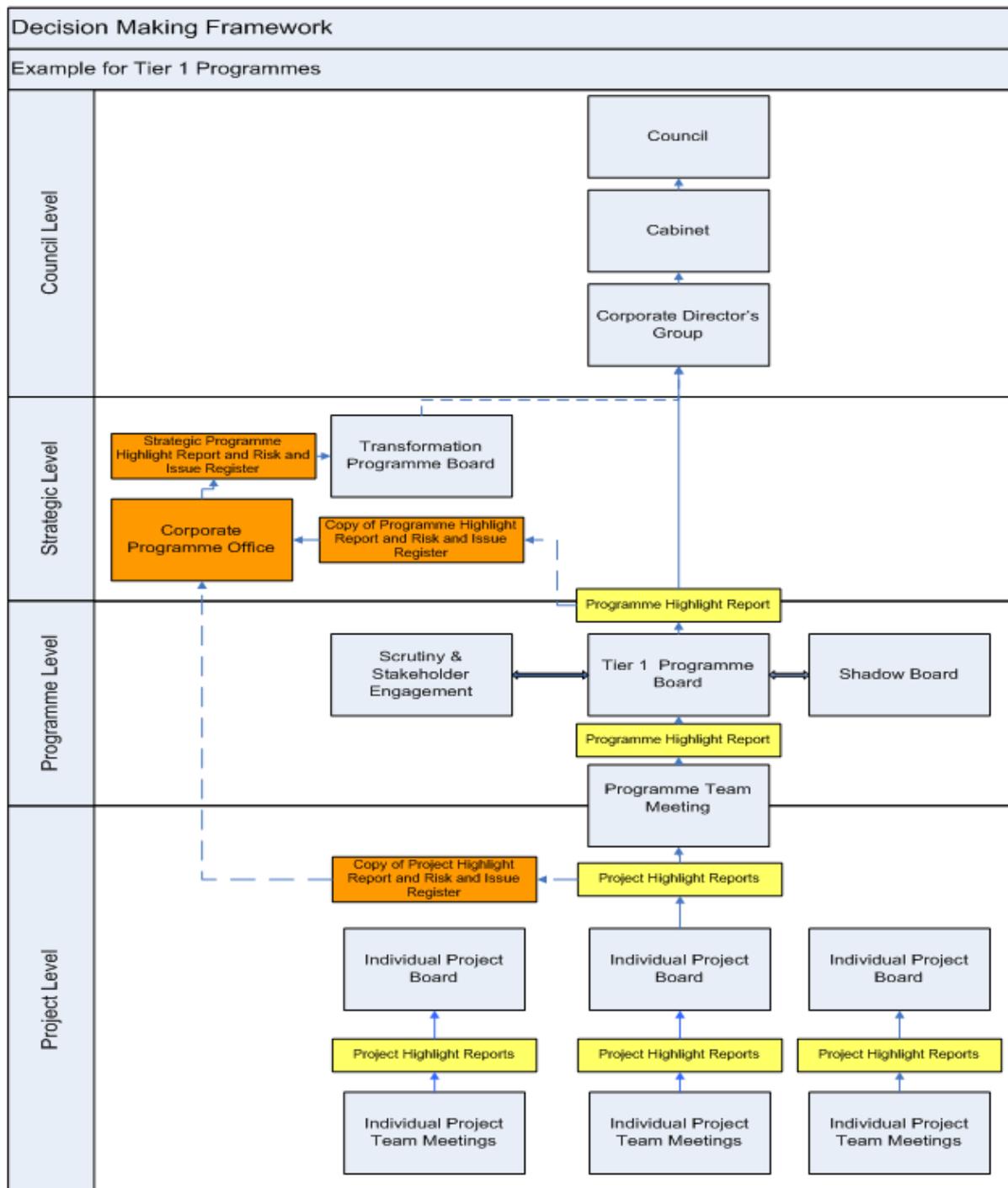


This diagram is specific to the project level and does not take in the wider decision making framework with the Council members and the strategic interaction with the other programmes, for example the SSIP.

The following diagram depicts a generic decision making framework that should be used for the proposed option.



Figure 6: A High Level Decision Making Framework is illustrated for NPT Tier 1





6.4 Programme Management Arrangements

Delivery of the Programme is managed by a Programme Board which reports to the Council's Cabinet. The Senior Responsible Officer is the Corporate Director for Education, Leisure and Lifelong Learning and there is appropriate senior officer representation in the areas of Business Change, Senior Users and Senior Suppliers. The Programme Board is supported by Programme Managers and a Programme Team, which is responsible for the day to day delivery of the Programme.

The specific roles and responsibilities for individual projects will be determined by the NEC form of contract along with the implementation of the Authority's Corporate Procedure "Construction Design and Management" will articulate specifically the respective roles of client, designer, contractor, etc. The ICT element of the project will be managed through the Council's standard (non-construction) form of contract.

6.4.1 Programme Board

The Programme Board is led by a Senior Responsible Office (SRO). The position is held by the Corporate Director for Education, Leisure and Lifelong Learning. The SRO is supported by two Programme managers with day to day operational responsibility for developing and delivering the SSIP. The Programme Managers attend the Programme Board; the posts are held by the Head of Resources and Commissioning (a second tier officer) and the SSIP Programme Manager (a third tier officer). Programme Managers are, in turn, supported by a Programme Team of officers with specific disciplines – teaching & learning, data analysis, school building estate, legislative procedures and media/communications. Officers with complementary specialisms are engaged as needs arise.

The programme Board will be responsible for delivery of content within a Programme, complementing the role of the Project Board, which is more concerned with process. The Programme Board's main role is one of delivery, where the need to identify and resolve cross-cutting issues is essential. This will be particularly important with related school closures being subject to different issues (financial and political). All members of the Programme Board have high level responsibility and are jointly accountable for their own component parts of the Programme. The will be a separate (standard) item held on the Programme Board agenda for the management of the Transformation programme – which will take place on a quarterly basis.

The Programme Board is accountable for delivery of the SSIP and will oversee the whole programme. In overseeing the programme, Programme Board will:

- Ensure high level stakeholder involvement;
- Provide strategic direction for the project;
- Address the needs of the locality;
- Ensure continuing commitment to stakeholder support;
- Monitor the master programme and interdependencies;



- Ensure the preferred option is satisfactory to funders;
- Direct the Project Board and advise the local (Ystalyfera area) level issues and external risks.

6.4.2 Programme Board – Terms of Reference

The Programme Board is concerned more with how those policies and outcomes for which the concerned Programme is responsible are to be achieved, and acts as the key decision making body for Programme by maintaining responsibility for:

- Appointing an Executive and Project Manager;
- Monitoring progress - usually against a high-level Programme plan;
- Agreeing/quality assuring key Programme products - these are usually relatively process focused and are concerned with programme level plans and communications;
- Managing Programme-level risks;
- Managing Programme-level issues;
- Managing (inter) dependencies between the Programme's sub-projects;
- Committing (or sourcing from elsewhere) resources across the Programme to enable the activities to be successfully achieved.

6.4.3 Membership & Responsibilities

To ensure decisions of the Programme Board are informed by a wide base of stakeholders, membership of the Board also includes Senior Suppliers comprising second tier officers representing the Council's Finance, Human Resources, Corporate Strategy, ICT, Property and Regeneration, and Legal and Domestic Services. Service Users are represented on the Programme Board by the Business Change Manager, a post held by the Head of Learning and Inclusion (a second tier officer). Also sitting on the Programme Board as Senior Users are the Head of Partnership & Community Development (a second tier officer representing the CYP Partnership) and head teacher representatives from the primary and secondary sectors. Additional stakeholders and project sponsors are involved on a specific programme/project basis.

Programme Board will have the following standing members (membership names are included in the next table):

Chair: (usually the Programme SRO or Sponsor);

Programme Director or Manager - who reports on progress overall;

Programme Executives - The Chair and Alternate Chair, together with the Programme Executives will provide the Project with clear strategic vision and leadership that reflects the overall corporate aims and objectives of the Project from a local, regional and national



perspective. They are the key strategic drivers of the overall business change that is being implemented and supported by the Project. The Project Chairs and Programme Executives are ultimately accountable for the whole Project;

Key Programme Stakeholders (represented by Director for Education, Leisure and Lifelong Learning - i.e. those who are so important to the Programme's success that they need to be intimately involved in the decision making processes, e.g. key delivery partners);

In addition to the above the Programme Board will also be attended by the Programme assurance team who will ensure:

- Proper programme management disciplines are being adopted;
- The Programme is continuing to address the business requirements it was designed to fulfil;
- The Programme will deliver outputs which are acceptable to its end users.

Table 48: Programme Board Membership

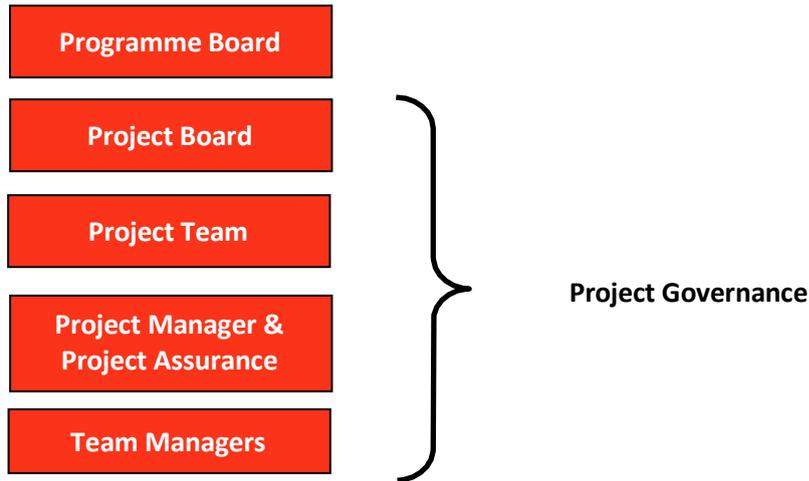
Name	Title	Programme Board Role
Aled Evans	Corporate Director for Education, Leisure and Lifelong Learning	Senior Responsible Officer
Andrew Thomas	Head of Resources and Commissioning	Programme Manager, SSIP
Richard Gordon	Programme Manager, SSIP	Programme Manager, SSIP
Gareth Nutt	Head of Property and Regeneration	Senior Supplier
David Michael	Head of Legal and Domestic Services	Senior Supplier
David Rees	Head of Finance	Senior Supplier
Graham Jones	Head of Human Resources	Senior Supplier
Steve John	Head of ICT	Senior Supplier
Karen Jones	Head of Corporate Strategy	Senior Supplier
Helen Morgan-Rees	Head of Learning	Senior User



6.5 Project Management Arrangements

The project will be managed in accordance with the general principles of PRINCE2 methodology. The project management team comprises the Project Board, “Project Team”, the Project Manager and the Team Managers. This “team” is responsible for the day-to-day management and implementation of the project. The figure below illustrates the relationship within the overall project governance arrangements.

Figure 7: Overall Project Governance Arrangements



The Project Manager will be assisted by several Project Teams. Depending on the size of the teams, each will have an effective and active team leader appointed by the Project Board and formal minutes are to be taken at each meeting. An agenda will be agreed with a nominated Chair and the minutes of the groups will form formal records of the overall Project proceedings. They will feed into the meetings of “Project Team” which will meet on a monthly basis to discuss operational issues and progress of the various project teams. Proposals for the various Project Teams are given below (these may well change over time – particularly as the project progresses and develops).

Table 49: Project Team Membership

Name	Department
Andrew Thomas	Head of Resources and Commissioning (Chair)
Richard Gordon	Programme Manager, SSIP
Julie Merrifield	Strategic Information and Data Analysis Manager
Roger Bowen	Educational Estates Manager
Christopher Millis	Teaching and Learning Manager
Debora Holder	Education and Legislation Manager



The project is governed by the Project Board of which the membership and terms of reference have been developed to ensure the most effective management of this strategic project. This was considered essential in order for the project to achieve its Investment Objectives and manage the risks accordingly. The membership of the Project Board and all roles, responsibilities and terms of reference in relation to this project are included within this section of the Management Case. Under the general principles of PRINCE2 methodologies, the Project Board will manage the activities and outputs of the project, meet WG requirements and any specific guidance, issued during the project's lifespan.

6.4.1 Project Board

As stated previously, Neath Port Talbot County Borough Council Education Departmental Management Team (Project Board) will act as the project board for this specific proposal. The project board is responsible to the over-arching Programme Board for the direction and management of the project and has responsibility and authority for the project within the remit (Project Mandate) set by Programme Board and confirmed by the Council's Executive Board.

The Project Board is the project's "voice" to the outside world and is responsible for any publicity or other dissemination of information about the project. It is ultimately responsible for assurance that the project remains on course to deliver the desired outcome of the required quality and to fulfil the Business Case defined in the Project Initiation Documentation. According to the size, complexity and risk of the project, the Project Board may decide to delegate some Project Assurance responsibility.

6.4.2 Project Board – Terms of Reference

The terms of reference for the project board are as follows:

- Ultimate responsibility and accountability for the project delivery;
- To provide strategic guidance in line with schemes strategic objectives;
- To advise on the final configuration of the development in terms of estate requirements;
- To report project progress to the Programme Board;
- Approving any major changes to scope of the scheme;
- To approve the procurement method following options appraisal;
- Approve major operational plans;
- Contribute to the negotiations with key project stakeholders to ensure that they are fully informed in respect to changes that will take place;
- To review the risk register from inception to completion of the project. The project board will decide upon corrective action where necessary and inform Programme Board of potential risks and mitigations on an on-going basis;



- Resolve any issues raised to it from the “Project Team”;
- Appoint suitable project assurance representatives to monitor and report on quality aspects of the project;
- Provide user resources;
- Ensure project produces outputs that deliver to user requirements;
- Ensure the product provides the expected stakeholder benefits; and
- Formally close the project ensuring lessons learnt are documented and ensure that a comprehensive post project review is completed.

6.4.3 Membership & Responsibilities

The membership and responsibility of the Project Board are as follows:

The Project Board Chair – is responsible for the corporate and programme management and the overall direction and management of the Project. It has the responsibility and authority for the Project within and set by the Programme Board as well as ensuring external strategic alignment.

Project Executive – Ultimately responsible for the project whose role is to ensure that the project is focused throughout its life cycle on achieving its objectives and delivering a product that will achieve the forecast benefits. The Project Executive is accountable to the Project Chairs and the Programme Executives for designated aspects of project delivery as set out in the agreed work programme in order to meet the strategic aims as identified by the Chairs and Programme Executive. They will be supported by the Senior Supplier(s) and Senior User(s) in the delivery of the agreed work programme. For the purpose of this project it is proposed that the Board Chair and the Project Executive are held by one individual. The person with nominated responsibility in this area is **Andrew Thomas, Head of Resources and Commissioning**.

Senior User – Responsible for specifying the needs of those who will use the final product, for user liaison with the project team and for monitoring that the solution will meet those needs within the constraints of the Business Case in terms of quality, functionality and ease of use. The Senior User representatives provide knowledge and experience of the various recipients of the project. They represent the interests of all who will use (and/or be affected by) the final product(s) of the project. The Senior Users’ responsibility is to ensure that the Project Board fully understands the requirements of the Schools, the wider Community and the Funding Bodies (Welsh Government) and to undertake any monitoring necessary to ensure that the proposed solution meets their needs. Given the complexities of the Welsh-medium Education in Neath Port Talbot, the Senior User is proposed to be the **Head of Learning**. This post is therefore fulfilled by **Helen Morgan-Rees**.

Senior Supplier – Represents the interests of those designing, developing, facilitating, procuring, implementing and possibly operating and maintaining the project product. The Senior Supplier (Coordination, Timeline and Finance) will lead the overall coordination of the project with particular reference to setting and maintaining timelines which not only match



project timescales but interface successfully with other major projects which may be affected by this one. He will also liaise with Neath Port Talbot County Borough Council Head of Finance as appropriate. Within the Senior Supplier for this project, there will be four in number, in respect of Compliance and Governance, Finance, Human Resources and ICT, and their roles are described in more detail below.

The Senior Supplier (Finance) will lead the development of the governance & management elements of the project. Involvement in the production of the project deliverables is a key aspect as well as representing other stakeholders' interests in the financial outcomes of the project. The Senior Supplier (Finance) will liaise as appropriate with the Director of Finance in Neath Port Talbot County Borough Council. This role will be fulfilled by **Huw Jones, Chief Accountant (Exchequer)**.

The Senior Supplier (Compliance and Governance) will lead the assurance of the property compliance (including design) elements of the project. Involvement in the production of the project deliverables is a key aspect as well as representing other stakeholders' interests in the governance & management outcomes of the project. The Senior Supplier (Compliance and Governance) will liaise as appropriate with the Head of Regeneration and Property services at Neath Port Talbot County Borough Council. This role will be fulfilled by **Simon Brennan, Strategic Property Manager**.

The Senior Supplier (ICT) will provide knowledge and management of the requirement to provide sector leading ICT facilities for learners in the NPT area. In particular they are responsible for the roll out of the Council's Learning Gateway (NPTLG) policy for the new all through school in the Baglan Bay area. This role will be fulfilled by **Steve John, Head of ICT**.

The Senior Supplier (Human Resources) – will provide knowledge and experience in human resource matters and will guide the human capital and communication elements of the project. Involvement in the development of the human resource plan and the impact upon staff of the proposed reconfiguration(s) is a key aspect of this role as is the representation of other suppliers' interests within the project. This role will be fulfilled by **Graham Jones, Head of Human Resources**

Project Manager – will have the authority to run the project on a day-to-day basis on behalf of the Project Board within the constraints laid down by the Board. The Project Manager's main responsibility is for the work of all PRINCE2 processes. The Project Manager will delegate responsibility for the process to the Project Team Managers in the projects using this role. The Project Manager manages the Team Managers and Project Support and is responsible for the liaison with the Project Assurance and the Project Board. This role will be fulfilled by **Roger Bowen, Educational Estates Manager**.

The table below summarises the board membership, together with current titles and their nominated role of the project board



Table 50: Project Board Membership

Name	Title	Project Board Role
Andrew Thomas	Head of Resources and Commissioning	Chair and Project Executive
Helen Morgan-Rees	Head of Learning	Senior User
Simon Brennan	Strategic Property Manager	Senior Supplier (Compliance and Governance)
Huw Jones	Chief Accountant (Exchequer)	Senior Supplier (Finance)
Steve John	Head of ICT	Senior Supplier (ICT)
Graham Jones	Head of Human Resources	Senior Supplier (Human Resources)
Richard Gordon	SSI Programme Manager	Representative of the SSIP, within which this project falls
Roger Bowen	Educational Estates Manager	Project Manager

6.4.4 Project Team

The Council has established structured project management arrangements to ensure that each project within the SSIP has adequate project management resources. The individual projects will report to the Programme Board for assurance and guidance on programme level risks and issues. Day to day management of the Council’s Strategic School Improvement Programme is the responsibility of the core programme team. With project management support, they will aim to:

- Deliver the project on time and to budget;
- Ensure effective and proactive lines of accountability and responsibility for the project deliverables; and
- Establish user involvement at all stages of the exercise.

The Ysgol Newydd (Ystalyfera) project will follow this process and will have specialist dedicated in house project managers, from the Council’s Property and Regeneration Service, to provide the professional support in managing the design, construction and commissioning elements of any new build project as part of the Strategic School Improvement Programme Board - Senior Suppliers responsibilities. It is the intention that as the project progresses to Construction phase, a PRINCE2 environment will remain, however the structure of the relevant projects teams (and their members) will be amended to ensure they are still relevant and effective. This process demonstrates that the current Neath Port Talbot (NPT) team understand the need for flexibility and that this can be delivered within the framework of PRINCE2.

It is recognised that many construction projects may not use PRINCE2, and developers are often reluctant to provide the necessary reports to those considered to be on the periphery of



such projects. While the stakeholder representatives of the NPT Strategic School Improvement Programme (SSIP) team have used this methodology effectively in several construction-related projects, it is felt that Programme Management techniques, backed up by the tight project management of core teams, will prove very effective.

As mentioned in the Commercial Case (Section 4.0), a framework for Construction and Professional Services has been established for the SWWRPF. The authority intends to utilise this previously established framework and this approach will reduce costs and time associated with the procurement of external resources. The approach will also enable the authority to share lessons learned from previous projects undertaken by consortium members.

It is acknowledged that as the project progresses from OBC to FBC stage a PRINCE2 approach will be adopted and the project will be governed by an agreed Project Board.

Specialist professional and technical advisers will be employed for those activities where the necessary skills and experience are not otherwise available to the Project team. The transfer of skills and knowledge from specialist advisers to the Project team will be achieved wherever possible and appropriate. The costs of specialist and technical advisers (and in particular knowledge transfer) will be included in the funding bid to the Welsh Government. If such a bid were not to be successful, the key stakeholders would be required to review this position.

6.4.4.1 Business Case Team

The business case project team will have the responsibility to author and produce the OBC/FBC for submission to WG.

Table 51: Business Case Project Team Membership

Name	Title	Role
Richard Gordon	SSI Programme Manager	Team Leader
Roger Bowen	Educational Estates Manager	Technical Support
Mike Hughes	Partner (CPC)	Assurance

6.4.4.2 Curriculum Project Team

The Curriculum Project Team will have responsibility to agree and submit the curriculum requirements of the proposal with respect to education in the Sandfields area. The curriculum Project Team includes curriculum managers and educational specialists from within the Council.

The role of the curriculum project team has been to ensure that pupils within Neath Port Talbot have the most appropriate and widest range of curriculum, available to meet the requirements of the Schools Effectiveness Framework and the 21st Century Schools agenda. In line with this, the curriculum project team help define the options available for Welsh-medium Education in the North of the County Borough (Ystalyfera area).



Table 52: Curriculum Project Team Membership

Name	Title	Role
Helen Morgan-Rees	Head of Learning	Chair
Christopher Millis	Teaching and Learning Manager	Team Member
Peter Curnow	ERW Systems Leader	Team Member

6.4.4.3 Governance Project Team

In addition to the internal responsibility for the quality assurance that is held by NPT SSIP Programme Board, the Authority is considering different avenues for an external review of the programme and projects including gateway reviews. The avenues include participating in the development of a regional gateway review programme through the ERW (previously SWAMWAC) consortium involving neighbouring authorities. This approach would build on the collaboration encountered during the procurement process. The responsibilities for the assurance of the programme are summarised below:

6.3.4.3.1 General Responsibilities

- Liaison is maintained between the business, user and supplier throughout the project.
- Risks are managed in accordance with recognised methods.
- The right people are involved in the decision making process and adequate consultation with stakeholders has taken place.
- Staff are properly trained in the quality methods and their application is monitored.
- The scope of the programme is suitably flexible to react to changes in the external environment.
- Internal and external communications are effective.

6.3.4.3.2 Business Assurance Responsibilities

- Robust business cases (aligned to national and local strategies) are developed and appropriate benefit realisation plans are considered.
- Provide appropriate designs for any new build.
- Advise on the selection of appropriate project management team members.
- Advise on the Risk Management Strategy.



- Check that the project remains aligned to the corporate or programme strategy and that it is still representing value for money.
- Project remains viable.
- Assess that the aggregated risk exposure remains within project tolerance.
- Review issues and risks by assessing their impact on the programme.
- Constrain user and supplier excesses.

6.3.4.3.3 User Assurance Responsibilities

- Advise on stakeholder engagement.
- Ensure that the specification of the user's needs is accurate, complete and unambiguous.
- Assess whether the solution meets the user's needs and is progressing towards that target.
- Advise on the impact of potential changes from the user's point of view.
- Monitor risks to the user in conjunction with wider risk management.
- Ensure that quality control procedures are used correctly to ensure that products meet user requirements.

The governance project team membership is detailed in the table below.

Table 53: Governance Project Team Membership

Name	Title	Role
Clive Barnard	Head of Architectural Design & Project Management	Chair
Julian Davies	Architect	Design specialist
Simon Brennan	Strategic Property Manager	Framework and procurement specialist
Roger Bowen	Educational Estates Manager	Education estates specialist

6.4.4.4 Communication & Publicity Project Team

NPT promotes extensive and meaningful consultation with stakeholders on its proposals. Consultation on projects requiring the publication of statutory proposals to reorganise school provision follow WG guidance.



Consultation on 'build design' and construction follow BREEAM requirements. A full range of stakeholders are involved in both processes, including children and young people, usually through the involvement of School Councils.

The proposals – specific to a reconfiguration and part reconstruction part new build school on a single location for the areas and pupils currently served by both YG Ystalyfera and YG Y Wern – have been subject to formal consultation with the staff and governors of all schools. There has been (and continues to be) a full consultation exercise with the Head-teachers, Governors, staff and parents of all schools, with a view to identifying innovative ways of meeting service requirements. Statutory Consultation will take place during the Autumn term of 2014.

This is in line with statutory requirements and the SSIP communications strategy which aims to:

- Support the SSIP through timely, interactive communications, creating an understanding and commitment to the improvement process;
- Enhance the Council's strong reputation for managing change;
- Ensure that all stakeholders understand the vision and need for change, who it affects and what it means for them;
- Ensure the SSIP process is open and transparent;
- Promote and cultivate an understanding and acceptance of the need for change;
- Ensure all key internal and external stakeholders impacted by SSIP are fully informed;
- Promote effective media relations and encourage accurate and balanced reporting/coverage (recognising that the media may represent alternative views to those held by the Council).

The communications and publicity project team will be responsible for all of the external communications prepared in relation to the Ystalyfera area.

Table 54: Communications & Publicity Project Team Membership

Name	Title	Role
Andrew Thomas	Head of Resources and Commissioning	Chair
Sylvia Griffiths	Corporate Communications & Equalities Manager	Press liaison
Cllr Peter Rees	Executive Board Member (Education, Leisure and Lifelong Learning services)	Political assurance
Richard Gordon	SSI Programme Manager	Team Leader



The communication strategy focuses on demonstrating the value of the Ysgol Newydd (Ystalyfera) project in terms of improved service delivery and better outcomes for children and young people. In this initiative, there will be a consistent approach to communications across all stakeholder groups and messages are embedded into corporate priorities. Stakeholders will be consulted through a variety of means; two way communication channels are to be established to enable people to ask questions, provide feedback and raise concerns. Communication activities are also pro-active, promoting key developments and events, achievements and messages. Internal communication is key in gaining stakeholder support. The key messages are:

- Funding is to be used in the most effective and efficient way possible;
- Changes will be made to further improve educational standards and facilities for the future;
- The new, 3-18 'all-through' school is not just about bricks and mortar, but secures the best possible teaching and learning environments for all learners.

The target audience is: Service Users; Supplier Stakeholders (including teachers, teaching groups and the NPT Governor Association) and the Welsh Government. The above illustrates meaningful consultation and engagement with stakeholders in the development of this Outline Business Case.

6.4.5 Project Team Terms of Reference

The project team members' responsibilities are described above and they will report progress back to the "Project Team" meetings on a monthly basis.

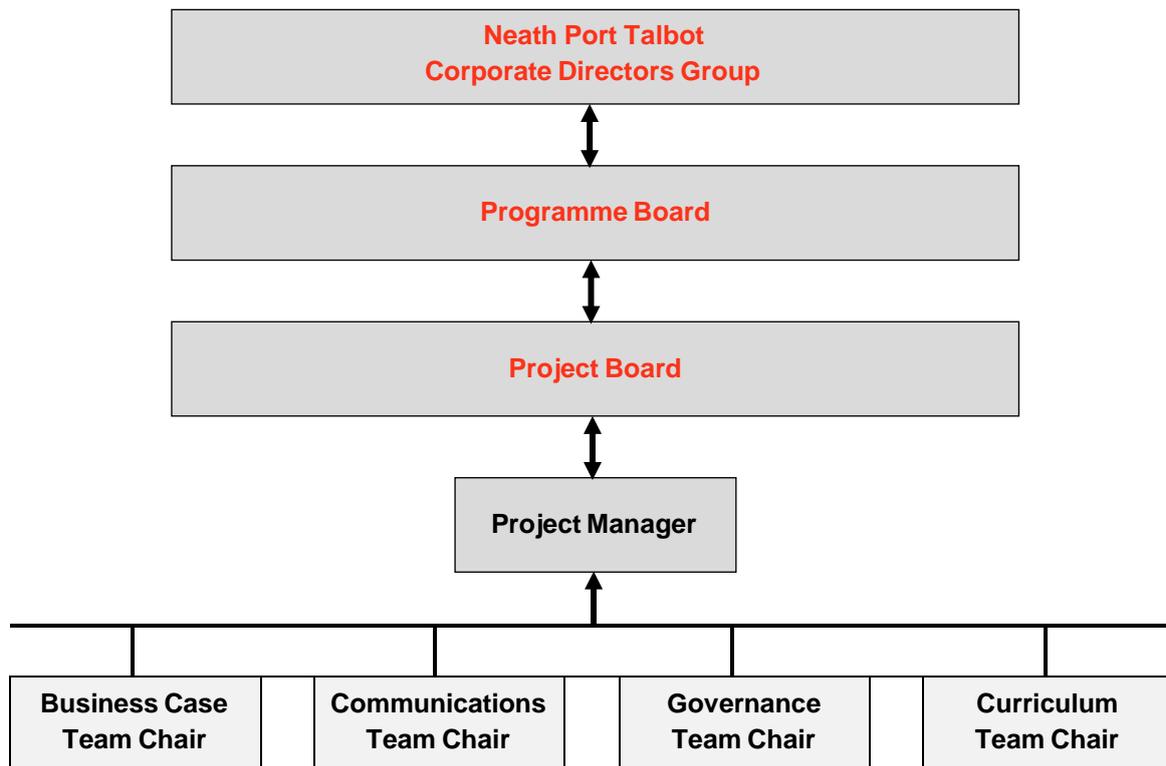
6.4.6 Project Reporting Structure

The reporting and governance arrangements for this project are as follows and are shown below:

- Teams report into a project manager and present reports at monthly "Project Team" meetings. These meetings will be chaired by the aforementioned representatives for each of the four Project team areas;
- Project manager presents summary of reports from "Project Team" meetings to the Project Board meetings on a monthly basis. Project Board is chaired by Andrew Thomas;
- On an exception basis only, Project Board will report key strategic risks and issues to Programme Board for resolution.



Figure 8: Project Reporting Structure



6.4.7 Project Plan

An indicative project plan has been developed to date and the milestones of activities are included in the next table. The project has been created in conjunction with the Technical team and members of the organisations who undertook the feasibility studies of the short-listed options.

As determined in the Commercial Case to this document, Neath Port Talbot County Borough Council will use Carmarthenshire Council’s Construction framework:

Lot 1 – Regional Framework serving all four Counties for Construction Works exceeding £12 million in Value – involving 3 appointed Contractors;

Lot 2 – East Area serving Neath Port Talbot and Swansea for Construction Works between £3.5 and £12 million – involving 6 appointed Contractors.

Further Lots will also be required to deliver projects up to £3.5 million for each Authority. However, these will be the subject of a separate procurement process, which will follow the major works procurement exercise under the current Notice.

Through this framework, all short-listed contractors are aware of the high level programme of events that will be required to meet the project deadlines. All contractors are awaiting the instruction from the Council to commence the mini tendering process for each project. This process is likely to take five months. Whilst there is a preferred delivery timescale for the project (indicated in the current programme) the authority will work collaboratively with the



preferred bidder to ensure that best value for money can be achieved and timescales are realistic.

Please see the following table for anticipated project milestones (see Appendix F for the Outline Programme).

Table 55: Project Milestones

Date	Actions (commencement)
April 2014	Planning for portable temporary accommodation Commence procurement of portable temporary accommodation
May 2014	Design Sign off (layouts)
June 2014	Planning Consultation Prepare scope and preliminary design (new build element) Appoint external consultants (BREEAM, Ecology)
July 2014	Planning documentation
August 2014	Commence scope and design of refurbishment element (Ystalyfera site) Prepare tender documentation Planning application (new Build element and demolition)
September 2014	Tender period commences (New build and demolition)
October 2014	Planning decision (New build and demolition) Detailed design (Refurbishment element) Tender evaluation (portable temporary accommodation)
November 2014	Temporary portable accommodation on Ystalyfera site
December 2014	Tender evaluation (New build and demolition)
January 2015	Contractor appointed (New build and demolition)
February 2015	Prepare tender documentation (Refurbishment element) Detailed design (New Build and demolition)
March 2015	Commence demolition of block 1 (Ystalyfera site) School move to temporary portable accommodation
April 2015	Tender period (Refurbishment element)
June 2015	Asbestos removal



Date	Actions (commencement)
	Tender evaluation (Refurbishment element)
August 2015	Contractor appointment (Refurbishment element)
September 2015	Phase 1 (New build)
January 2017	Secondary school move to new buildings
February 2017	Phase 2 (Refurbishment element)
March 2018	Primary school move to new site
August 2018	New school fully operational

6.5 Use of Special Advisers

Special advisers have been used in a timely and cost-effective manner in accordance with the Treasury Guidance: Use of Special Advisers. To date, specialist advisors have been used extensively within this project, in areas such as design, cost assessment and control, transport, topographical and geotechnical advice, environmental and business case development/assurance.

Table 56: Use of Special Advisers

Speciality	Adviser
Financial	None - Internal Finance team
Technical	None – Internal Technical team
Procurement and legal	None – Internal Procurement and Legal team
Business assurance	CPC Project Services LLP
Other (e.g. Transport)	Atkins

6.6 Outline Arrangements for Change and Contract Management

The main aim here is to manage proposed changes to the culture, systems, processes and people working to establish the best option for NPT. Change management is not about the provision of the best option but instead focuses on those actions that are necessary to make the best option a working success. The specific actions noted below will come under the overall control of the project board.



Managers responsible for the key areas will adopt appropriate project management disciplines to meet specific responsibilities. The individual activities may be projects in their own right or be work streams within the overall project.

Planning has been developed for all activities within this change management process through the identification of key outcomes and actions required to ensure successful delivery. Timescales for carrying out such actions, the resources required, and where required, the need for additional resources, have also been determined.

Please see the tables below for further details.

Table 57: Change Management - HR / Recruitment

Change Group	HR / Recruitment	
Manager	Andrew Thomas	
Additional Group Members	Graham Jones Karen Holt	
Remit	<ul style="list-style-type: none"> To look at staffing structure and requirements. Agree process for occupying new posts. Agree implementation plan. To consult with existing staff. To consult with Trade Unions. To agree induction training and team building options. To report to the management group. 	
Significant outcomes required	<ul style="list-style-type: none"> An understanding of the level of resource that can be shared Certainty over the capacity to provide sufficient resource to operate relevant services, with respect to academic and support staff Improve the teacher/pupil ratio and the well-being of staff within the Sandfields area 	
Actions needed to achieve these outcomes	1. Quantify new staffing requirement, based on demand	<ul style="list-style-type: none"> July 2016
	2. Complete gap analysis	<ul style="list-style-type: none"> August 2016
	3. Recruit via appropriate trade journals	<ul style="list-style-type: none"> March – August 2017
	4. Quantify work environment issues to improve conditions	<ul style="list-style-type: none"> April 2017
Resources required	<ul style="list-style-type: none"> No additional resources to the leads (named above) and the 	



Change Group	HR / Recruitment
	<p>administrative staff/HR specialist support</p> <ul style="list-style-type: none"> • Anticipate input to a maximum of two hours per week per individual involved
Dependencies	<ul style="list-style-type: none"> • None

Table 58: Change Management - Finance & Business Processes

Change Group:	Finance and Business Processes'	
Manager	Claire Darracott	
Additional Group Members	Huw Jones Julie Merrifield	
Remit	<ul style="list-style-type: none"> • To control the financial aspects of the capital bid process. • To oversee the financial aspects of procurement. • To put in place financial controls for the agreed option. • To set, agree and monitor operating budgets for the agreed option. • To optimise property utilisation and backlog maintenance costs for the agreed option • To determine the need for any new business processes for the agreed option not met by existing school's processes. • Devise and implement new processes. • To report to the management group. 	
Significant outcomes required	<ul style="list-style-type: none"> • To reduce the financial burden for the agreed option • To identify new processes that allows the agreed option to be managed and run in accordance with school's protocol. 	
Actions required to achieve outcomes	1. Understand the financial and business processes that are required	• April 2016 - August 2016
	2. Understand the financial and business processes that currently exist	• August 2016 - December 2016
	3. Complete a gap analysis of processes	• January 2017
	4. Compile new financial and business processes	• February 2017 – April 2017



Change Group:		Finance and Business Processes'
	5. Implement new working processes and practices	• May 2017
Resources required	<ul style="list-style-type: none"> • Additional finance resource to be seconded into role, to commit 50% of time on new process development. • All financial management will be completed within the existing Finance team in the longer term – with no additional resource anticipated. 	
Dependencies	<ul style="list-style-type: none"> • None 	

Table 59: Change Management - ICT

Change Group	ICT	
Manager	Steve John	
Additional Group Members	1 x IT infrastructure specialist 1 x Software specialist 1 x Hardware specialist	
Remit	<ul style="list-style-type: none"> • Agree strategy • Define network and equipment needs and costs. • Agree funding mechanisms for initial work. • Procure equipment and manage implementation • Appoint any additional staffing • Testing • Support arrangements • To report to the management group. 	
Significant outcomes required	<ul style="list-style-type: none"> • Understanding of IS infrastructure required for agreed option • Understanding of any new software requirements or software developments required • Understanding of any hardware requirements • Understanding of any new skill-sets required 	
Actions needed to achieve these outcomes	1. Complete analysis of IS infrastructure requirements	• December 2015 – April 2016
	2. Complete analysis of Software and hardware requirements	• July 2016 – September 2016
	3. Complete skills audit for IS/ICT staff	• September 2016 –



Change Group	ICT	
		December 2016
Resources required	<ul style="list-style-type: none"> • 1 x IT infrastructure specialist • 1 x Software specialist • 1 x hardware specialist • No additional resources are required, as maintenance and development will be completed by the existing NPT IS/ICT team. 	
Dependencies	<ul style="list-style-type: none"> • None 	

Table 60: Change Management - Educational Standards

Change Group	Educational Standards	
Manager	Helen Morgan-Rees	
Additional Group Members	Christopher Millis ERW System Leaders	
Remit	<ul style="list-style-type: none"> • To agree the process of raising the educational points score for the schools and the learners • Agree strategy to ensure that provision and outcomes are judged 'Excellent' or 'Good' • Understand the process to improve (GCSE results) KS4 outcomes • To look at staffing structure and requirements. • Agree the number of subjects to be taught/available to pupils 	
Significant outcomes required	<ul style="list-style-type: none"> • An understanding of the educational standards required • Certainty over the subjects to be available • An understanding of the optimal teacher/pupil ratio to meet the educational standards set 	
Actions needed to achieve these outcomes	1. Quantify new staffing requirement, based on teacher/pupil ratios	<ul style="list-style-type: none"> • Completed
	2. Quantify level of subjects required to be available	<ul style="list-style-type: none"> • August 2015 – December 2015
	3. Complete gap analysis on proposed improvements to educational standards	<ul style="list-style-type: none"> • September 2016 – December 2016
Resources required	<ul style="list-style-type: none"> • No additional resources to the leads (named above) and the Council administrative staff specialist support • Anticipate input to a maximum of 2 hours per week per individual 	



Change Group	Educational Standards
	involved
Dependencies	<ul style="list-style-type: none">• Estyn• DfES

6.7 Outline Arrangements for Benefits Realisation

The strategy, framework and plan for dealing with the management and delivery of benefits are shown below. Benefits that will be realised may be either financial or qualitative (for example improvement in educational standards). A strategy and supporting Plan for Benefits which clearly shows what will happen, where and when the benefits will occur and who will be responsible for their delivery will be developed for the preferred option to be taken to FBC.

The plan for benefits will be integrated into or coordinated with the project plan and will be very clear regarding handover and responsibilities for on-going operations in the changed state (where the benefits will actually accrue). There will be a Tracking Process, which monitors achievement of benefits against expectations and targets. The tracking process will be capable of tracking both 'hard' (e.g. cost, headcount) and 'soft' (e.g. image) benefits and operates alongside the changing operation. The progress of this plan will be reported by the Project Manager to the Project Board.

In particular the Benefits Management Strategy will be fully integrated into the programme plan and will fully address the following issues:

- That the potential benefits are clearly identified.
- That the benefits are clearly understood across the project and the various Project Teams. It is the role of the Project Manager to ensure that this is achieved.
- That benefits are placed into manageable groups:
 - Standards of Education
 - Places and Accessibility
 - Standards of provision - State of art facilities and education provision
 - Effective Financial Management

These groups will be managed individually, with responsibility falling on the Curriculum and Governance project teams to monitor and report on progress.



An example of the project benefits register is included in the table below. This table describes who is responsible for the delivery of specific benefits, how and when they will be delivered and the required counter measures, as required.

Table 61: Benefits Realisation Register

Benefit	Improved Quality Standards & Achievement	Responsibility for Delivery
Description of Benefit		
Potential Dis-Benefits		
Actions necessary to realise benefits		
Timescale		
How the benefits will be measured and monitored		

6.8 Outline Arrangements for Risk Management

In developing the economic case, an updated risk workshop was held on 20th November 2013, to understand the risks associated with each of the short-listed options and to analyse the financial value of those risks. The Council's SSIP, particularly its intention to deliver education in 21st Century settings, will be seriously compromised if risks are not managed adequately.

Attendees were:

- Andrew Thomas (Head of Resources and Commissioning)
- Simon Brennan (Strategic Property Manager)
- Clive Barnard (Head of Architecture and Project Management Services)
- Julian Davies (Architect)
- Jonathan Morris (Architect)
- Roger Bowen (Educational Estates Manager)
- Richard Gordon (SSIP Programme Manager)
- Julie Merrifield (Strategic Information and Data Analysis Manager)
- Mike Hughes (CPC – Business Assurance)

All projects have an element of risk and there must be a proactive approach to risk management to balance risks against the potential rewards and plan to minimise or avoid



them. It is also acknowledged that taking some amount of risk will be inevitable to the success of the project. The strategy, framework and plan for dealing with the management of risk for the preferred option follows a PRINCE2 methodology.

The register will be a 'living document' and reviewed and amended (where required) during workshops where a risk manager will be appointed to manage the identification, monitoring, updating, control and mitigation of project risks. The framework and plan of the risk register will involve a rated table format. The risk will be described and the date of its identification noted. An initial risk rating will be made and the probability and impact of the risk evaluated, followed by a residual risk rating column. The effects and impact of risk can involve elements such as environment, time, quality, cost, resource, function or safety and regular meetings will be held to review all aspects. Within the format there will also be the facility for proposals to mitigate and manage, identifying the control strategy, risk owner and the current risk status.

The risks and issues identified within this project will be cross referenced with the risks/issues held by the Strategic schools Improvement Programme (SSIP), so that cross cutting issues can be mitigated safely. The SSIP Programme Manager also sits on the project board to cover this responsibility.

In addition to the scoring of the risks for each of the short-listed options, a strategy for on-going risk management was developed and is explained within the following section.

As part of the initial workshop risks were identified, categorised and scored in terms of likelihood 1-5 with 5 being the most likely to occur and impact 1 – 10 where 10 is the most severe.

Mitigating actions undertaken to date were also included, as were the perceived mitigating actions along with an assigned owner for the risk as the project progresses. At this point it was decided that the top 10 most likely risks where a financial assessment was achieved would be included in the Economic case. This approach underpins the risk management strategy for the Baglan Bay area cluster and has been incorporated as a standard across projects for Neath Port Talbot County Borough Council.

6.8.1 Risk Identification

Risk identification can occur at all levels of the project, whether from the project teams or the project manager regarding the sub-elements of the project or from the Programme Board (where external risks are identified). Initial risks will be identified through structured workshops attended by the relevant experts and these risks will be captured in a formal risk register document.

When a risk is identified, the project manager will be responsible for evaluating each risk in terms of the likelihood and impact. The project manager will also enter this information onto the risk register and assign a risk owner who will update the project manager on the status of the risk including the results of mitigating actions.



6.8.2 Risk Analysis and Mitigation

It is acknowledged that risks will change as the project develops and for that reason the risk mitigation strategy will be fundamental to the success of the project undertaken by the authority. A risk mitigation strategy refers to the additional efforts, if any, that must be taken by management to lower the likelihood of the risk occurring and/or to minimise the impact on the programme if the risk did occur. While risk can never be totally eliminated, it can be managed and mitigated to lessen the likelihood and or impact of the risk on the programme. The process proposed by the authority will include:

- Roles and responsibilities for developing, implementing and monitoring the strategy;
- Timelines;
- Conditions present in order for the risk level to be acceptable; and
- Resources required to carry out the planned actions

Managers responsible for the various areas of the project will need to routinely monitor or review the status of risks. This will be achieved by:

- Reporting on risk areas along with performance;
- Developing risk indicators to monitor the status of risks, particularly for those areas of the project which are complex or seen as risky initiatives.

Risk management will be fundamental to the management of the project and as such, the project risk register will be reviewed on a weekly basis by the project manager. All risks arising from the project teams will be sent to the project manager for evaluation.

The total risk score for each risk will be calculated by multiplying the likelihood score (between 0-5 with 5 being certain) and impact score (between 0-10 with 10 being project failure) and all risks scoring 22 and above will be referred to the Project Board for decision. The risk tolerance line for the project is illustrated in the following table.

Figure 9: Risk Tolerance Profile

Likelihood	5	10	15	20	25	30	35	40	45	50
	4	8	12	16	20	24	28	32	36	40
	3	6	9	12	15	18	21	24	27	30
	2	4	6	8	10	12	14	16	18	20
	1	2	3	4	5	6	7	8	9	10
		2	3	4	5	6	7	8	9	10
		Impact								



The Ysgol Newydd (Ystalyfera) project has an aggregated risk value of [REDACTED] for the preferred option, representing [REDACTED] of capital expenditure. Whilst every project is different nature and will be affected by many factors, PRINCE2 guidance estimates that the projects should expect to expend between 1-3% on initial risk management and an additional 2-3% on the on-going monitoring of risks throughout the project life cycle. This demonstrates that the Council has a robust and conscientious approach to risk.

A copy of the risk register to be updated by the project manager is attached in Appendix C Risk Scoring and Assessment. The register includes details of the responsible owner and the required mitigation action for the risk.

6.9 Outline Arrangements for Post Project Evaluation

The outline arrangements for Post Implementation Review (PIR) and Project Evaluation Review (PER) have been established in accordance with best practice and are as follows.

6.9.1 Post Implementation Review (PIR)

In this project, the benefits (or unexpected problems) of a project can't be assessed until the change has been in place for some time. The review process is therefore incomplete without a post project review and evaluation. This is required to check whether:

- Outcomes are those expected;
- Projected benefits have occurred;
- Operational working is as planned; and
- Costs are as expected.

The Project Sponsor has overall responsibility for ensuring that the desired business benefits are achieved and it may be the Sponsor who leads the review, particularly if the Project Manager has gone on to other duties.

The review will also highlight any unanticipated issues and highlight any further changes required.

This review ascertains whether the anticipated benefits have been delivered. The review is timed to take place one year post construction i.e. September 2019. The form for Post Project Review is shown at Appendix G Post Project Review to the OBC.

6.9.2 Project Evaluation Reviews (PERs)

PERs appraise how well the project was managed and delivered compared with expectations. The purpose of a PER is to determine whether the project was successful and



identify any lessons learned. A PER also looks at whether the project produced the required deliverables within the agreed timeframe.

The Council plan to conduct a PER after the project has been completed. By then, the project deliverables will have been handed over to the Council by the contractor. A PER is a critical part in the project life cycle, as it's during this review that the success of the project is measured. In this instance the review is timed to take place in March 2019, 6 months post-handover of Ysgol Newydd (Ystalyfera). Form F132 (Appendix H Project Evaluation Review) is used as the basis of the planned PER.

6.10 Contingency Plans

In the event of project failure, the existing YG Ystalyfera Secondary school and YGG Y Wern Primary school will continue to operate until such time that the project can be righted.



Appendix A

Economic and Financial Analysis

Neath Port Talbot County Borough Council Welsh-medium School OBC – Economic and Financial Appraisal

This appendix contains the economic and financial appraisals for the following options:

- **Option 2:** 'Do minimum' –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.
- **Option 5:** Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).
- **Option 6:** Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.
- **Option 7:** Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.
- **Option 8:** Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

The discount rate used for all options is 3.5% and the assumed life of the options is taken as 60 years in all cases. Costs are estimated on a current year basis – no allowance has been made for inflation and capital costs are shown net of any tax, such as VAT.

The breakdown of costs and cash releasing benefits for the five options are shown in the table below.

All costs in £'000s

Description	Option 2	Option 5	Option 6	Option 7	Option 8
Capital Related Costs					
Capital works	£0	£17,112	██████	£23,308	£21,765
Optimism bias	£1,472	£702	████	£845	£763
Backlog maintenance	£20,793	£0	£0	£0	£0
Demolition	£0	£0	£0	£0	£0
Asbestos removal	£0	£0	£0	£0	£0
Project risks	£751	£606	████	£1,123	£1,092
Revenue related					
Revenue	£81,217	£81,217	£79,322	£81,217	£79,322
Lifecycle costs	£5,309	£4,875	██████	£3,247	£3,484
Benefits					
Capital receipts sale of property	£0	£0	£0	£0	£0
Community lettings	-£2,488	£2,741	-£6,008	-£2,741	-£6,008

Summary of Options

A summary of the economic appraisal for each option is set out in the tables below.

Option 2: 'Do minimum' –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.		
	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital (Backlog Maintenance)	£22,175	£20,793
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£151,713	£86,526
Risk Retained	£801	£751
Optimism Bias	£1,570	£1,472
Total costs	£176,259	£109,542
Less: cash releasing benefits	-£4,796	-£2,488
Costs net cash savings	£171,463	£107,053
Total	£171,463	£107,053

Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£18,250	£17,112
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£150,838	£86,092
Risk Retained	£646	£606
Optimism Bias	£749	£702
Total costs	£170,484	£104,513
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£165,200	£101,771
Total	£165,200	£101,771

Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	██████	██████
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£146,857	£84,037
Risk Retained	██████	██████
Optimism Bias	██████	██████
Total costs	██████	██████
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£154,131	£95,718
Total	██████	██████

Option 7: Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£24,858	£23,308
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£147,559	£84,465
Risk Retained	£1,197	£1,123
Optimism Bias	£901	£845
Total costs	£174,515	£109,740
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£169,231	£106,999
Total	£169,231	£106,999

Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£23,212	£21,765
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£144,377	£82,806
Risk Retained	£1,164	£1,092
Optimism Bias	£813	£763
Total costs	£169,567	£106,425
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£157,975	£100,417
Total	£157,975	£100,417

Ranking of Results

The table below indicates the comparative ranking for the various options.

Option	Description	NPV (£'000s)	Cash benefit	Non cash benefit	Cost net cash savings	Costs net all savings
2	'Do minimum' – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.	107,053	3	5	5	5
5	Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).	101,771	=2	4	3	3
6	Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.	██████	=1	2	1	1
7	Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.	106,999	=2	3	4	4
8	Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).	100,417	=1	1	2	2

On aggregate Option 6 'part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site' is ranked highest against the 4 criteria considered in the table above. Therefore, the preferred option is Option 6.

Economic and Financial Appraisal for Option 2: Do Minimum – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.

The economic appraisal for Option 2 (Do minimum) is shown in the table below. This is based on the current revenue expenditure for the existing schools. The estimated backlog maintenance for the existing schools is £22.175M expended in Years 1 to 5.

Economic Analysis for Option 2: 'Do minimum' – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,264	£6,963	£7,606	£5,699	£643	£0	£0	£20,793	£22,175
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Cost Total	£1,264	£6,963	£7,606	£5,699	£643	£0	£0	£20,793	£22,175
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,951	£3,423	£3,423	£63,068	£121,764
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£5,309	£10,697
Revenue/Current Cost Total	£4,346	£4,346	£4,346	£4,346	£3,820	£3,423	£3,423	£86,526	£151,713
RISK RETAINED									
Project Risks	£46	£251	£275	£206	£23	£0	£0	£751	£801
Optimism Bias	£89	£493	£539	£403	£46	£0	£0	£1,472	£1,570
Risk Retained Total	£135	£744	£813	£609	£69	£0	£0	£2,223	£2,371
TOTAL COST	£5,745	£12,053	£12,765	£10,654	£4,532	£3,423	£3,423	£109,542	£176,259
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£77	-£135	-£135	-£2,478	-£4,785
Benefits Totals	-£2	-£2	-£2	-£2	-£78	-£135	-£135	-£2,488	-£4,796
Cost Net Cash Savings	£5,742	£12,051	£12,763	£10,652	£4,454	£3,289	£3,289	£107,053	£171,463
TOTAL	£5,742	£12,051	£12,763	£10,652	£4,454	£3,289	£3,289	£107,053	£171,463

The financial analysis for Option 2 is shown in the table below.

Financial Analysis for Option 2: 'Do minimum' – Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,264	£6,963	£7,606	£5,699	£643	£0	£0	£20,793	£22,175
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Costs Total	£1,264	£6,963	£7,606	£5,699	£643	£0	£0	£20,793	£22,175
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,951	£3,423	£3,423	£63,068	£121,764
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£5,309	£10,697
Revenue/Current Costs Total	£4,346	£4,346	£4,346	£4,346	£3,820	£3,423	£3,423	£86,526	£151,713
Total Costs	£5,610	£11,309	£11,952	£10,045	£4,463	£3,423	£3,423	£107,319	£173,888
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£77	-£135	-£135	-£2,478	-£4,785
Cash Releasing Benefits Total	-£2	-£2	-£2	-£2	-£78	-£135	-£135	-£2,488	-£4,796
Cost Net Cash Savings	£5,607	£11,306	£11,949	£10,042	£4,385	£3,289	£3,289	£104,830	£169,092
Total	£5,607	£11,306	£11,949	£10,042	£4,385	£3,289	£3,289	£104,830	£169,092

Economic and Financial Appraisal for Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).

The economic appraisal for Option 5 is shown in the table below. Existing revenue costs continue until the new school is available.

Economic Analysis for Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).									
£'000s	Years (years 8-40 same as year 7) (except lifecycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,040	£5,731	£6,260	£4,690	£529	£0	£0	£17,112	£18,250
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Cost Total	£1,040	£5,731	£6,260	£4,690	£529	£0	£0	£17,112	£18,250
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,951	£3,423	£3,423	£63,068	£121,764
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£4,875	£9,823
Revenue/Current Cost Total	£4,346	£4,346	£4,346	£4,346	£3,820	£3,423	£3,423	£86,092	£150,838
RISK RETAINED									
Project Risks	£37	£203	£222	£166	£19	£0	£0	£606	£646
Optimism Bias	£43	£235	£257	£192	£22	£0	£0	£702	£749
Risk Retained Total	£80	£438	£479	£359	£40	£0	£0	£1,308	£1,395
TOTAL COST	£5,466	£10,514	£11,084	£9,395	£4,390	£3,423	£3,423	£104,513	£170,484
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£85	-£148	-£148	-£2,731	-£5,273
Benefits Totals	-£2	-£2	-£2	-£2	-£86	-£148	-£148	-£2,741	-£5,284
Cost Net Cash Savings	£5,463	£10,512	£11,082	£9,392	£4,304	£3,275	£3,275	£101,771	£165,200
TOTAL	£5,463	£10,512	£11,082	£9,392	£4,304	£3,275	£3,275	£101,771	£165,200

The results of the financial analysis for Option 5 are given in the table below.

Financial Analysis for Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,040	£5,731	£6,260	£4,690	£529	£0	£0	£17,112	£18,250
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Costs Total	£1,040	£5,731	£6,260	£4,690	£529	£0	£0	£17,112	£18,250
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,951	£3,423	£3,423	£63,068	£121,764
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£4,875	£9,823
Revenue/Current Costs Total	£4,346	£4,346	£4,346	£4,346	£3,820	£3,423	£3,423	£86,092	£150,838
Total Costs	£5,386	£10,076	£10,605	£9,036	£4,349	£3,423	£3,423	£103,204	£169,088
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£85	-£148	-£148	-£2,731	-£5,273
Cash Releasing Benefits Total	-£2	-£2	-£2	-£2	-£86	-£148	-£148	-£2,741	-£5,284
Cost Net Cash Savings	£5,384	£10,074	£10,603	£9,034	£4,264	£3,275	£3,275	£100,463	£163,804
Total	£5,384	£10,074	£10,603	£9,034	£4,264	£3,275	£3,275	£100,463	£163,804

Economic and Financial Appraisal for Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.

The estimated capital cost for option 6 is ██████████ expended in Years 1 to 6.

The table below sets out the results of the economic analysis for Option 6.

Economic Analysis for Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.									
£'000s	Years (years 8-40 same as year 7) (except lifecycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	██████	██████	██████	██████	██████	██	██	██████	██████
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Cost Total	██████	██████	██████	██████	██████	██	██	██████	██████
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,893	£3,320	£3,320	£61,173	£118,107
Lifecycle Cost	██	██	██	██	██	██	██	██████	██████
Revenue/Current Cost Total	£4,346	£4,346	£4,346	£4,346	£3,761	£3,320	£3,320	£84,037	£146,857
RISK RETAINED									
Project Risks	██	██	██	██	██	██	██	██████	██████
Optimism Bias	██	██	██	██	██	██	██	██████	██████
Risk Retained Total	██	██	██	██	██	██	██	██████	██████
TOTAL COST	██████	██████	██████	██████	██████	██████	██████	██████	██████
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£186	-£326	-£326	-£5,998	-£11,581
Benefits Totals	-£2	-£2	-£2	-£2	-£187	-£326	-£326	-£6,008	-£11,592
Cost Net Cash Savings	£5,419	£10,267	£10,814	£9,192	£4,122	£2,995	£2,995	£95,718	£154,131
TOTAL	£5,419	£10,267	£10,814	£9,192	£4,122	£2,995	£2,995	£95,718	£154,131

The following table indicates the results of the financial analysis for Option 6.

Financial Analysis for Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	■	■	■	■	■	■	■	■	■
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Costs Total	■	■	■	■	■	■	■	■	■
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,893	£3,320	£3,320	£61,173	£118,107
Lifecycle Cost	■	■	■	■	■	■	■	■	■
Revenue/Current Costs Total	£4,346	£4,346	£4,346	£4,346	£3,761	£3,320	£3,320	£84,037	£146,857
Total Costs	£5,343	£9,841	£10,348	£8,843	£4,269	£3,320	£3,320	£100,446	£164,358
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£186	-£326	-£326	-£5,998	-£11,581
Cash Releasing Benefits Total	-£2	-£2	-£2	-£2	-£187	-£326	-£326	-£6,008	-£11,592
Cost Net Cash Savings	£5,341	£9,838	£10,346	£8,841	£4,082	£2,995	£2,995	£94,438	£152,766
Total	£5,341	£9,838	£10,346	£8,841	£4,082	£2,995	£2,995	£94,438	£152,766

Economic and Financial Appraisal for Option 7: Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.

Existing revenue costs continue until the new school is available. Lifecycle costs such as maintenance start in year 9.

The table below sets out the results of the economic analysis for Option 7.

Economic Analysis for Option 7: Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,417	£7,805	£8,526	£6,389	£721	£0	£0	£23,308	£24,858
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Cost Total	£1,417	£7,805	£8,526	£6,389	£721	£0	£0	£23,308	£24,858
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,951	£3,423	£3,423	£63,068	£121,764
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£3,247	£6,543
Revenue/Current Cost Total	£4,346	£4,346	£4,346	£4,346	£3,820	£3,423	£3,423	£84,465	£147,559
RISK RETAINED									
Project Risks	£68	£376	£411	£308	£35	£0	£0	£1,123	£1,197
Optimism Bias	£51	£283	£309	£232	£26	£0	£0	£845	£901
Risk Retained Total	£120	£659	£720	£539	£61	£0	£0	£1,967	£2,098
TOTAL COST	£5,882	£12,810	£13,592	£11,273	£4,602	£3,423	£3,423	£109,740	£174,515
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£85	-£148	-£148	-£2,731	-£5,273
Benefits Totals	-£2	-£2	-£2	-£2	-£86	-£148	-£148	-£2,741	-£5,284
Cost Net Cash Savings	£5,880	£12,808	£13,589	£11,271	£4,516	£3,275	£3,275	£106,999	£169,231
TOTAL	£5,880	£12,808	£13,589	£11,271	£4,516	£3,275	£3,275	£106,999	£169,231

The following table indicates the results of the financial analysis for Option 7.

Financial Analysis for Option 7: Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,417	£7,805	£8,526	£6,389	£721	£0	£0	£23,308	£24,858
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Costs Total	£1,417	£7,805	£8,526	£6,389	£721	£0	£0	£23,308	£24,858
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,951	£3,423	£3,423	£63,068	£121,764
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£3,247	£6,543
Revenue/Current Costs Total	£4,346	£4,346	£4,346	£4,346	£3,820	£3,423	£3,423	£84,465	£147,559
Total Costs	£5,763	£12,151	£12,872	£10,734	£4,541	£3,423	£3,423	£107,773	£172,417
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£85	-£148	-£148	-£2,731	-£5,273
Cash Releasing Benefits Total	-£2	-£2	-£2	-£2	-£86	-£148	-£148	-£2,741	-£5,284
Cost Net Cash Savings	£5,760	£12,149	£12,870	£10,732	£4,455	£3,275	£3,275	£105,031	£167,133
Total	£5,760	£12,149	£12,870	£10,732	£4,455	£3,275	£3,275	£105,031	£167,133

Economic and Financial Appraisal for Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

The estimated capital cost for option 8 is £23.212M expended in Years 1 to 5.

The table below sets out the results of the economic analysis for Option 8.

Economic Analysis for Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,323	£7,289	£7,962	£5,966	£673	£0	£0	£21,765	£23,212
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Cost Total	£1,323	£7,289	£7,962	£5,966	£673	£0	£0	£21,765	£23,212
REVENUE/CURRENT COST									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,893	£3,320	£3,320	£61,173	£118,107
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£3,484	£7,019
Revenue/Current Cost Total	£4,346	£4,346	£4,346	£4,346	£3,761	£3,320	£3,320	£82,806	£144,377
RISK RETAINED									
Project Risks	£66	£366	£399	£299	£34	£0	£0	£1,092	£1,164
Optimism Bias	£46	£255	£279	£209	£24	£0	£0	£763	£813
Risk Retained Total	£113	£621	£678	£508	£57	£0	£0	£1,854	£1,978
TOTAL COST	£5,782	£12,255	£12,986	£10,820	£4,492	£3,320	£3,320	£106,425	£169,567
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£186	-£326	-£326	-£5,998	-£11,581
Benefits Totals	-£2	-£2	-£2	-£2	-£187	-£326	-£326	-£6,008	-£11,592
Cost Net Cash Savings	£5,779	£12,253	£12,983	£10,817	£4,305	£2,995	£2,995	£100,417	£157,975
TOTAL	£5,779	£12,253	£12,983	£10,817	£4,305	£2,995	£2,995	£100,417	£157,975

The following table indicates the results of the financial analysis for Option 8.

Financial Analysis for Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).									
£'000s	Years (years 8-40 same as year 7) (except life cycle costs)							NPV	Total Cost
	1	2	3	4	5	6	7		
	14/15	15/16	16/17	17/18	18/19	19/20	20/21		
CAPITAL COSTS									
Backlog Maintenance	£1,323	£7,289	£7,962	£5,966	£673	£0	£0	£21,765	£23,212
Asbestos Removal Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Demolition Cost	£0	£0	£0	£0	£0	£0	£0	£0	£0
Capital Costs Total	£1,323	£7,289	£7,962	£5,966	£673	£0	£0	£21,765	£23,212
REVENUE/CURRENT COSTS									
"Old" Revenue (FF) Cost	£4,346	£4,346	£4,346	£4,346	£1,869	£0	£0	£18,149	£19,252
"New" Revenue (FF) Cost	£0	£0	£0	£0	£1,893	£3,320	£3,320	£61,173	£118,107
Lifecycle Cost	£0	£0	£0	£0	£0	£0	£0	£3,484	£7,019
Revenue/Current Costs Total	£4,346	£4,346	£4,346	£4,346	£3,761	£3,320	£3,320	£82,806	£144,377
Total Costs	£5,669	£11,634	£12,308	£10,311	£4,434	£3,320	£3,320	£104,571	£167,589
BENEFITS									
Cash releasing									
Capital Receipts	£0	£0	£0	£0	£0	£0	£0	£0	£0
"Old" Community Lettings	-£2	-£2	-£2	-£2	-£1	£0	£0	-£10	-£11
"New" Community Lettings	£0	£0	£0	£0	-£186	-£326	-£326	-£5,998	-£11,581
Cash Releasing Benefits Total	-£2	-£2	-£2	-£2	-£187	-£326	-£326	-£6,008	-£11,592
Cost Net Cash Savings	£5,666	£11,632	£12,305	£10,309	£4,248	£2,995	£2,995	£98,563	£155,997
Total	£5,666	£11,632	£12,305	£10,309	£4,248	£2,995	£2,995	£98,563	£155,997

Monte Carlo Simulation

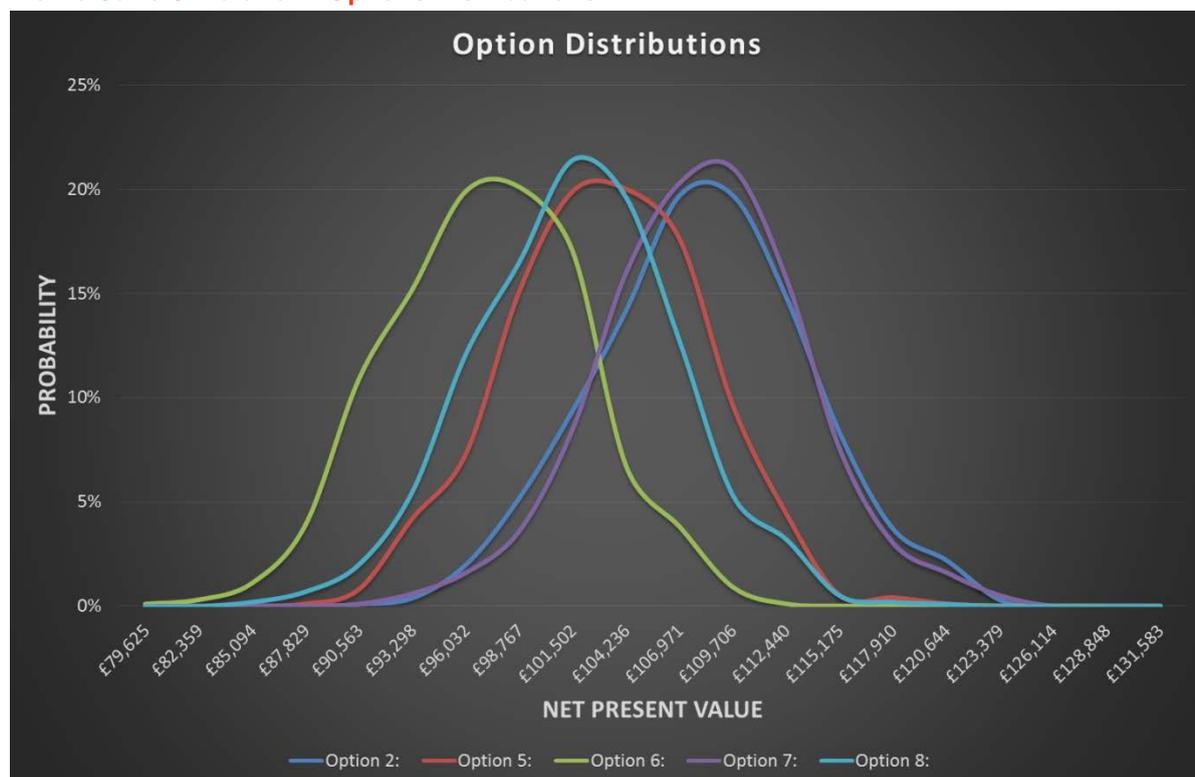
In order to make the scenario planning more robust (and less linear), we have completed a Monte Carlo Simulation in this business case. The simulation uses the following cost elements as variables: backlog maintenance/new build capital, old revenue cost, new revenue cost, lifecycle cost, capital receipts and new community lettings. Monte Carlo simulation uses random number generation to provide a set of predictive results. Charting these results can allow you to determine the probability of a particular result or set of results occurring.

Each variable went through 1000 iterations of number generation to produce a Normal or Gaussian distribution of the potential results obtainable. A normal distribution for the data was chosen as the results should conform to central tendency theorem, being clustered around the estimated value rather than being uniformly distributed between two points.

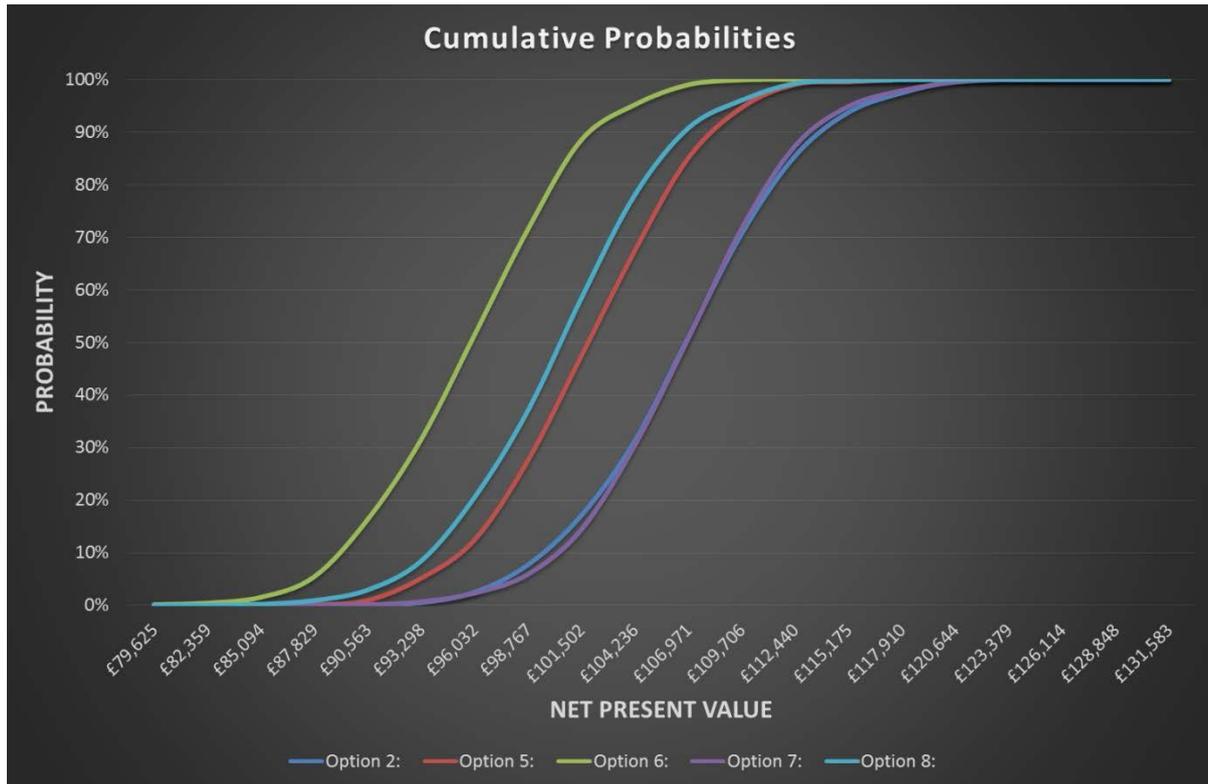
Once the variables for each option were simulated, the results were used as the input for 27 different potential 'What if' scenarios based along the three dimensions of capital, revenue and savings. The scenarios were used to demonstrate the sensitivity between the different variables, providing 27 (+1 base value) different potential outcomes for NPV per option. A list of the 27(+1) scenario's, and the 28 NPV potential results for each option is shown in Appendix D: Monte Carlo Simulation.

Finally the mean and standard deviation values for the 28 scenarios were used as the input variables for a further 1000 iterations of the simulation to produce a final Normal distribution curve for each of the four shortlisted options. The results are demonstrated in the two charts below.

Monte Carlo Simulation - Options Distributions



Monte Carlo Simulation: Cumulative Probabilities



As can be seen from the first chart each option displays the typical bell shaped curve indicative of a Normal distribution. The probability of any value occurring within this distribution can be read off the chart. Both charts clearly indicate that options 2 and 7 are considerably more expensive than the other options under the majority of circumstances. Option 6 has the most cost effective NPV distribution.

In order for option 6 to be displaced as the most economically favourable option there would have to be (ceteris paribus):

- An increase in the capital cost of the build for option 6 of [REDACTED];
- A decrease in the capital cost of the build for option 8 of [REDACTED];
- A decrease in the capital cost of the build for option 5 of [REDACTED];
- An increase in new revenue costs for option 6 of 7% to £3,553,000 per annum;
- A decrease in new revenue cost for option 8 of 8% to £3,055,000 per annum;

Whilst other switching values are possible the extremeness of the change required renders these unlikely. There is also the possibility that various combinations of both positive and negative swings in revenue and capital expenditure would result in a change in the rank order. However, the number of possible combinations makes this exercise impractical (examples available on request).

Through ranking the 140 potential NPV results (28 x 5 options), it is possible to generate a total NPV score for each option. Each result was ranked from 1-140 with 140 points allocated for the highest (least costly) potential NPV through to 1 for the lowest (most costly) potential NPV. The top 20 results are shown in the table below.

Top 20 Scenario Results

Rank	Total NPV	Scenario No.	Option No.	Revenue	Capital	Savings	Points
1	██████	84	Option 6:	Best Case Capital	Best Case Revenue	Best Case Savings	140
2	██████	83	Option 6:	Best Case Capital	Best Case Revenue	Expected Case Savings	139
3	██████	82	Option 6:	Best Case Capital	Best Case Revenue	Worst Case Savings	138
4	██████	75	Option 6:	Expected Case Capital	Best Case Revenue	Best Case Savings	137
5	██████	74	Option 6:	Expected Case Capital	Best Case Revenue	Expected Case Savings	136
6	██████	73	Option 6:	Expected Case Capital	Best Case Revenue	Worst Case Savings	135
7	██████	66	Option 6:	Worst Case Capital	Best Case Revenue	Best Case Savings	134
8	£91,546	140	Option 8:	Best Case Capital	Best Case Revenue	Best Case Savings	133
9	██████	65	Option 6:	Worst Case Capital	Best Case Revenue	Expected Case Savings	132
10	£92,291	139	Option 8:	Best Case Capital	Best Case Revenue	Expected Case Savings	131
11	£92,682	138	Option 8:	Best Case Capital	Best Case Revenue	Worst Case Savings	130
12	██████	81	Option 6:	Best Case Capital	Expected Case Revenue	Best Case Savings	129
13	██████	64	Option 6:	Worst Case Capital	Best Case Revenue	Worst Case Savings	128
14	£93,445	56	Option 5:	Best Case Capital	Best Case Revenue	Best Case Savings	127
15	██████	80	Option 6:	Best Case Capital	Expected Case Revenue	Expected Case Savings	126
16	£93,620	55	Option 5:	Best Case Capital	Best Case Revenue	Expected Case Savings	125
17	£94,090	131	Option 8:	Expected Case Capital	Best Case Revenue	Best Case Savings	124
18	£94,172	54	Option 5:	Best Case Capital	Best Case Revenue	Worst Case Savings	123
19	██████	79	Option 6:	Best Case Capital	Expected Case Revenue	Worst Case Savings	122
20	██████	72	Option 6:	Expected Case Capital	Expected Case Revenue	Best Case Savings	121

The table reveals that¹:

- The highest potential result for option 6 is ranked 1;
- The highest potential result for option 8 is ranked 8;
- The highest potential result for option 5 is ranked 14;
- The highest potential result for option 2 is ranked 36 (off the table);
- The highest potential result for option 7 is ranked 37 (off the table);
- Eight of the top ten potential results are related to option 6.

The scores were then cumulated for each option, with the highest score obtaining a final

¹ Please note that these represent static snapshots of simulated results. Monte Carlo simulations are dynamic therefore repeating the simulation can result in slight changes in the rank order and the potential NPV outcomes. The scenario results are intended here as examples of the many potential outcomes that can occur along the distribution curve.

score of 100% and the other options scoring a percentage of that. The final results of this final evaluation are displayed in the table below:

Final NPV Result after Monte Carlo Simulation

Option No.	Score	Final Score
Option 2:	1036	33.71%
Option 5:	2014	65.54%
Option 6:	3073	100.00%
Option 7:	1055	34.33%
Option 8:	2286	74.39%

Impact on Overall Income and Expenditure – Option 6

The anticipated payment stream for the project over its intended life span is set out in the following table for the preferred Option 6. The funding line includes the existing funding streams for the schools. All figures exclude VAT.

£'000s	Total Cost	Years (years 8-40 same as year 7)						
		1	2	3	4	5	6	7
		14/15	15/16	16/17	17/18	18/19	19/20	20/21
Preferred way forward:								
New Build Capital	████████	████	████	████	████	████	████	████
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost	£146,857	£4,346	£4,346	£4,346	£4,346	£3,761	£3,320	£3,320
Cash Releasing Benefits	-£11,592	-£2	-£2	-£2	-£2	-£187	-£326	-£326
Total	████████	████	████	████	████	████	████	████
Funded by:								
Existing Revenue	-£260,744	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346
Total Existing	-£260,744	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346	-£4,346
Additional Funding Required	████████	████	████	████	████	████	████	████
Cumulative Funding		£995	£6,488	£12,488	£16,983	£16,719	£15,368	£14,017

Note: All figures exclude VAT. It is expected this will be recovered via normal routes, meaning that the development is VAT neutral.

The net additional funding required over years 0 through 7 totals ██████████ assuming the delivery of the cash releasing benefits as predicted. Expert tax advice should be sought regarding the payment or avoidance of VAT on new schools.



Appendix B

Benefits Appraisal

Benefit Categorisation

Benefit Groups	Welsh Medium North IOs
Standards of education	Welsh Learning & Teaching environment
	Improved educational outcomes
Right school, right place	Welsh Learning & Teaching environment
	Improved educational outcomes
	Community
Standards of provision (state of the art facilities)	Welsh Learning & Teaching environment
	Improved educational outcomes
	Reduce surplus places
	Community
Effective Financial Management	Reduce surplus places
	Efficiencies

Examples**Welsh Medium North IOs**

Improved access to WM & bilingual learning materials (physical, academic and emotional)	<i>Welsh Learning & Teaching environment</i>
Raise attainment levels for all pupils and young people in the Welsh Medium sector including literacy, numeracy and bilingual competency	<i>Improved educational outcomes</i>
More funding available due to redistribution of resources	<i>Reduce surplus places</i>
Income from community use of facilities	<i>Efficiencies</i>
Securing long-term opportunities for learning / training in the community	<i>Community</i>

Grouping Benefits by Type

A	Standards of education	Possible	£	Assumptions
	QB- Improved attendance			
	QB- Securing positive learning experiences in WME			
	QB-Improved WM & bilingual learning outcomes			
	QB- Improved engagement with the learning process			
	QB- Improved access to WM & bilingual learning materials (physical, academic and emotional)			
	Non QB- Inspired learning			
	Non QB- Better promotion of key skills including bilingual competency			
	Non QB- Greater opportunities to use a wider range of different learning / teaching styles to promote bilingual competency			
	Non QB- Increased opportunities for continuous professional development			
	Non QB- Greater job security			
	Non QB- More effective staffing structures - management and support			
	Non QB- Opportunities to benefit from a wider range of WM and bilingual learning opportunities			
	Non QB- Raise attainment levels for all pupils and young people in the Welsh sector including literacy, numeracy and bilingual competency			
	Non QB- Greater opportunity for flexible working practices e.g. team teaching			
	QB- Greater learning opportunities to improve pupils' key skills			
	Non QB- Greater learning opportunities to improve pupils' key skills including bilingual competency			
	QB- Greater staff expertise and specialism			
	QB- Securing positive learning experiences for pupils and families			
	QB- Reduced sickness levels of staff			
	Non QB- Improved opportunities to attract and retain high quality staff			
B	Right school, right place			
	QB- Higher number of positive learning role models			
	Non QB- Greater potential for social interaction through increased number of peer groups and role models			
	Non QB- Improved self-esteem and well-being			

Non QB- Raising aspirations and securing and enhancing a more confident Welsh speaking community			
QB- Improved levels of recruitment, quality and retention of staff			
Non QB- Reputational improvement for the County Borough Council			
Non QB- Assured business continuity			
Non QB- Promote the Welsh language in line with legislative duty			
QB- Localised access to learning, sporting and cultural opportunities			
QB- Reduction in anti-social behaviour and disaffection			
Non QB- Securing local provision			
Non QB- Provision of a bilingual hub			
Non QB- Catalyst for community regeneration			
Non QB- Improved community self-esteem and wellbeing			
Non QB- Improved community links and facilities ensuring community cohesion			
Non QB- Improved community confidence and sense of belonging in the day-to-day use of the Welsh language			
QB- Enhanced life chances and employment opportunities			
QB- Improved school attendance			
Non QB- Ability to positively contribute to society and the wider community in both English and Welsh			
QB- Increased job satisfaction			
Non QB- Professional support and challenge for staff			
Non QB- Improved professional credibility and integrity			
QB- Community regeneration and sustainability			
QB- Improved community and social health			
QB- Opportunities to create an up-skilled local workforce			
Non QB- Future-proofing of a Welsh language community in the North of the County Borough			
Non QB- Sustaining local business community			
Non QB- Improved community pride and sense of belonging			
QB- Securing long-term opportunities for employment in the community			
Non QB- Enhanced local and national reputation of the wider community			
Non QB- Community school, owned by the community for the community			
Non QB- Greater engagement with the local community			

C	Standards of provision (state of the art facilities)			
	Non QB- Access to a wider range of teaching and learning materials (state of the art ICT and other emerging technologies) in both English and Welsh			
	QB- To create a centre of excellence for bilingual post 16 provision in order to improve transition rates from KS4 to KS5			
	QB- Sustainability and retention of staff who can teach both English and Welsh			
	QB- Greater opportunities to use a wider range of different WM & bilingual learning / teaching styles			
	QB- Securing long-term opportunities for employment in the County Borough			
	Non QB- Sustainable staffing structures - management and support			
	Non QB- Greater understanding of the importance of sustainable development and environmental issues			
	QB- Greater ability to share resources			
	Non QB- Improved access to learning materials (physical, academic and emotional)			
D	Effective Financial Management			
	QB- More funding available due to redistribution of resources			
	QB- Ability to distribute funds more equitably			
	Non QB- Improved financial management reputation			
	Non QB- Confidence in public fund being used efficiently			
	CB- Reduction in advertising costs for teaching staff			
	CB- Income from community use of facilities			
	QB- Greater potential to reinvest revenue and capital			
	QB- Greater ability to target specific needs			
	QB- Improved borrowing capacity (prudential borrowing)			
	CB- Revenue saving released maintain Council's eligibility for capital (prudential borrowing)			

Welsh Medium North Scoring

Option Benefit Scores												
Benefit Group	Weight	Maximum Score	Workshop Scores					Weighted Scores				
			Option 2	Option 5	Option 6	Option 7	Option 8	Option 2	Option 5	Option 6	Option 7	Option 8
Standards of education	25	20	12	14	18	15	19	300	350	450	375	475
Right school, right place	25	20	8	10	18	12	19	200	250	450	300	475
Standards of provision (facilities)	25	20	6	12	18	15	19	150	300	450	375	475
Effective Financial Management	25	20	8	10	19	10	19	200	250	475	250	475
TOTAL	100		34	46	73	52	76	850	1150	1825	1300	1900
			5	4	2	3	1	5	4	2	3	1



Appendix C

Risk Assessment

Neath Port Talbot County Borough Council -WM North Risk Assessment

20th November 2013

		WM North														
Risk No	Risk Description	Do Minimum			Major reconstruction, rationalisation and remodelling of existing buildings to create an 850 place 11-18 schools + co-located YGG Y Wern 200 place (3-11) primary (Ystalyfera)			Major reconstruction, rationalisation and remodelling of existing buildings to create an 1050 place 3-18 school on existing secondary school site			Demolition of existing schools and new build 3-11 and 11-18 schools on existing secondary schools site (850+200)			Demolition of existing schools and new build (3-18) school on existing secondary school site (1050)		
		L	I	Total	L	I	Total	L	I	Total	L	I	Total	L	I	Total
1	The risk that there will be an undermining of customer's/media's perception of the organisation's ability to fulfil its business requirements – for example, adverse publicity concerning an operational problem.	4	3	12	2	3	6	1	3	3	1	3	3	1	3	3
2	Continuity of 21 st century funding not sustained by mainstream funding	1	3	3	1	7	7	1	7	7	1	9	9	1	9	9
3	Newly redeveloped or built schools may attract pupils from other school or catchment areas pupil drift.	1	2	2	2	4	8	2	4	8	4	4	16	4	4	16
4	Delay in WAG approval of OBC	2	4	8	2	6	12	2	6	12	2	6	12	2	6	12
5	Availability of Capital funding, both in terms of Capital allocation from WAG and self-funding/funding from Carmarthenshire county council.	4	5	20	2	6	12	2	6	12	1	6	6	1	6	6
6	Availability of authority funds for any match-funding requirement	4	5	20	2	6	12	2	6	12	2	6	12	2	6	12
7	Feasibility unproven	1	3	3	2	5	10	2	5	10	2	6	12	2	6	12
8	Lack of stakeholder support for scheme	4	3	12	3	3	9	3	3	9	2	3	6	2	3	6
9	Lack of adequate revenue funding stream	1	2	2	3	3	9	2	3	6	3	3	9	2	3	6
10	Lack of timely decision making	1	3	3	1	3	3	1	3	3	1	3	3	1	3	3
11	Successful schools re-organisation and consultation process.	4	7	28	2	3	6	1	5	5	2	5	10	1	5	5
12	Failure to develop and implement plan and processes to manage staff and learners prior, during and post commissioning of the new/ existing/alternative facilities. (Greater risk for wholly New Build)	1	2	2	1	3	3	1	3	3	2	3	6	2	3	6
13	For any number of unforeseen reasons, arising from risk and uncertainty, the construction costs increase beyond original cost estimates. (Greater risk for wholly New Build)	1	6	6	2	6	12	2	6	12	3	6	18	3	6	18
14	Failure to gain planning and environmental approvals for new construction	1	4	4	2	6	12	2	6	12	2	6	12	2	6	12

31	TARGET COSTS above QS estimates	1	6	6	2	6	12	2	6	12	3	6	18	3	6	18
32	The risk that project outcomes are sensitive to economic influences – for example, where actual inflation differs from assumed inflation rates.	2	3	6	2	3	6	2	3	6	2	3	6	2	3	6
33	The risk that Policy & legislative change increases costs. This can be divided into secondary legislative risk (for example, changes to corporate taxes) and primary legislative risk (for example, specific changes which affect a particular project).	1	6	6	1	6	6	1	6	6	1	6	6	1	6	6
34	A change in political climate at WAG level	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
35	A change in political climate at County level	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
36	Outcome of internal decision making (i.e. Decisions made against officer recommendations)	1	5	5	1	5	5	1	5	5	1	5	5	1	5	5
37	Loss of experienced staff	3	4	12	3	6	18	3	6	18	3	6	18	3	6	18
Total				325			303			300			320			316



Appendix D

Monte Carlo Simulation

Welsh medium North - Economic Analysis

Version: 0.2

Date: 05/07/2014

Option 2: 'Do minimum' –Reconfigure and remove surplus accommodation at the existing YG Ystalyfera to create an 923 place secondary school (680 + 243 sixth form), while retaining YGG Y Wern at its existing site and completing backlog maintenance only.

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital (Backlog Maintenance)	£22,175	£20,793
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£151,713	£86,526
Risk Retained	£801	£751
Optimism Bias	£1,570	£1,472
Total costs	£176,259	£109,542
Less: cash releasing benefits	-£4,796	-£2,488
Costs net cash savings	£171,463	£107,053
Total	£171,463	£107,053

Option 5: Part new build, major reconstruction and remodelling of existing buildings to create an 923 place secondary 11-18 school (680 + 243 sixth form) and a co-located YGG Y Wern 200 place primary 3-11 school (YG Ystalyfera site).

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£18,250	£17,112
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£150,838	£86,092
Risk Retained	£646	£606
Optimism Bias	£749	£702
Total costs	£170,484	£104,513
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£165,200	£101,771
Total	£165,200	£101,771

Option 6: Part new build, major reconstruction and remodelling of existing buildings to create a 1123 place 3-18 school on existing YG Ystalyfera site.

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	██████████	██████████
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£146,857	£84,037
Risk Retained	██████████	██████████
Optimism Bias	██████████	██████████
Total costs	██████████	██████████
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£154,131	£95,718
Total	██████████	██████████

Option 7: Demolition of existing schools and new build 3-11 school (200 pupils) and 11-18 school (680 + 243 sixth form) on the existing YG Ystalyfera site.

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£24,858	£23,308
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£147,559	£84,465
Risk Retained	£1,197	£1,123
Optimism Bias	£901	£845
Total costs	£174,515	£109,740
Less: cash releasing benefits	-£5,284	-£2,741
Costs net cash savings	£169,231	£106,999
Total	£169,231	£106,999

Option 8: Demolition of existing schools and new build (3-18) school on existing YG Ystalyfera site (1123 pupils).

	Undiscounted (£'000s)	Net Present Value (£'000s)
Capital	£23,212	£21,765
Asbestos Removal & Demolition	£0	£0
Revenue/Current Cost	£144,377	£82,806
Risk Retained	£1,164	£1,092
Optimism Bias	£813	£763
Total costs	£169,567	£106,425
Less: cash releasing benefits	-£11,592	-£6,008
Costs net cash savings	£157,975	£100,417
Total	£157,975	£100,417

NPV variable descriptive statistics after Monte Carlo Simulation

Option 2 Variable Descriptive Statistics	Obs Mean	Est S.Dev	Sim Mean	Sim S.Dev	Sim Min	SIM Q1	Media n	Sim Q3	Sim Max	Std Error	5th %ile	95th %ile
Backlog Maintenance/New Build	22,175	1,753	22,117	1,736	16,593	20,895	22,082	23,362	27,239	55	19,379	24,929
Project Risks Total	801	63	799	61	617	758	798	840	1,027	2	703	895
Optimism Bias	1,570	124	1,569	122	1,185	1,485	1,566	1,653	1,987	4	1,377	1,773
"Old" Revenue (FF) Cost (per annum)	4,346	172	4,337	173	3,873	4,218	4,336	4,454	5,085	5	4,049	4,617
"New" Revenue (FF) Cost (per annum)	3,423	135	3,423	134	3,030	3,338	3,430	3,514	3,849	4	3,193	3,636
Lifecycle Cost (per annum)	10,697	846	10,647	842	8,124	10,047	10,649	11,221	13,162	27	9,244	12,062
Old Cash Releasing Benefits (per annum)	2	0	2	0	2	2	2	3	3	0	2	3
New Cash Releasing Benefits (per annum)	135	11	134	11	104	127	134	141	170	0	116	151

Option 5 Variable Descriptive Statistics	Obs Mean	Est S.Dev	Sim Mean	Sim S.Dev	Sim Min	SIM Q1	Media n	Sim Q3	Sim Max	Std Error	5th %ile	95th %ile
Backlog Maintenance/New Build	18,250	1,443	18,315	1,505	13,506	17,334	18,298	19,286	23,254	48	15,954	20,924
Project Risks Total	646	51	646	50	462	613	648	680	823	2	564	728
Optimism Bias	749	59	749	56	569	711	750	787	953	2	657	839
"Old" Revenue (FF) Cost (per annum)	4,346	172	4,348	174	3,702	4,231	4,348	4,470	4,822	5	4,055	4,615
"New" Revenue (FF) Cost (per annum)	3,423	135	3,426	139	3,019	3,336	3,424	3,521	3,872	4	3,196	3,661
Lifecycle Cost (per annum)	9,823	777	9,854	783	7,603	9,354	9,874	10,350	12,291	25	8,542	11,114
Old Cash Releasing Benefits (per annum)	2	0	2	0	2	2	2	3	3	0	2	3
New Cash Releasing Benefits (per annum)	148	12	149	12	108	141	149	157	182	0	129	166

Option 6 Variable Descriptive Statistics	Obs Mean	Est S.Dev	Sim Mean	Sim S.Dev	Sim Min	SIM Q1	Media n	Sim Q3	Sim Max	Std Error	5th %ile	95th %ile
Backlog Maintenance/New Build	██████	██████	██████	██████	██████	██████	██████	██████	██████	██	██████	██████
Project Risks Total	██	██	██	██	██	██	██	██	██	█	██	██

Optimism Bias	█	█	█	█	█	█	█	█	█	█	█	█
"Old" Revenue (FF) Cost (per annum)	4,346	172	4,344	174	3,807	4,224	4,335	4,464	4,848	6	4,056	4,627
"New" Revenue (FF) Cost (per annum)	3,320	131	3,316	131	2,946	3,223	3,314	3,398	3,783	4	3,114	3,538
Lifecycle Cost (per annum)	█	█	█	█	█	█	█	█	█	█	█	█
Old Cash Releasing Benefits (per annum)	2	0	2	0	2	2	2	3	3	0	2	3
New Cash Releasing Benefits (per annum)	326	26	326	26	246	309	326	344	401	1	285	367

Option 7 Variable Descriptive Statistics	Obs Mean	Est S.Dev	Sim Mean	Sim S.Dev	Sim Min	SIM Q1	Media n	Sim Q3	Sim Max	Std Error	5th %ile	95th %ile
Backlog Maintenance/New Build	24,858	1,965	24,950	2,067	18,106	23,484	24,986	26,325	30,717	65	21,527	28,318
Project Risks Total	1,197	95	1,198	91	939	1,138	1,199	1,255	1,509	3	1,046	1,352
Optimism Bias	901	71	902	70	666	855	901	952	1,097	2	785	1,023
"Old" Revenue (FF) Cost (per annum)	4,346	172	4,343	176	3,716	4,228	4,337	4,463	4,879	6	4,057	4,639
"New" Revenue (FF) Cost (per annum)	3,423	135	3,424	131	3,050	3,334	3,425	3,515	3,925	4	3,202	3,635
Lifecycle Cost (per annum)	6,543	517	6,545	529	4,616	6,184	6,533	6,905	8,147	17	5,677	7,375
Old Cash Releasing Benefits (per annum)	2	0	2	0	2	2	2	3	3	0	2	3
New Cash Releasing Benefits (per annum)	148	12	148	11	112	141	147	156	183	0	129	167

Option 8 Variable Descriptive Statistics	Obs Mean	Est S.Dev	Sim Mean	Sim S.Dev	Sim Min	SIM Q1	Media n	Sim Q3	Sim Max	Std Error	5th %ile	95th %ile
Backlog Maintenance/New Build	23,212	1,835	23,193	1,805	17,024	21,975	23,215	24,387	29,171	57	20,217	26,010
Project Risks Total	1,164	92	1,163	91	881	1,103	1,165	1,229	1,415	3	1,008	1,309
Optimism Bias	813	64	813	65	608	769	811	855	1,025	2	706	925
"Old" Revenue (FF) Cost (per annum)	4,346	172	4,345	165	3,815	4,235	4,345	4,464	4,861	5	4,068	4,603
"New" Revenue (FF) Cost (per annum)	3,320	131	3,315	129	2,916	3,227	3,311	3,397	3,762	4	3,119	3,538
Lifecycle Cost (per annum)	7,019	555	6,994	545	5,038	6,629	7,006	7,368	8,647	17	6,091	7,865
Old Cash Releasing Benefits (per annum)	2	0	2	0	2	2	2	3	3	0	2	3
New Cash Releasing Benefits (per annum)	326	26	323	26	251	305	324	341	401	1	280	367

'What If' Scenario Analysis

	Variable Capital:	Variable Revenue:	Variable Savings
Scenario 1	Base NPV	Base NPV	Base NPV
Scenario 2	Worst Case Capital	Worst Case Revenue	Worst Case Savings
Scenario 3	Worst Case Capital	Worst Case Revenue	Expected Case Savings
Scenario 4	Worst Case Capital	Worst Case Revenue	Best Case Savings
Scenario 5	Worst Case Capital	Expected Case Revenue	Worst Case Savings
Scenario 6	Worst Case Capital	Expected Case Revenue	Expected Case Savings
Scenario 7	Worst Case Capital	Expected Case Revenue	Best Case Savings
Scenario 8	Worst Case Capital	Best Case Revenue	Worst Case Savings
Scenario 9	Worst Case Capital	Best Case Revenue	Expected Case Savings
Scenario 10	Worst Case Capital	Best Case Revenue	Best Case Savings
Scenario 11	Expected Case Capital	Worst Case Revenue	Worst Case Savings
Scenario 12	Expected Case Capital	Worst Case Revenue	Expected Case Savings
Scenario 13	Expected Case Capital	Worst Case Revenue	Best Case Savings
Scenario 14	Expected Case Capital	Expected Case Revenue	Worst Case Savings
Scenario 15	Expected Case Capital	Expected Case Revenue	Expected Case Savings
Scenario 16	Expected Case Capital	Expected Case Revenue	Best Case Savings
Scenario 17	Expected Case Capital	Best Case Revenue	Worst Case Savings
Scenario 18	Expected Case Capital	Best Case Revenue	Expected Case Savings
Scenario 19	Expected Case Capital	Best Case Revenue	Best Case Savings
Scenario 20	Best Case Capital	Worst Case Revenue	Worst Case Savings
Scenario 21	Best Case Capital	Worst Case Revenue	Expected Case Savings
Scenario 22	Best Case Capital	Worst Case Revenue	Best Case Savings
Scenario 23	Best Case Capital	Expected Case Revenue	Worst Case Savings
Scenario 24	Best Case Capital	Expected Case Revenue	Expected Case Savings
Scenario 25	Best Case Capital	Expected Case Revenue	Best Case Savings
Scenario 26	Best Case Capital	Best Case Revenue	Worst Case Savings
Scenario 27	Best Case Capital	Best Case Revenue	Expected Case Savings
Scenario 28	Best Case Capital	Best Case Revenue	Best Case Savings

Ranked Table of Scenario Results

Rank	Total NPV	S No.	Option No.	Revenue	Capital	Savings	Points
1		84	Option 6:	Best Case Capital	Best Case Revenue	Best Case Savings	140
2		83	Option 6:	Best Case Capital	Best Case Revenue	Expected Case Savings	139
3		82	Option 6:	Best Case Capital	Best Case Revenue	Worst Case Savings	138
4		75	Option 6:	Expected Case Capital	Best Case Revenue	Best Case Savings	137
5		74	Option 6:	Expected Case Capital	Best Case Revenue	Expected Case Savings	136
6		73	Option 6:	Expected Case Capital	Best Case Revenue	Worst Case Savings	135
7		66	Option 6:	Worst Case Capital	Best Case Revenue	Best Case Savings	134
8	£91,546	140	Option 8:	Best Case Capital	Best Case Revenue	Best Case Savings	133
9		65	Option 6:	Worst Case Capital	Best Case Revenue	Expected Case Savings	132
10	£92,291	139	Option 8:	Best Case Capital	Best Case Revenue	Expected Case Savings	131
11	£92,682	138	Option 8:	Best Case Capital	Best Case Revenue	Worst Case Savings	130
12		81	Option 6:	Best Case Capital	Expected Case Revenue	Best Case Savings	129
13		64	Option 6:	Worst Case Capital	Best Case Revenue	Worst Case Savings	128
14	£93,445	56	Option 5:	Best Case Capital	Best Case Revenue	Best Case Savings	127
15		80	Option 6:	Best Case Capital	Expected Case Revenue	Expected Case Savings	126
16	£93,620	55	Option 5:	Best Case Capital	Best Case Revenue	Expected Case Savings	125
17	£94,090	131	Option 8:	Expected Case Capital	Best Case Revenue	Best Case Savings	124
18	£94,172	54	Option 5:	Best Case Capital	Best Case Revenue	Worst Case Savings	123
19		79	Option 6:	Best Case Capital	Expected Case Revenue	Worst Case Savings	122
20		72	Option 6:	Expected Case Capital	Expected Case Revenue	Best Case Savings	121
21	£94,982	130	Option 8:	Expected Case Capital	Best Case Revenue	Expected Case Savings	120
22	£95,303	47	Option 5:	Expected Case Capital	Best Case Revenue	Best Case Savings	119
23	£95,447	129	Option 8:	Expected Case Capital	Best Case Revenue	Worst Case Savings	118
24		71	Option 6:	Expected Case Capital	Expected Case Revenue	Expected Case Savings	117
25		57	Option 6:	Base NPV	Base NPV	Base NPV	116
26	£95,999	46	Option 5:	Expected Case Capital	Best Case Revenue	Expected Case Savings	115
27	£96,259	45	Option 5:	Expected Case Capital	Best Case Revenue	Worst Case Savings	114
28		70	Option 6:	Expected Case Capital	Expected Case Revenue	Worst Case Savings	113
29		63	Option 6:	Worst Case Capital	Expected Case Revenue	Best Case Savings	112
30	£96,905	137	Option 8:	Best Case Capital	Expected Case Revenue	Best Case Savings	111
31	£96,993	122	Option 8:	Worst Case Capital	Best Case Revenue	Best Case Savings	110
32	£97,317	38	Option 5:	Worst Case Capital	Best Case Revenue	Best Case Savings	109
33	£97,414	136	Option 8:	Best Case Capital	Expected Case Revenue	Expected Case Savings	108
34	£97,463	121	Option 8:	Worst Case Capital	Best Case Revenue	Expected Case Savings	107
35		62	Option 6:	Worst Case Capital	Expected Case Revenue	Expected Case Savings	106
36	£97,863	28	Option 2:	Best Case Capital	Best Case Revenue	Best Case Savings	105
37	£98,037	112	Option 7:	Best Case Capital	Best Case Revenue	Best Case Savings	104
38	£98,191	135	Option 8:	Best Case Capital	Expected Case Revenue	Worst Case Savings	103
39	£98,200	37	Option 5:	Worst Case Capital	Best Case Revenue	Expected Case Savings	102
40	£98,254	111	Option 7:	Best Case Capital	Best Case Revenue	Expected Case Savings	101
41	£98,265	36	Option 5:	Worst Case Capital	Best Case Revenue	Worst Case Savings	100
42	£98,479	120	Option 8:	Worst Case Capital	Best Case Revenue	Worst Case Savings	99
43	£98,556	27	Option 2:	Best Case Capital	Best Case Revenue	Expected Case Savings	98
44		78	Option 6:	Best Case Capital	Worst Case Revenue	Best Case Savings	97
45		61	Option 6:	Worst Case Capital	Expected Case Revenue	Worst Case Savings	96
46	£98,746	110	Option 7:	Best Case Capital	Best Case Revenue	Worst Case Savings	95

47	£98,875	26	Option 2:	Best Case Capital	Best Case Revenue	Worst Case Savings	94
48	£99,269	53	Option 5:	Best Case Capital	Expected Case Revenue	Best Case Savings	93
49	████████	77	Option 6:	Best Case Capital	Worst Case Revenue	Expected Case Savings	92
50	£99,562	52	Option 5:	Best Case Capital	Expected Case Revenue	Expected Case Savings	91
51	£99,680	51	Option 5:	Best Case Capital	Expected Case Revenue	Worst Case Savings	90
52	£99,700	128	Option 8:	Expected Case Capital	Expected Case Revenue	Best Case Savings	89
53	£100,417	113	Option 8:	Base NPV	Base NPV	Base NPV	88
54	£100,607	127	Option 8:	Expected Case Capital	Expected Case Revenue	Expected Case Savings	87
55	████████	76	Option 6:	Best Case Capital	Worst Case Revenue	Worst Case Savings	86
56	████████	69	Option 6:	Expected Case Capital	Worst Case Revenue	Best Case Savings	85
57	£100,840	19	Option 2:	Expected Case Capital	Best Case Revenue	Best Case Savings	84
58	£100,930	18	Option 2:	Expected Case Capital	Best Case Revenue	Expected Case Savings	83
59	£101,272	103	Option 7:	Expected Case Capital	Best Case Revenue	Best Case Savings	82
60	£101,279	126	Option 8:	Expected Case Capital	Expected Case Revenue	Worst Case Savings	81
61	£101,448	17	Option 2:	Expected Case Capital	Best Case Revenue	Worst Case Savings	80
62	£101,463	44	Option 5:	Expected Case Capital	Expected Case Revenue	Best Case Savings	79
63	£101,518	102	Option 7:	Expected Case Capital	Best Case Revenue	Expected Case Savings	78
64	£101,532	101	Option 7:	Expected Case Capital	Best Case Revenue	Worst Case Savings	77
65	████████	68	Option 6:	Expected Case Capital	Worst Case Revenue	Expected Case Savings	76
66	£101,742	43	Option 5:	Expected Case Capital	Expected Case Revenue	Expected Case Savings	75
67	£101,772	29	Option 5:	Base NPV	Base NPV	Base NPV	74
68	£102,005	134	Option 8:	Best Case Capital	Worst Case Revenue	Best Case Savings	73
69	████████	67	Option 6:	Expected Case Capital	Worst Case Revenue	Worst Case Savings	72
70	£102,188	42	Option 5:	Expected Case Capital	Expected Case Revenue	Worst Case Savings	71
71	£102,414	119	Option 8:	Worst Case Capital	Expected Case Revenue	Best Case Savings	70
72	████████	60	Option 6:	Worst Case Capital	Worst Case Revenue	Best Case Savings	69
73	£103,085	118	Option 8:	Worst Case Capital	Expected Case Revenue	Expected Case Savings	68
74	£103,242	9	Option 2:	Worst Case Capital	Best Case Revenue	Expected Case Savings	67
75	£103,416	109	Option 7:	Best Case Capital	Expected Case Revenue	Best Case Savings	66
76	£103,507	133	Option 8:	Best Case Capital	Worst Case Revenue	Expected Case Savings	65
77	████████	59	Option 6:	Worst Case Capital	Worst Case Revenue	Expected Case Savings	64
78	£103,583	10	Option 2:	Worst Case Capital	Best Case Revenue	Best Case Savings	63
79	£103,628	35	Option 5:	Worst Case Capital	Expected Case Revenue	Best Case Savings	62
80	£103,845	94	Option 7:	Worst Case Capital	Best Case Revenue	Best Case Savings	61
81	£103,964	25	Option 2:	Best Case Capital	Expected Case Revenue	Best Case Savings	60
82	£103,988	108	Option 7:	Best Case Capital	Expected Case Revenue	Expected Case Savings	59
83	£104,036	132	Option 8:	Best Case Capital	Worst Case Revenue	Worst Case Savings	58
84	£104,074	34	Option 5:	Worst Case Capital	Expected Case Revenue	Expected Case Savings	57
85	£104,129	33	Option 5:	Worst Case Capital	Expected Case Revenue	Worst Case Savings	56
86	████████	58	Option 6:	Worst Case Capital	Worst Case Revenue	Worst Case Savings	55
87	£104,150	117	Option 8:	Worst Case Capital	Expected Case Revenue	Worst Case Savings	54
88	£104,195	8	Option 2:	Worst Case Capital	Best Case Revenue	Worst Case Savings	53
89	£104,254	24	Option 2:	Best Case Capital	Expected Case Revenue	Expected Case Savings	52
90	£104,324	107	Option 7:	Best Case Capital	Expected Case Revenue	Worst Case Savings	51
91	£104,576	92	Option 7:	Worst Case Capital	Best Case Revenue	Worst Case Savings	50
92	£104,590	93	Option 7:	Worst Case Capital	Best Case Revenue	Expected Case Savings	49
93	£104,828	23	Option 2:	Best Case Capital	Expected Case Revenue	Worst Case Savings	48
94	£105,005	125	Option 8:	Expected Case Capital	Worst Case Revenue	Best Case Savings	47
95	£105,050	50	Option 5:	Best Case Capital	Worst Case Revenue	Best Case Savings	46

96	£105,350	49	Option 5:	Best Case Capital	Worst Case Revenue	Expected Case Savings	45
97	£105,810	48	Option 5:	Best Case Capital	Worst Case Revenue	Worst Case Savings	44
98	£106,121	124	Option 8:	Expected Case Capital	Worst Case Revenue	Expected Case Savings	43
99	£106,492	100	Option 7:	Expected Case Capital	Expected Case Revenue	Best Case Savings	42
100	£106,712	16	Option 2:	Expected Case Capital	Expected Case Revenue	Best Case Savings	41
101	£106,999	85	Option 7:	Base NPV	Base NPV	Base NPV	40
102	£107,031	99	Option 7:	Expected Case Capital	Expected Case Revenue	Expected Case Savings	39
103	£107,044	123	Option 8:	Expected Case Capital	Worst Case Revenue	Worst Case Savings	38
104	£107,053	1	Option 2:	Base NPV	Base NPV	Base NPV	37
105	£107,065	15	Option 2:	Expected Case Capital	Expected Case Revenue	Expected Case Savings	36
106	£107,289	14	Option 2:	Expected Case Capital	Expected Case Revenue	Worst Case Savings	35
107	£107,401	40	Option 5:	Expected Case Capital	Worst Case Revenue	Expected Case Savings	34
108	£107,438	41	Option 5:	Expected Case Capital	Worst Case Revenue	Best Case Savings	33
109	£107,455	98	Option 7:	Expected Case Capital	Expected Case Revenue	Worst Case Savings	32
110	£107,868	116	Option 8:	Worst Case Capital	Worst Case Revenue	Best Case Savings	31
111	£108,039	39	Option 5:	Expected Case Capital	Worst Case Revenue	Worst Case Savings	30
112	£109,125	106	Option 7:	Best Case Capital	Worst Case Revenue	Best Case Savings	29
112	£109,331	115	Option 8:	Worst Case Capital	Worst Case Revenue	Expected Case Savings	29
113	£109,382	7	Option 2:	Worst Case Capital	Expected Case Revenue	Best Case Savings	28
114	£109,484	114	Option 8:	Worst Case Capital	Worst Case Revenue	Worst Case Savings	27
115	£109,602	31	Option 5:	Worst Case Capital	Worst Case Revenue	Expected Case Savings	26
116	£109,723	104	Option 7:	Best Case Capital	Worst Case Revenue	Worst Case Savings	25
117	£109,746	91	Option 7:	Worst Case Capital	Expected Case Revenue	Best Case Savings	24
118	£109,746	6	Option 2:	Worst Case Capital	Expected Case Revenue	Expected Case Savings	23
119	£109,803	105	Option 7:	Best Case Capital	Worst Case Revenue	Expected Case Savings	22
120	£109,907	32	Option 5:	Worst Case Capital	Worst Case Revenue	Best Case Savings	21
121	£110,011	21	Option 2:	Best Case Capital	Worst Case Revenue	Expected Case Savings	20
122	£110,015	90	Option 7:	Worst Case Capital	Expected Case Revenue	Expected Case Savings	19
123	£110,078	22	Option 2:	Best Case Capital	Worst Case Revenue	Best Case Savings	18
124	£110,127	30	Option 5:	Worst Case Capital	Worst Case Revenue	Worst Case Savings	17
125	£110,161	5	Option 2:	Worst Case Capital	Expected Case Revenue	Worst Case Savings	16
126	£110,495	89	Option 7:	Worst Case Capital	Expected Case Revenue	Worst Case Savings	15
127	£110,597	20	Option 2:	Best Case Capital	Worst Case Revenue	Worst Case Savings	14
128	£112,319	97	Option 7:	Expected Case Capital	Worst Case Revenue	Best Case Savings	13
129	£112,665	13	Option 2:	Expected Case Capital	Worst Case Revenue	Best Case Savings	12
130	£112,699	96	Option 7:	Expected Case Capital	Worst Case Revenue	Expected Case Savings	11
131	£112,861	12	Option 2:	Expected Case Capital	Worst Case Revenue	Expected Case Savings	10
132	£113,031	95	Option 7:	Expected Case Capital	Worst Case Revenue	Worst Case Savings	9
133	£113,681	11	Option 2:	Expected Case Capital	Worst Case Revenue	Worst Case Savings	8
134	£115,326	88	Option 7:	Worst Case Capital	Worst Case Revenue	Best Case Savings	7
135	£115,457	87	Option 7:	Worst Case Capital	Worst Case Revenue	Expected Case Savings	6
136	£115,492	3	Option 2:	Worst Case Capital	Worst Case Revenue	Expected Case Savings	5
137	£115,752	4	Option 2:	Worst Case Capital	Worst Case Revenue	Best Case Savings	4
138	£115,789	2	Option 2:	Worst Case Capital	Worst Case Revenue	Worst Case Savings	3
139	£115,955	86	Option 7:	Worst Case Capital	Worst Case Revenue	Worst Case Savings	2
140	██████	84	Option 6:	Best Case Capital	Best Case Revenue	Best Case Savings	1

140 Potential NPV Values generated by the What IF Scenario Analysis

Option 2: (£'000s)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Backlog Maintenance	£20,793	£23,525	£23,401	£23,529	£23,576	£23,479	£23,508	£23,505	£23,403	£23,436	£20,718	£20,849	£20,789	£20,785	£20,744	£20,872	£20,831	£20,812	£20,884	£18,130	£18,133	£18,053	£18,124	£18,080	£18,142	£18,013	£18,156	£18,053
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost Total	£86,526	£92,208	£92,348	£92,790	£86,551	£86,528	£86,447	£80,654	£80,108	£80,751	£92,931	£92,285	£92,450	£86,448	£86,583	£86,442	£80,539	£80,389	£80,548	£92,416	£92,143	£92,591	£86,634	£86,450	£86,399	£80,808	£80,676	£80,406
Retained Risks Total	£2,223	£2,223	£2,227	£2,226	£2,221	£2,226	£2,228	£2,220	£2,223	£2,224	£2,220	£2,223	£2,228	£2,221	£2,226	£2,220	£2,224	£2,220	£2,222	£2,220	£2,222	£2,224	£2,223	£2,224	£2,225	£2,221	£2,216	£2,227
Total Costs	£109,542	£117,956	£117,976	£118,546	£112,348	£112,233	£112,183	£106,379	£105,735	£106,411	£115,870	£115,357	£115,467	£109,455	£109,554	£109,535	£103,594	£103,421	£103,654	£112,766	£112,498	£112,868	£106,981	£106,754	£106,766	£101,042	£101,049	£100,686
Cash Releasing Benefit Total	-£2,488	-£2,167	-£2,483	-£2,794	-£2,187	-£2,487	-£2,801	-£2,184	-£2,493	-£2,828	-£2,189	-£2,496	-£2,802	-£2,166	-£2,489	-£2,823	-£2,146	-£2,491	-£2,814	-£2,169	-£2,487	-£2,790	-£2,154	-£2,500	-£2,802	-£2,167	-£2,492	-£2,823
Cost Net Cash Savings	£107,053	£115,789	£115,492	£115,752	£110,161	£109,746	£109,382	£104,195	£103,242	£103,583	£113,681	£112,861	£112,665	£107,289	£107,065	£106,712	£101,448	£100,930	£100,840	£110,597	£110,011	£110,078	£104,828	£104,254	£103,964	£98,875	£98,556	£97,863
Total	£107,053	£115,789	£115,492	£115,752	£110,161	£109,746	£109,382	£104,195	£103,242	£103,583	£113,681	£112,861	£112,665	£107,289	£107,065	£106,712	£101,448	£100,930	£100,840	£110,597	£110,011	£110,078	£104,828	£104,254	£103,964	£98,875	£98,556	£97,863
Rank	104	139	137	138	126	119	114	88	74	78	134	132	130	106	105	100	61	58	57	128	122	124	93	89	81	47	43	36

NPV Sensitivity

Option 5: (£'000s)	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56
Backlog Maintenance	£17,112	£19,254	£19,166	£19,430	£19,299	£19,440	£19,327	£19,261	£19,287	£19,266	£17,076	£17,115	£17,058	£17,108	£17,087	£17,105	£17,187	£17,148	£17,055	£14,964	£14,794	£14,930	£14,807	£14,864	£14,947	£14,904	£14,929	£15,057
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost Total	£86,092	£91,947	£91,870	£92,245	£85,931	£86,066	£86,085	£80,085	£80,346	£79,841	£92,039	£91,719	£92,161	£86,143	£86,089	£86,174	£80,154	£80,291	£80,036	£91,906	£91,992	£91,915	£85,937	£86,133	£86,135	£80,354	£80,116	£80,182
Retained Risks Total	£1,308	£1,305	£1,306	£1,307	£1,310	£1,310	£1,310	£1,308	£1,313	£1,306	£1,307	£1,308	£1,315	£1,303	£1,306	£1,305	£1,310	£1,310	£1,312	£1,312	£1,308	£1,310	£1,310	£1,309	£1,306	£1,309	£1,310	£1,309
Total Costs	£104,513	£112,507	£112,342	£112,982	£106,540	£106,817	£106,722	£100,653	£100,946	£100,412	£110,421	£110,142	£110,535	£104,554	£104,482	£104,584	£98,650	£98,749	£98,403	£108,182	£108,094	£108,154	£102,054	£102,306	£102,388	£96,567	£96,355	£96,548
Cash Releasing Benefit Total	-£2,741	-£2,379	-£2,740	-£3,075	-£2,412	-£2,743	-£3,094	-£2,388	-£2,746	-£3,095	-£2,382	-£2,741	-£3,098	-£2,366	-£2,739	-£3,122	-£2,391	-£2,750	-£3,099	-£2,372	-£2,744	-£3,104	-£2,375	-£2,744	-£3,118	-£2,395	-£2,735	-£3,103
Cost Net Cash Savings	£101,772	£110,127	£109,602	£109,907	£104,129	£104,074	£103,628	£98,265	£98,200	£97,317	£108,039	£107,401	£107,438	£102,188	£101,742	£101,463	£96,259	£95,999	£95,303	£105,810	£105,350	£105,050	£99,680	£99,562	£99,269	£94,172	£93,620	£93,445
Total	£101,772	£110,127	£109,602	£109,907	£104,129	£104,074	£103,628	£98,265	£98,200	£97,317	£108,039	£107,401	£107,438	£102,188	£101,742	£101,463	£96,259	£95,999	£95,303	£105,810	£105,350	£105,050	£99,680	£99,562	£99,269	£94,172	£93,620	£93,445
Rank	67	125	116	121	85	84	79	41	39	32	111	107	108	70	66	62	27	26	22	97	96	95	51	50	48	18	16	14

NPV Sensitivity

Option 6: (£'000s)	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84
Backlog Maintenance	£84,037	£89,675	£89,726	£89,808	£84,000	£84,018	£84,046	£78,418	£78,433	£78,279	£89,727	£89,887	£89,888	£84,023	£84,052	£84,005	£78,470	£78,147	£78,038	£90,195	£89,896	£89,771	£84,052	£84,038	£84,081	£78,462	£77,956	£78,507
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost Total	£84,037	£89,675	£89,726	£89,808	£84,000	£84,018	£84,046	£78,418	£78,433	£78,279	£89,727	£89,887	£89,888	£84,023	£84,052	£84,005	£78,470	£78,147	£78,038	£90,195	£89,896	£89,771	£84,052	£84,038	£84,081	£78,462	£77,956	£78,507
Retained Risks Total	£1,967	£1,969	£1,967	£1,963	£1,969	£1,966	£1,967	£1,972	£1,962	£1,968	£1,971	£1,964	£1,971	£1,968	£1,973	£1,964	£1,962	£1,966	£1,963	£1,971	£1,966	£1,967	£1,967	£1,967	£1,962	£1,963	£1,967	£1,963
Total Costs	£101,726	£109,383	£109,615	£109,606	£103,872	£103,773	£103,670	£98,174	£98,046	£97,902	£107,392	£107,571	£107,581	£101,737	£101,707	£101,719	£96,186	£95,817	£95,688	£105,879	£105,328	£105,418	£99,647	£99,481	£99,547	£93,970	£93,583	£94,121
Cash Releasing Benefit Total	-£6,008	-£5,241	-£6,032	-£6,813	-£5,226	-£5,998	-£6,835	-£5,262	-£6,023	-£6,803	-£5,263	-£5,979	-£6,807	-£5,201	-£6,013	-£6,798	-£5,245	-£6,019	-£6,784	-£5,233	-£5,999	-£6,826	-£5,252	-£6,004	-£6,798	-£5,176	-£5,991	-£6,810
Cost Net Cash Savings	£95,718	£104,141	£103,583	£102,793	£98,645	£97,775	£96,834	£92,912	£92,023	£91,098	£102,130	£101,592	£100,774	£96,536	£95,694	£94,921	£90,941	£89,798	£88,904	£100,646	£99,330	£98,593	£94,395	£93,477	£92,749	£88,794	£87,592	£87,311
Total	£95,718	£104,141	£103,583	£102,793	£98,645	£97,775	£96,834	£92,912	£92,023	£91,098	£102,130	£101,592	£100,774	£96,536	£95,694	£94,921	£90,941	£89,798	£88,904	£100,646	£99,330	£98,593	£94,395	£93,477	£92,749	£88,794	£87,592	£87,311
Rank	25	86	77	72	45	35	29	13	9	7	69	65	56	28	24	20	6	5	4	55	49	44	19	15	12	3	2	1

NPV Sensitivity

Option 7: (£'000s)	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112
Backlog Maintenance	£23,308	£26,330	£26,267	£26,347	£26,419	£26,267	£26,505	£26,271	£26,491	£26,280	£23,218	£23,222	£23,423	£23,360	£23,360	£23,192	£23,233	£23,275	£23,311	£20,173	£20,340	£20,095	£20,151	£20,257	£20,100	£20,366	£20,165	£20,343
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost Total	£84,465	£90,052	£89,955	£90,108	£84,501	£84,516	£84,387	£78,699	£78,887	£78,697	£90,207	£90,259	£90,039	£84,490	£84,434	£84,452	£78,723	£79,013										

Option 8: (£'000s)	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140
Backlog Maintenance	£21,765	£24,504	£24,800	£24,497	£24,594	£24,538	£24,509	£24,399	£24,476	£24,594	£21,786	£21,733	£21,681	£21,754	£21,833	£21,735	£21,878	£21,827	£21,738	£19,080	£19,233	£18,802	£18,938	£18,745	£18,923	£18,918	£18,998	£19,017
Asbestos Removal & Demolition	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Revenue/Current Cost Total	£82,806	£88,321	£88,694	£88,313	£82,921	£82,707	£82,864	£77,464	£77,140	£77,307	£88,598	£88,526	£88,224	£82,873	£82,933	£82,898	£76,945	£77,293	£77,277	£88,340	£88,425	£88,114	£82,671	£82,814	£82,938	£77,148	£77,461	£77,465
Retained Risks Total	£1,854	£1,853	£1,852	£1,857	£1,855	£1,850	£1,854	£1,858	£1,850	£1,859	£1,855	£1,853	£1,851	£1,856	£1,860	£1,855	£1,854	£1,852	£1,850	£1,852	£1,858	£1,857	£1,847	£1,858	£1,853	£1,854	£1,860	£1,853
Total Costs	£106,425	£114,677	£115,347	£114,666	£109,371	£109,095	£109,226	£103,721	£103,466	£103,760	£112,239	£112,111	£111,756	£106,482	£106,626	£106,487	£100,677	£100,972	£100,865	£109,272	£109,516	£108,773	£103,456	£103,416	£103,714	£97,920	£98,320	£98,335
Cash Releasing Benefit Total	-£6,008	-£5,194	-£6,016	-£6,798	-£5,221	-£6,010	-£6,812	-£5,242	-£6,002	-£6,767	-£5,195	-£5,990	-£6,750	-£5,204	-£6,020	-£6,787	-£5,230	-£5,991	-£6,775	-£5,235	-£6,010	-£6,768	-£5,266	-£6,003	-£6,809	-£5,238	-£6,029	-£6,789
Cost Net Cash Savings	£100,417	£109,484	£109,331	£107,868	£104,150	£103,085	£102,414	£98,479	£97,463	£96,993	£107,044	£106,121	£105,005	£101,279	£100,607	£99,700	£95,447	£94,982	£94,090	£104,036	£103,507	£102,005	£98,191	£97,414	£96,905	£92,682	£92,291	£91,546
Total	£100,417	£109,484	£109,331	£107,868	£104,150	£103,085	£102,414	£98,479	£97,463	£96,993	£107,044	£106,121	£105,005	£101,279	£100,607	£99,700	£95,447	£94,982	£94,090	£104,036	£103,507	£102,005	£98,191	£97,414	£96,905	£92,682	£92,291	£91,546
Rank	53	115	113	110	87	73	71	42	34	31	103	98	94	60	54	52	23	21	17	83	76	68	38	33	30	11	10	8



Appendix E

Project Mandate

PROJECT MANDATE

A new all through (3-18) Welsh-medium school in reconfigured and reconstructed buildings on the YG Ystalyfera site to serve the North of the County Borough (Phase 1)

Aims of the Project Mandate

- Inform designers and contractors of the aspirations of the Council for the new School and phasing of build;
- Give guidance and direction on design, quality and desired features of the new school's facilities;
- Inform all interested parties of key design issues for the new, remodelled and reconfigured buildings;
- Provide a direction of travel in terms of setting out a master plan for a whole site solution over two distinct investment phases.

Considerations

Within the financial resources identified as part of Welsh Government's 21st Century Schools Band A Programme, it is the Council's ambition to maximise opportunities to create schools that are fit for 21st century teaching and learning. In doing so, it is paramount that these buildings:

- Feature high quality design;
- Are highly functional and sustainable in all senses;
- Are fit for a modern curriculum by being adaptable to future needs;
- Promote a culture of lifelong learning within communities;
- Serve as a source of pride for present and future generations.

Project Scope

To establish a cohesive, fit for purpose sustainable all through 3-18 Welsh-medium school based on the Ysgol Gyfun Ystalyfera campus to replace the existing 11-18 provision at Ysgol Gyfun Ystalyfera and the 3-11 provision at Ysgol Gynradd Gymraeg Y Wern.

The proposal is strategically linked to the opening of a Welsh-medium secondary school in the south of the County Borough, resulting in fewer numbers of secondary age children attending the 3-18 school at Ystalyfera over a period of time.

The project will involve elements of new build together with some reconstruction and remodelling of existing accommodation.

Given the availability of finite capital resources within Band A of Welsh Government's 21st Century Schools' Programme and general site constraints at YG Ystalyfera, it is intended that the project will be delivered in two distinct phases to minimise disruption and maintain business continuity during construction and demolition works.

The first phase will see the provision of a new build teaching block and remodelling of other general teaching areas to replace some of the poorest condition secondary school buildings on site alongside supplementary reconstruction and remodelling works to establish the new primary school element of the proposal.

It is planned to stagger occupation of the new, 3-18, 'all through' school between September 2016 and September 2018 as each element of the first phase of investment is completed.

The second phase of works will form part of a future funding submission to the Welsh Government's 21st Century Schools' Programme and will focus on dealing with the remaining secondary school building issues not tackled within the first phase of investment.

YG Ystalyfera and YGG Y Wern will consequently close on completion and occupation of the first phase of identified works to be replaced by the new all through 3-18 school.

The new school all through 3-18 school will cater for the following pupil numbers:

- 200 (Primary aged pupils 3-11 including a 20 place Nursery)
- 680 (Secondary aged pupils 11-16)
- 170 (Vlth Form)

It is important to point out that the funding for Band A of the Council's 21st Century Schools Programme is limited and this proposal will initially focus on improving teaching and learning facilities for young people by removing the poorest condition secondary school buildings and relocating primary provision from YGG Y Wern into remodelled, reconfigured and new build on the YG Ystalyfera site.

It will be critical during the planning and delivery of the first phase of investment to ensure business continuity at YG Ystalyfera and that the new 3-18 school continues to provide a suitable complement of accommodation (based on Building Bulletins 98 and 99) within new, reconfigured, remodelled and existing buildings until such a time the second phase of investment is secured and works completed.

Similarly and to ensure a cohesive and purposeful site layout, it will be key during the planning of the first phase to consider facilities and accommodation that should form part of the second phase of the site's development and subsequent funding submission to Welsh Government.

The designer will therefore need to carefully consider the longer term aspiration and develop a Master-plan for a whole site solution.

To conclude the modernisation of the whole site, it can be expected that the second phase of investment will have a stronger focus on integrating and extending Community and Early Years provision alongside the replacement and reconfiguration of the remaining ageing secondary school buildings.

On completion of both investment phases, the new all through 3 -18 school will provide excellent 21st Century educational opportunities from a single campus in Ystalyfera serving the welsh speaking communities in the North of the County Borough.

This aspirations articulated within this project mandate presumes a whole school, single site, 21st Century solution delivered over two distinct phases and will therefore be applicable to the specific scope of works identified for each phase of investment.

Works undertaken must comply with all legislative requirements including The (Education) School Premises Regulations 1999, all current British Standards and the Building Regulations.

The following are seen as key areas of reference;

- Building Bulletin 93 - Acoustic Design of Schools;
- Building Bulletin 98 - Briefing Framework for Secondary School Projects;
- Building Bulletin 99 - Briefing Framework for Primary School Projects;
- Building Bulletin 100 - Design for Fire Safety in Schools;
- 21st Century School Standard;
- BREEAM;
- Secured by Design.

A list of these and other reference documents can be found in Appendix 1 which should not be treated as exhaustive.

Additionally and as appropriate there will be a need for the designer to be mindful of good practice within the educational sector, Welsh Government 21st Century Schools case studies and other guidance documents relating to school design.

In line with Welsh Government's expectations and condition of grant, the new school must obtain a BREEAM Excellent rating, achieve Secured by Design certification and have a wet sprinkler system installed to protect from fire.

Given the phased approach to achieving a whole site solution, it may be necessary to discuss the practicalities and feasibility of these grant conditions further with WG and the Council's insurance providers as design progresses.

General Expectations

- Technology decentralised and dispersed through all learning spaces rather than being only concentrated in dedicated labs, workshops or suites;
- Learning and the curriculum to be integrated with the community environment which in turn becomes the learning environment;

- A contemporary 21st century all through 3-18 school needs to be a place of inspiration for teaching and learning;
- It should have an open, welcoming and safe environment, promote a sense of 'belonging', encourage a positive ethos and be clearly identifiable as part of the wider community;
- It should be fully flexible in the size, type and configuration of educational spaces being safe, transparent, social, democratic and inclusive, without barriers or dark places;
- There should be access to a range of high quality recreational and cultural facilities with a sufficiency of display areas and appropriate space for social interaction both internally and externally.

An Inspirational Environment

- Schools should be landmark buildings within the hub of the community which they serve;
- They should be life-long learning centres that by design raise the motivation, aspiration and attainment of the learners who use them;
- They should have spaces that inspire and motivate both learners and teachers drawing on colour, natural light and access to the latest technology;
- It is important that both working and social spaces are designed to promote a positive affect on behaviour and attitude;
- The design and quality of social areas, toilets, circulation areas, entrances and dining halls shall contribute to an ethos of community, belonging and well being.

Learning & Teaching Spaces

- As new patterns of learning and teaching are being developed, learning spaces are required that are adaptable to accommodate whole classes, collaborative group work, paired learning and individual study;
- Spaces should be designed which allow this flexibility in the delivery of the curriculum and not be limited by fixed fittings or by the shape or size of learning spaces;
- Access to and availability of high quality Information and Communication Technology (ICT) is essential for both learners and teachers;
- Technological developments are progressing rapidly and the infrastructure must be capable of being easily adapted and extended;
- Design and layout should allow for ease of collaborative working with staff bases, central resource areas, suites of learning spaces and break out/shared areas being designed to maximise such opportunities;
- Buildings and grounds should be designed as a whole entity with strong and appropriate linkages internally and externally between all age groups and curricular activity;

- External areas have a significant effect on the ethos of a school and should be seen as a rich resource for learning, recreation and social activities;
- Design must maximise this potential and meet the needs of school and community users.

Access & Inclusion

- NPTCBC seeks to provide children and young people with the highest quality learning and teaching environment in their local community and to enable teachers and support staff to provide the best educational experiences for all children and young people;
- The new school should offer a welcoming environment achieved through creative use of space, light, ventilation, colour, layout and signage;
- With careful consideration these aspects when incorporated into the new building and external space design should enable all pupils to access the school;
- All pupils should have access to the entire curriculum;
- Physical access and circulation for disabled pupils, young people and staff within teaching areas should be a key design feature including the suitability and appropriateness of workstations the layout of the school and its subject areas, facilities, playground, social and dining areas, and the approach routes to school including the entrances and exits;
- The design and layout of the new building will promote full participation in everyday life at school as an enjoyable experience so that all pupils feel confident, included and able to achieve to their maximum potential.

Community Use

- Placing schools at the heart of our communities is aimed at increasing attainment, motivation and aspirations of all users;
- Parents will be encouraged to become more involved in the school in their children's education and in their own skills and learning;
- Extended services can impact positively on local communities, providing access to a wide variety of opportunities and learning ICT, sports and performing arts;
- The new school will be committed to working in partnership with a range of services to ensure that Young People, Adults and Community Groups are supported in achieving their aims and potential;
- It is important that the buildings are designed to deliver excellent educational opportunities for pupils yet flexible enough to satisfy "out of hours" requirements;
- Community access to school facilities is now a widespread practice, providing learning and leisure opportunities for everyone in the community sometimes during and beyond normal school hours;

- It must be expected that Community users will have access to sports facilities and other areas in the building for academic and vocational purposes as well as performance spaces, meeting rooms, conference and recreation facilities;
- The phased approach to a whole site solution needs to be mindful of maximising opportunities for complementary Community use and if possible provide a secure welcoming but easily accessed and managed entrance.

Specifically

CABE (Commission for Architecture and the Built Environment) has set out ten features of a well designed school:

1. **A high-quality design** that inspires users to learn.
2. **A sustainable approach** to design, construction and environmental servicing.
3. **Good use of the site**, balancing the needs of pedestrians, cyclists and cars and enhancing the school's presence in the community.
4. **Buildings and grounds that are welcoming** to both the school and the community while providing adequate security.
5. **Good organisation of spaces** in plan and section, easily legible and fully accessible.
6. **Internal spaces** that are well proportioned fit for purpose and meet the needs of the curriculum.
7. **Flexible design** to allow for short-term changes of layout and use, and for longer term expansion or contraction.
8. **Good environmental conditions** throughout including optimum levels of natural light and ventilation for different activities.
9. **Well-designed external spaces** offering a variety of different settings for leisure, learning and sport.
10. **A simple palette of attractive materials**, detailed carefully to be durable and easily maintained and to age gracefully.

Teaching Spaces

Initially to follow recommendations of Building Bulletins 98 and 99 as far as spread, quantity and size of accommodation but also building on good practice, exemplar projects and Welsh Government's developing 21st Century Schools Standard [21st Century Schools | 21CS Standard](#).

A 21st Century all through 3-18 school will utilise a range of learning environments all likely to require differing organisation of teaching, homework and social spaces.

Consequently, learning settings will need to maximise flexibility in the way they can be configured over time although currently shall still be predicated on much of the learning being located within classroom bases.

To maximise available space for learning, the design and management of the new school shall recognise that individual ownership of space can not necessarily be catered for and will need to promote an all inclusive ethos that fosters the cross phase sharing of resources, practices, policies and accommodation.

Within the overall structure and two phased approach to providing a whole site solution, it is envisaged that the designer shall analyse and appropriately cluster the various learning spaces in such a way as to allow the creation of sufficient space for the provision of a fully flexible teaching environment within the general space requirements set out in BB98 and BB99.

A complete range of flexible and adaptable internal and external environments including class based learning, group space, break-out/quiet areas, individual pods/social spaces, pupil exhibition space, and the ability to combine several classes for communal work/presentation will need to be available.

As part of this provision (and certainly within the 11-18 phase) the overall number of class based learning spaces can be expected to be lower than the number of classes/teachers within each of the combined subject, departments or curriculum areas allowing individual flexible spaces to be factored into delivering all parts of the timetabled and non-timetabled curriculum.

Where class-based learning areas are provided they shall be transparent not just in their style of teaching but in their construction and layout i.e. the occupants being fully visible to all (mall frontage style).

There is benefit provided by a layout where the learning spaces, circulation, social and break-out areas are clearly visible and transparent in terms of the implementation of a passive security regime resulting in an increased level of informal supervision which is required for a modern school community.

Similarly, such design would provide flexibility and transparency enabling spaces to be open to a number of user groups during the course of a normal school day, as well of out of hours activities.

The proportion and size of rooms should reflect not just the requirement for maximum desktop daylight but also allow users to reconfigure desks and furniture to the most appropriate learning situation for the subject being discussed e.g. pairs, small groups, circles etc.

Practical Teaching Spaces

Within the specialist disciplines of Art, Science and Technology, there should be a mix of activity rich teaching and learning spaces including the possible introduction, use and sharing of skills from local businesses and commerce.

The transparency of teaching style and fully visible environment of the more general combined subject areas are regarded as an essential element of design.

In addition to the range of formal and informal educational areas articulated in the key Building Bulletins, there shall also be sufficient flexible learning space to allow the regular combining of several classes for demonstrations, lectures performances, cross-phase working and presentations e.g. commercial kitchen, science experimentation tables etc.

As part of the provision of enhanced combined subject areas, the number of specific fully kitted out and dedicated practical laboratories/workrooms etc. may be reduced and used only when required for individual pupil experimental and practical work.

Dedicated storage shall largely be provided centrally within the combined subject areas, departments or faculties together with accommodation for several technicians (sciences/ technology and Information technology).

Sufficient workroom/laboratory storage shall be provided to allow individual or group practical work to take place.

The non-practical elements of any specialist curriculum areas shall largely be delivered within individual flexible general classrooms.

Open flexible spaces, in addition to their role as informal learning and social break-out spaces, are also envisaged as providing the necessary space for project and development work and the execution of any practical but non-classroom based elements of the curriculum.

It is envisaged that only a small area of dedicated storage will be required in each classroom base primarily through bespoke storage solutions e.g. cupboards, wall units, moveable storage partition walls etc.

To facilitate the desired flexibility within the teaching and learning layout it is envisaged that the instruction shall be based around and from an appropriately sized teaching portable lectern or podium (sufficient for wireless enabled laptop) - i.e. not necessarily a traditional teacher's desk.

The choice of furniture will endorse the need to reconfigure learning spaces as and when required and it may be used to spatially divide, promote and reinforce a flexible learning environment whilst still supporting the need to provide a relaxed social element for users (whether in pods or open "chill out" areas).

Where appropriate, a specific, suitably sized, flexible teaching space shall be provided for vocational 14-19 education such as construction, mechanics, engineering, hairdressing, early years' education and childcare.

Non Teaching Spaces

Storage

The design shall locate within the combined subject areas, faculty or departments areas easily accessed and suitably sized resource storage pods/rooms that are appropriately and conveniently positioned and distributed throughout the school.

Specialist equipment, curriculum material, and textbooks shall be appropriately stored and easily accessed and transported from these resource areas into the areas in which they are required.

There may be a need for some of the more sophisticated equipment to be managed via a data-tagging and a location software/hardware package for use throughout the school.

Staff Areas

A traditional dedicated single staffroom will not necessarily be required. The facilities normally associated with such a provision i.e. preparation areas, toilets, tea/ coffee, time out space - could be provided elsewhere within an inclusive overall school setting.

Provision shall be made for all staff to collect mail, read and display notices on a daily basis, preferably located adjacent to the main school office/admin area.

Within the structure of the combined subject areas, faculty or departments, an appropriate number of dedicated staff bases sufficient in size and location will be provided.

They shall, essentially be at the heart of the combined subject areas faculty or departments, transparent, accessible and like the class based learning areas, the occupants shall be fully visible to each other.

The design as part of this staff provision will recognise the separate functions of the teachers and provide sufficient area for personal space, storage, research, mentoring, independent, cross-phase and team working, including the ongoing need for informal and formal meetings.

Social Areas

The design will consider, as part of the overall flexible provision of learning spaces locating a “chill/timeout and mentoring” multi-use social area close to the staff setting.

Additionally, it may be deemed appropriate that some of the resource and storage provision be sited close to and adjacent to the staff preparation bases.

Within the overall floor plate of an all through 3-18 21st Century School, there is a need to provide an environment and facilities that reflect not just the wider community and external world, but an appreciation that the users are also valued learners and consumers.

The overall school design shall encourage students to become responsible learners and the provision of sufficient private and collective social spaces are considered vital in supporting this aim.

Social space, as part of the whole site solution in due course will be provided through enhanced well landscaped sheltered external courtyards and internally as casual areas of easily reconfigurable intimate seating and within the main circulation areas (including community use).

These spaces will provide significant additional educational opportunity and experience and can be utilised for the presentation of elements of the curriculum, be used as small study areas for group tuition, meetings, and student display.

Dining Areas

The causal link between behaviour and eating together encourages acceptable individual and group action thus consequently contributing to the responsible learner ethos.

The provision of suitably sized accessible school dining facilities are essential albeit that expectation will need to be mindful of the phased approach to developing a whole site solution over time and the need to ensure sufficient space and capacity exists to provide a large number of pupils over a wide age range with a healthy, nutritious and appetising meals in any intervening period.

Expectation historically has been that the facility should be sized relative to overall pupil numbers but in terms of maximising usage other strategies, including longer staggered breaks and lunchtimes might be considered to reduce the overall size of the facility especially when looking at managing the wide age range of pupils across an all through 3-18 school.

The design should recognise that meals and snacks can be required relatively instantly and may consider that an open counter and/or food court style self service provision may be particularly appropriate and effective in providing for the needs of secondary aged pupils.

It is essential that the facility is available from early in the morning (breakfast clubs), through the normal school day and into the evening (community use and after school clubs).

As part of a whole site solution, dining facilities should be central, accessible to all, have seamless access to an external secluded all weather seated food court, be desirable, light, airy, colourful, contemporary, have a full mix of attractive high quality seating types, and the potential to be fully dividable with an aesthetically pleasing range of low level partitions (wood veneer/intense colour) to enable further group learning and break-out to occur.

The scope of this first phase of this development is likely to be limited to providing such facilities for pupils aged 3-11, accommodated within a dedicated multi-purpose primary school hall.

Learning Resource/Library

The Learning Resource/Library Area shall be regarded as the heart of the school essentially linking both physically and visually to the various combined subject areas, faculties and departments.

Accommodation should be available to the whole school community providing an open access area primarily for non-timetabled learning that is quiet, transparent, innovative and resource rich.

This area should provide a focus for individual and group studies including break-out and research facilities whether paper based or as part of a full IT enriched computer infrastructure that can be used for informal presentations and meetings.

The same should be available to the community as part of an extended school day.

Meeting Spaces

A mix of separate and differently sized interview/meeting/ presentation spaces shall be provided within a single management/reception suite.

They shall be located in a central position both close to the combined subject areas, faculties or departments accessible as an integral part of the overall school and/or community provision.

The desired transparency of teaching operating styles and fully visible environments are regarded as an essential and consistent element of the design of the management/meeting room suite and public areas.

In providing necessary access to a broader all through 3-18 age range of learning, the design will assume that these spaces, in addition to their primary use, may be configured individually or combined but shall also be fully factored as an integral part of the education provision for the school and wider community.

Additionally, within the context of giving individuals and groups access to a more dynamic learning experience, consideration should be given to the inclusion of a media suite as part of the range of available teaching facilities.

Pupil Lockers & Storage

With the provision of personal social space and dedicated furniture for the whole age range of pupils, there will be a need to provide ample locker/bag storage for each pupil from Years 6 -13.

This provision shall be sited within the general circulation areas of each of the combined subject areas, faculties or departments in such a way as to be easily accessible, fully visible and secure.

Circulation

Circulation space should be viewed as part of an inclusive strategy for regular and major movement of individuals at the start and end of a school day and of course at class change and break times.

Corridors and circulation spaces dedicated only to routing pedestrians can end up as expensive and largely redundant spaces unless well designed and utilised as an integral part of the whole school layout.

The provision of a school where pupil movement is reduced partially as a result of the creation of distinct core subject wings and the adoption of thematic learning modules will provide opportunities to utilise released corridor space for small group learning and social provision.

The circulation layout should both appropriately address and enable the creation of the additional informal learning and social spaces whilst minimising the overall area required to access the more formal and traditional class provision.

Again, this should allow full transparency and visibility of the lifts, balconies, access stairways etc. assisting in providing the integral passive security and informal supervision required for safeguarding throughout the school.

In arranging the layout and overall fit of the separate departments, halls, and other core areas and levels the phased design of the new school shall eventually deliver a circulation layout which is appropriate for the projected complement of educational and community users.

Circulation needs to be ordered, inclusive, easily understood and accessible.

As mentioned earlier circulation needs to be fully transparent, visible and maximise natural light that adds to the creation of a variety of additional flexible learning, social and combined subject, faculty or departmental spaces.

Access stairs should be sited aesthetically and appropriately in relation to the main circulation node points taking due account of pupil numbers and age groups across the age ranges.

Physical Education and Recreation Facilities

YG Ystalyfera already benefits from a sports hall, fitness suite, gymnasium, swimming pool and playing fields. The scope of this first phase of investment does not extend to upgrading provision in these areas.

Primary school pupils relocated from YGG Y Wern will benefit from improved access to the existing PE and recreational facilities.

The implementation of a robust management proposal will provide for increased community and dual use outside of the normal school day.

Future WG investment submissions will however aspire to provide improved modern facilities for delivery of the formal curriculum and for complementary community use.

Toilets and Changing Spaces

There are a number of common issues surrounding the provision of school toilets e.g. bullying, vandalism, cleanliness, inappropriate size, location and poor maintenance.

Within the scope of this first phase of investment, there will be a focus on designing small integral units that are distributed conveniently throughout the school.

All toilets should be aligned to the Education (School Premises) Regulations 1999 and Welsh Governments Guidance document No: 053/2011 School toilets: Good practice guidance for schools in Wales
<http://wales.gov.uk/docs/dcells/publications/120124schooltoiletsen.pdf>

Units within the new build, remodelled or reconfigured accommodation intended primarily for Secondary aged pupils may be unisex and positioned closely or adjacent to the most appropriate occupied learning space, work area or staff setting and provide as appropriate the transparency and clear visibility to allow the implicit passive security and informal supervision.

Individual units shall be suitably aligned and positioned off a fully visible communal access or circulation space and shall allow total privacy within each of the units (full height floor to ceiling doors).

Design should match the aesthetics and quality expected and typically found within modern large shopping malls and hotels.

Each unit shall provide full aural privacy, negative air extraction, high quality long life aesthetically pleasing colourful surface finishes, concealed cistern and service pipe work.

The areas will be well lit (proximity sensor operated) and fitted with an appropriate high quality WC with automatic flush.

Hand-wash facilities will be provided either within the cubicle units themselves (small washbasin complete with automatic mechanisms for hand wash, dryer and soap delivery) or via a centralised lobby type communal facility.

In relation to sustainability, the WC cisterns shall be fitted as low flush type using grey water recovered from inclusion of a rainwater harvesting system.

In terms of toileting facilities intended for use for primary aged pupils a more traditional arrangement will be provided taking fully into account the age and gender of pupils. Other design guidance will be as outlined above.

Many of the issues associated with the provision of toilets are similar to those of changing areas.

Although probably not included within the scope of the first phase, a similar inclusive approach to the design and layout of sufficient non-dedicated separate changing facilities with the proviso that the necessary separate security and privacy can be maintained during periods of full time education will be required in due course as part of the whole site solution.

At that time, changing facilities shall include the provision of sufficient space for appropriately sized, aesthetic, high quality, built-in lockers located within the common access area and separate changing cubicles of which a significant proportion shall include full shower facilities.

The designer shall recognise that each cubicle shall provide full privacy, high quality, long life, aesthetically pleasing, colourful surface finishes (resin core cubicle door/walls), concealed service pipe work to the shower head/controls, be well lit, (proximity sensor operated), and additionally be fitted with a small seat.

It is anticipated that the cubicles shall be positioned off a fully visible communal access/circulation space, complete with large mirrors, and allow total privacy within each of the cubicles.

Sense of Arrival

Any new or reconfigured buildings (including external areas) forming part of the first phase of investment should sit at ease in its surroundings with its main entrance clearly visible and its orientation aligned with either existing or any proposed pedestrian routes identified as part of the site analysis, travel plan and traffic impact survey.

The approach to the main entrance shall be defined purely as a pedestrian approach and landscaped as such in terms of soft planting, hard surfaces, opportunity seating (walls, banking, sculptures etc). It shall reflect a human scale, be intimate, of quality, and encourage users, visitors, and the community to approach and enter.

Disabled car parking shall be provided in relation to the statutory requirements and if possible located unobtrusively (behind landscaped bank, planting, etc), but within mandatory travel distance.

Cycle provision should be considered holistically as part of planning the most appropriate access points and routes within the school site overall.

Sufficient aesthetically pleasing, secure and well designed covered cycle storage will be provided unobtrusively near to the main entrance (behind landscaped bank, planting, etc).

Ideally when looking toward the whole site solution, car parking should neither be visible from the frontage of the school or the main internal/external pupil and teacher social areas.

Consideration should be given to concealing the parking areas behind landscaped banking, planting and possibly isolated at the edge of the site.

The design shall provide a solution that provides for an integrated choice of visually stimulating and appropriate materials for the car park surface (other than black tarmac).

Overall car parking space numbers shall be suitable and sufficient in number to accommodate staff, visitor and service vehicles and as advised by the Council's Planning Department.

Bus drop off and pick up points, although integral to the operation of the school, should be located on the periphery of the site (possibly even outside the main fenced boundary of the school) but will, ultimately, be in line with guidance provided by the Council's Road Safety, Transportation and Highways Departments.

Consideration should be given as to how this significant hard landscaped element should be integrated into the overall visual setting of the school e.g. perhaps behind landscaped banking, planting, screening etc.

This should also include the careful specification of visually appropriate quality surfacing materials to prevent surface degradation from diesel and oil as well weight and mass of vehicles.

This area should be positioned and designed in such a manner as to negate the need to cross any access roads between the school and buses.

It is recognised that this aspect of site design/layout may not be possible during the first phase of investment and may need to be revisited at a later point in time.

The operation of the main entrance of the school must be secure with an open plan reception that is welcoming, aesthetically pleasing and of a quality fit and finish.

The main entrance should be considered as the sole public entrance for the school encompassing all users, pupils, teachers, ancillary staff, and visitors thus reinforcing equality and ownership.

The single reception facility should be of sufficient size (quite generous) to service all the requirements of a school and community facility throughout a normal school day.

This would include receiving pupils, visitors, early/late arrivals, enquiries, relief, occasional and vocational staff, community users, and parents.

External Spaces

Apart from recognising the need to align the school appropriately within the selected site, consideration and likely impact of the existing site's topography, habitat, specific environmental conditions and exposure to any existing external influences (traffic noise etc.) needs to be fully considered and mitigated as necessary as part of the building's orientation and design.

Within the finite resources available for the first phase of investment, the provision of quality landscaped and sustainable external spaces needs to be considered and where provided fully integrate to an inclusive educational and recreational function.

External spaces particularly in the Primary phase should provide an opportunity for a seamless transition between indoor and outdoor learning with all Foundation Phase classrooms having direct access to the outdoors.

Providing shelter, shade, play, enhanced group and individual study (drama/dance/sculpture courts etc) and a varied selection of seating for socialising (tiered amphitheatre, external, informal dining provision) etc. will obviously form part of the longer term single site solution but where practical, will need to be incorporated into specific areas within the initial programme of investment.

Such spaces shall be imaginative, fully visible, of human scale with a floor surface that minimises the use of tarmac but includes a wide selection of appropriate soft landscaping, structures, and varied small scale paving.

Within the curriculum it is also envisaged that an external workshop (allotment garden) might be located within the school grounds in relation to the need to give access to joint structured learning projects in both the community and the school in relation to horticulture, food production and its preparation.

The inclusion of natural features such as use of running water (externally and internally); including the introduction of trees within the larger internal circulation and learning spaces should not be discounted in providing a suitable educational experience or environment.

Primarily references should be made to Building Bulletin 71 - The Outdoor Classroom; Educational use, Landscape design & Management of School Grounds as well as the Learning Through Landscapes references within the Welsh Government's 21st Century Schools' guidance <http://www.ltl.org.uk/>

Environmental Impact and Sustainability

The design of the new, reconfigured and remodelled buildings as well as the longer term single site solution will need to consider sustainability and environmental impact.

School buildings in particular should respond actively to create positive models for pupils and the community in helping to increase levels of awareness and understanding of the need for sustainability.

The design should therefore promote and embrace environmentally sustainable development through innovative approaches to resource use both in terms of construction and future operation – e.g. materials, energy, water and waste disposal

in order to deliver a sustainable, resource-efficient school with low environmental impact.

In line with Welsh Government expectations and conditions of grant, any new or significantly remodelled/refurbished buildings will be expected to achieve BREEAM Excellent.

As appropriate and whenever possible during the first phase of investment, the design should take account of the following:

- building design that adopts 'green' materials from sustainable sources that are non-hazardous in their erection, maintenance and long term use and which maximise opportunities for eventual recycling;
- selection of materials from the BRE Green Guide to Specification that provide for 'A' ratings wherever possible;
- the use of innovative technology including low water consumption fittings and rainwater recycling for irrigation and WC flushing;
- the incorporation of methods of recycling and waste minimisation;
- the encouraging of biodiversity in school grounds through the use of non-grass soft landscaping;

The consideration of the following opportunities, in relation to a philosophy of optimal energy efficiency and whole life costs, should be clearly evident in the overall design;

- orientation - taking advantage of southern and western aspects to provide useful solar gain and reduce the need for artificial lighting;
- façade design - to exclude overheating while permitting the benefit outlined above;
- fenestration design - to maximise beneficial natural day lighting and ventilation while minimising unwanted solar heat gain and glare;
- building layout - grouping of buildings to create sheltered and pleasant external spaces and reduce heat loss;
- ventilation - plan buildings such that natural through-ventilation can take place thus reducing the need for mechanical ventilation;
- building form - minimise area of external wall in order to reduce heat losses (as modified by building layout and ventilation above);
- insulation - high levels of insulation to reduce heat losses and reduce required heating installation to a minimal back up provision only;
- choice of energy efficient equipment fixtures and fittings i.e. space and water heaters and light fittings;
- inclusion of measures to control energy consuming systems in response to demand, e.g. lighting control systems, CO₂ based ventilation occupancy controls, heating zone controls;

- the use of low and zero carbon technologies (where the investment is warranted) including but not limited to the use of solar thermal and photovoltaic energy, biomass fuels and heat pumps and the use of low emission plant and equipment;
- draught lobbies - inclusion of buffer zones at all entrances, limitation of infiltration through quality of delivery and workmanship during construction implement air leakage testing to prove performance and implement remedial works to achieve agreed standards.

Information and Communications Technology (ICT)

As part of the introduction of the desired flexibility of learning, it is assumed that wireless access shall be available throughout the new, remodelled and reconfigured buildings and provided as an integral part of the educational experience and as such available in both informal and formal learning areas.

All areas of the site and buildings included with the scope of works included in the first phase of investment will require wireless access points to allow roaming access to the Education Network as well as providing wireless access points for students to use their own personal equipment to access the Internet.

Wall mounted computer network trunking should be avoided where possible and specific short lengths of accessible floor ducting may be considered as more appropriate in static high use technology rich areas.

Developments in ICT have brought new opportunities to improve the educational provision for pupils and provide the potential to radically change teaching and learning methods and the way staff and students use ICT provision within the school environment.

It is recognised that the line separating formal classroom style teaching, collaborative working in smaller groups and indeed social style networking are being blurred, and there is now a need to respond positively to this in a way which furthers the development of the skills needed for the 21st Century.

It is also acknowledged that schools should become the heart of a community and building use needs to be maximised community and extended school purposes.

A school that is truly integrated with its community has the potential to bring parents and families together into an environment which enables better potential for cross service collaboration with e.g. Community Services, Social Workers, Health Workers that in turn can better safeguard vulnerable children and families.

It's impossible to forecast where technology will be in ten years time and therefore there is a need for a flexible ICT core infrastructure that can be maintained and modified without the need for expensive infrastructure replacement programmes.

The design must be mindful of this and early collaboration with the Authority's Central IT Unit will be essential.

What is apparent from an ICT infrastructure perspective is that the convergence of Data and Voice onto a single network should allow for video streaming, video conferencing, intercom services, digital CCTV together with an integrated building control system.

Additional items running on the core network such as wireless enabled projectors, wireless enabled interactive whiteboards or LCD screens with support for multicast information delivery, purpose built video conferencing, digital signage, cash free catering tills and related equipment for smart cards should all be integrated within the phased overall design solution.

A mix of structured cabling to heavy ICT learning areas and fixed wireless access points shall be provided allowing pupils and teachers intranet/ internet access from any position in the school including open social and learning areas.

Each closed learning space should still have structured cabling installed or the capacity for installing or upgrading structured cabling at a future date with minimal infrastructure change.

Whilst wireless coverage will be available throughout the school and to a limited extent extended to some outside areas, a limited number of data points per room should be provided in any new build, remodelled or reconfigured areas where there is an expectation that video-editing and high quality media distribution is likely to occur e.g. to LCD screens or learning walls.

All learning areas within the scope of this first phase of development shall be capable of having access to interactive whiteboards with multimedia projectors or interactive LCD screens.

It is also envisaged that new technologies such as Microsoft Surface can provide a much richer interactive and collaborative style of learning and consideration should be given to the inclusion within the design.

Within the scope of this phase of work, assembly halls should be provided with a fixed projector screen(s) of a size which enables occupants in all areas to readily view what is being displayed.

These can be fixed screens or raised and lowered electronically as required and aesthetically treated to suit.

It follows that such spaces should also be provided with sufficient, suitable, fixed data projectors to match.

The core infrastructure should allow all pupils (primary and secondary) to have enhanced opportunities for learning activities outside the traditional classroom through Learning Gateways.

It is likely that the need for dedicated ICT rooms will decrease whilst there will be a need for greater independent or informal learning in collaborative and flexible open spaced learning breakout and social areas.

There is an increasing trend for wireless devices which are likely to remove the need for dedicated power points in each learning space to power fixed units with greater emphasis on the provision of storage and charging units for school-supplied portable devices.

Whilst no ICT system can be completely 'future-proofed', consideration needs to be given to the delivery of new innovations in the future particularly given the phased nature of this project.

Fibre backbones and the adoption of cabling to CAT 6 standard increases bandwidth capabilities allowing a fuller participation in the Virtual Learning Environment and enhances independent learning packages.

The design team shall understand the full implications of these requirements on all other elements of the building and services such as power, lighting, heating, furniture layout, security, maintenance, building materials and shall ensure that they are incorporated as appropriate in order that the design fully supports and complements the ICT requirements.

Furniture and Equipment

Furniture and equipment is recognised as being a key aspect of a school's interior and in view of this high quality furniture and equipment will be initially required in the new build, remodelled and reconfigured areas of the school.

In order to fulfil the aims of inclusion and wider community use a 21st Century Community School accommodating a wide range of users needs to incorporate something more functional, attractive and inspiring than standard school furniture.

All furniture shall be ergonomically designed and built for heavy use from a range of users.

The selection of all furniture and equipment both indoor and outdoor shall take account of the age, relative size and ability of the likely main users.

Furniture is key to the delivery of effective flexible spaces and plays a vital role in facilitating good teaching and learning.

It is therefore essential that consideration of how to best integrate it into the design of the building is made at an early stage in the design and development process.

Furniture and equipment shall be fully appropriate to the cross-phase teaching, learning, management and administration of the school as well as the demands of community and other extended use.

In order to promote inclusion and allow all pupils to study in comfort, care is needed in the selection of furniture and equipment.

Wherever possible, it shall provide flexibility for example by being adjustable in height, so that pupils of differing heights and statures and those with disabilities are properly accommodated.

All furniture and equipment provided in the new build or remodelled/reconfigured areas shall:

- be robust, sturdy, resistant to wear and tear, vandal and impact resistant, and have minimum maintenance requirements;
- be well-designed, aesthetically pleasing, and appropriate for intended use;
- be considerate of the users including the disabled or those with mobility difficulties;
- offer flexibility and choice, enabling different teaching layouts to be readily configured;

- be ergonomically designed so as to be fully appropriate to the physical needs of the users;
- be co-ordinated within a space through the use of matching styles materials and finish;
- support the teaching and learning process;
- comply with all statutory regulations;
- be sustainable i.e. manufactured from materials which minimise or limit resource use;
- where possible be multi-use and functional;
- where possible be innovative and imaginative and contribute to achieving inspirational learning environments;

The following are some issues to consider when selecting and locating furniture and equipment specifically to facilitate inclusion and wider community use;

- provision of adjustable furniture for those with additional support needs or disabilities;
- standardised colour schemes and systems to allow interchange between rooms;
- gas lifts for ease of adjustment;
- playground seating should have armrests and heel space underneath to assist someone with impairment to rise;
- appropriate spaces next to playground seating for wheelchair space;
- well sited litter bins to encourage use;

Selection of outdoor furniture and equipment is also important with many of the issues above requiring some attention;

Additional consideration needs to be given to such detail as exposure to extremes of weather, theft and vandalism, use in heavy and group play, season-specific items and movement over distances (for example moving posts to storage at the close of season).

Safety and Security

School buildings and grounds should be designed to ensure the safety and security of all school users.

Primarily this will be achieved by through the Association of Chief Police Officer's (ACPO) Secured by Design certification of new, remodelled and reconfigured buildings during the initial phase of investment

Safety and security begins with the positioning and aspect of the buildings, their entrances and access routes.

The following will need consideration at an early design stage and be mindful of the longer term master plan for the whole site.

- Avoidance of an overly complex external building envelope that creates areas which cannot be easily supervised;
- Ensuring clear lines of sight along all pathways and accesses;
- Locating entrances so they are visible from public areas;
- Avoiding pedestrian routes surrounded by high vegetation or outbuildings;
- Providing obvious, well lit and visible pathways;
- Ensuring car parks are open and visible;
- Entrances with secure lobbies, with controlled access to the main building;
- Locating cloak rooms and toilets in areas where they can easily be supervised;
- Fire and emergency escape routes and access for emergency vehicles;
- Placing waste materials and recycling facilities in secure compounds away from buildings;
- Providing well organised internal circulation routes with clear signage and good visibility for supervision.

Whilst visitors and Community use of the school will in general be encouraged it should not be possible for an unauthorised member of the public to enter the buildings.

Access into the school should be well controlled through a secure, clearly defined and inviting main entrance with an appropriate reception point through which all users can be welcomed and monitored.

Any separate pupil entrances and exits necessary should not be open during teaching periods and should be capable of being properly monitored and secured.

Some form of access control system such as swipe cards or remote unlocking may be required but in any event there should be a policy of access management in force at all times especially during out of hours use.

Movement around the school of non-school staff (for example, where only certain spaces are opened up for community use) should be managed through clear and simple spatial arrangements with additional appropriate signage.

Good sight lines should be created and maintained between internal and external areas in order to safely monitor visitor and pupil movement.

Around the building perimeter, security can be enhanced by:

- Careful positioning of drainpipes and canopies that may otherwise provide unwanted access to high level windows and roof lights;

- Avoiding building in recessed doors and alcoves that offer refuge;
- Using sloped rather than flat roofs to make access more difficult;
- Good lighting
- Use of remotely monitored CCTV security cameras;
- Avoiding thick planting areas close to the building that would provide cover from security cameras and users inside the building;
- Providing a building perimeter walkway clear of furniture and obstruction;
- Grounds perimeter fencing in line with the Secured by Design standard;

The use of security technology should be a considered option not an automatic inclusion and the individual school circumstances and potential risks should be weighed against the detrimental impact of high level security measures.

There will be a need to agree what physical security measures are incorporated within the overall design with the Council's Insurers.

Early dialogue between the school and the Architectural Liaison Officer from the local Police Force shall provide valuable information and advice when formulating a proposal for security as well as ensuring Secured by Design certification.

There is an expectation and express condition of Welsh Government grant that new and/or major remodelled or reconfigured schools will incorporate an automatic sprinkler system as part of its protection from fire.

Where used it should be discrete wherever possible with more visible methods restricted to selective and targeted areas.

School users should be made to feel safe but not overwhelmed or encumbered by high profile security.

Whilst security of both buildings and occupants is clearly paramount it should not be to the detriment of the overall appearance of buildings.

In particular a "fortress" appearance to the buildings should be avoided as this can adversely affect the occupants' perception and can discourage use by the wider community.

Any security provided should therefore be well designed, discreet and as attractive as possible.

It is acknowledged that perhaps not all of the above measures may be practical or feasible during the first phase of investment but there is a desire to ensure that safety and security measures at the school meet all legislative requirements as an absolute minimum.

Temperature and Ventilation

Temperature and ventilation are two factors inextricably linked which are essential to providing a comfortable and fresh environment for teachers and learners.

The following requirements will need to be incorporated throughout any new build, reconfigured or remodelled accommodation within the first phase of investment.

Good indoor air quality is a key design issue which also has a direct bearing on the well-being of all users of the school premises.

Whilst natural ventilation is always preferred it is user dependant, subject to local air quality conditions and has an impact on energy usage and acoustics.

Design should include for the provision of effective ventilation at all times to provide a wholesome environment and shall encourage the use of natural ventilation wherever practical.

Where necessary the incorporation of automatic controls, heat recovery methods and acoustic attenuation as necessary can be used in the overall design to address these points.

It is essential that proposals address the issue of keeping the building within acceptable temperature ranges.

All systems shall therefore be capable of dealing with localised conditions and responding swiftly to changes in demand.

The heating medium whilst consuming the minimum of prime energy must provide good comfort levels in all spaces through innovative design and simple to operate controls which harmonise with user needs.

This shall be provided based on the maximum number of occupants likely to occupy the space (Building Bulletin 101).

Solutions need to be quiet in operation, controllable and draught free.

The designer shall provide full modelling of all spaces to show how adequate ventilation and heating can be met at all times of the year including recognition of possible overheating through solar gain/radiation etc.

The designer shall show fully how the operable/controllable part of the ventilation strategy is to be achieved within the teaching and learning spaces including its ease of operation for the occupants.

Daylight Provision

The minimum average daylight factor within all new, remodelled or reconfigured teaching and learning spaces within the first phase of investment should be in line with Building Bulletin 90.

The designer shall provide full modelling of all teaching and learning spaces to show the above requirements can be met at all times including recognition and elimination of glare at areas of the teaching space adjacent to windows or glazed walls.

Acoustics

The design will fully consider the acoustic performance of new build, remodelled or reconfigured accommodation in context with its setting, overall layout and intended use in line with Building Regulations and Building Bulletin 93.

Attention should be paid to the acoustic performance generally but particularly within the combined specialist subject areas, faculties or departments which may have a variety of enclosed and open learning spaces, small work zones, group spaces, break out and social areas.

Problems related with these diverse and flexible use areas are likely to be associated with sound transmission between spaces but attention must also include reverberation times within new, remodelled and reconfigured teaching areas and speech intelligibility within the more open learning spaces.

There will be a need to undertake full acoustic modelling of all new build, reconfigured and/or remodelled teaching and learning spaces, including any open areas, main circulation routes, social spaces and multi-purpose halls, indicating how the full requirements of Building Bulletin 93 will be met.

Modelling will also be required to confirm the recognition and elimination of the problems associated both with the passage of sound between and through the learning spaces adjacent to windows and glazed elements as well as any ventilation elements of the external skin.

Signage

It can be expected that a single site 21st Century school will have some in built clarity to its internal and external layout.

However, signage where required should act as a complementary reinforcement of this order, clarity, and visual understanding providing users with full grasp of the building's layout.

Whether used externally or internally signage should be fully integrated into the overall design of any new, remodelled/reconfigured buildings and rationally link to the overall master plan for a whole site solution over time.

It needs to be clear, inclusive (i.e. have appropriate size lettering, good visual contrast and tactile), modern and have a recognised quality and longevity of specification and construction.

Shared core learning resources areas, halls, etc. shall be colour coded and fully integrated into the fabric of these spaces (glazed walls/doors etc). It is anticipated that some space identification will acid etched or designed and fused into the most appropriate part of the new building's glazing.

Pupils, staff, visitors and community users will need clear and unambiguous signage providing direction to the various shared and communal points within the buildings.

It is anticipated that dedicated LCD's, video/glass walls, pc's, etc. will provide opportunity to transmit details of school, community, national and world news throughout including a synopsis of the school's daily programme of activities.

These types of presentation will be designed and edited by the school and fully integrated into the appropriate areas of the curriculum.

Appendix 1 - Additional Design References

Legislative/Statutory

- Building Regulations
- Education (School Premises) Regulations 1999 : Date of Issue Feb2000
Ref: DFEE 0029/2000
- Construction Standards Circular 54/97
- Construction Standards Circular 03/02
- Disability Discrimination Act 1995 and 2005
- Special Educational Needs and Disabilities Act 2001

Building Bulletins

- BB71 The Outdoor Classroom : Educational use, Landscape design & management of school grounds
- BB80 Science Accommodation in Secondary Schools : A Design Guide (Revised 2004)
- BB81 Design and Technology Accommodation in Secondary Schools : A Design Guide (Revised 2004)
- BB84 Boarding Accommodation
- BB86 Music Accommodation in Secondary Schools
- BB87 Guidelines for Environmental Design in School (Revised 2003)
- BB88 Fume Cupboards in School
- BB90 Lighting Design for Schools
- BB91 Access for Disabled People to School Buildings
- BB92 Modern Foreign Languages Accommodation
- BB93 Acoustic Design of Schools
- BB95 Schools for the Future : Designs for Learning Communities
- BB98 Briefing Framework for Secondary School Projects
- BB99 Briefing Framework for Primary School Projects
- BB100 Design for fire safety in schools
- BB101 Ventilation of School Buildings
- BB102 Designing for Disabled Children and Children with Special Educational Needs

Other Design/Technical Guidance

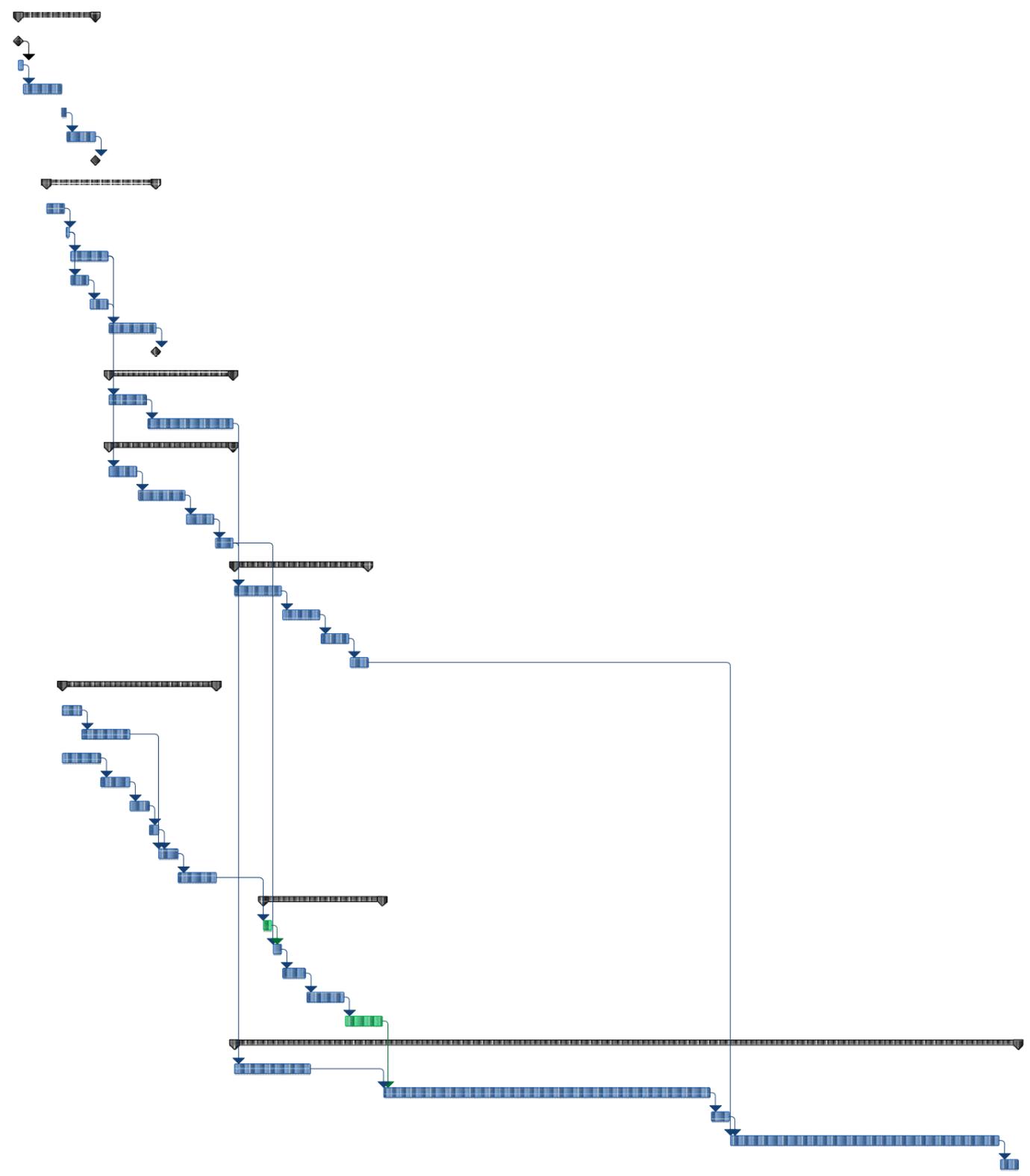
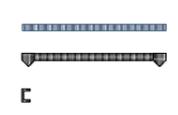
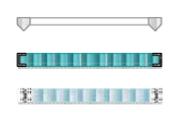
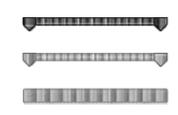
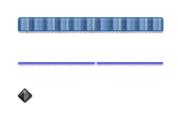
- Welsh Governments 21st Century Schools Programme
- Welsh Governments Guidance document No: 053/2011 School toilets: Good practice guidance for schools in Wales.
- CLAW – Wales Standard Mechanical/Electrical Specification
- CABE - Creating Excellent Primary & Secondary Schools
- BREEAM – Schools 2005
- Community Focus Schools – Circular 34/2003
- Secured By Design – Schools
- Good Loo Design
- Inspirational Design for PE and Sports Spaces
- Guide 4 Managing School Facilities, Improving School Security
- Guide 5 Managing School Facilities, Purchasing Energy
- Guide 7 Managing School Facilities, Furniture & Equipment in Schools A Purchasing Guide
- Schools Capital – Investment for all
- Classrooms of the Future
- Designing Schools for Extended Services

- Primary Ideas – Projects to Enhance Primary School Environments
- Schools for the Future : Exemplar Design Concepts and Ideas
- Schools for the Future : Design for Sustainable Schools Case Studies
- Schools for the Future : Designing School Grounds
- Schools for the Future : Inspirational Design for Kitchens and Dining Spaces
- DES Floor Finishes in School
 - 1 Partitions in Schools
 - 2 Standard Specifications, Layouts and Dimensions
 - 3 Toilets
 - 4 School Kitchen Technical Detail
- Multi Use Games Area Design (Sport England)



Appendix F

Outline Programme





Appendix G

Post Project Review

Post Project Review Form



Reference: _____

Project Title: _____

Summary of Project Objectives

- *List the objectives of the project here.*

Achievement of Planned Benefits

Benefits achieved:

- *What benefits, as planned, have been achieved as a result of the project taking place?*

Benefits not achieved:

- *What planned benefits have not been achieved as a result of the project taking place? What goals were not achieved?*

Incorrect assumptions and common factors affecting benefits realisation:

- *Give an explanation here of anything that impacted on the realisation, or otherwise, of benefits. Were there issues that arose during the project that were not anticipated and planned for and therefore affected the result? Were assumptions made during the planning stages that in reality proved to be incorrect?*

Time

Tasks exceeding time estimates:

- *What tasks took longer than originally planned for?*

Tasks taking less than estimated time:

- *What tasks were finished earlier than anticipated?*

Post Project Review Form



Reference: _____

Project Title: _____

Incorrect assumptions and common factors affecting time estimates:

- *What were the reasons behind inaccurate time estimates? Were there issues that arose during the project that were not anticipated and planned for – e.g. delays in receiving supplies, staff resource, etc. Were assumptions made during the planning stages that in reality proved to be incorrect – e.g. in estimating how long an activity was likely to take.*

Costs

Costs exceeding estimates:

- *What project costs exceeded the original estimates?*

Costs lower than estimates:

- *What project costs came in lower than anticipated?*

Incorrect assumptions and common factors affecting cost estimates:

- *Why were project costs different to originally estimated? Factors impacting on this could include things like changes in exchange rates if supplies coming from abroad, increases or decreases in fuel costs – with knock-on transportation and supply costs. You may have experienced economies of scale that were not apparent from the outset, etc.*

Quality

Outputs that met or exceeded user requirements:

- *Quality outputs are important as is meeting or, hopefully, exceeding user requirements – list here the areas where this has happened during the project.*

Outputs that were not fit for purpose:

- *List here those outputs that were not of appropriate quality or were unfit for purpose.*

Incorrect assumptions and common factors affecting quality:

- *What issues affected quality? What assumptions did you make that turned out to be incorrect during the lifespan of the project? Examples might include assumptions being made incorrectly on the compatibility of new software with systems already in place in the organisation.*

Post Project Review Form



Reference: _____

Project Title: _____

Lessons Learned

Give details of any unexpected outcomes of the project (positive or negative):

- *List the unexpected outcomes and include details on whether they've had a good or bad impact on the project and, perhaps, beyond the planned project results.*

Give details of any lessons learned as a result of the project:

- *What have you learned as a result of embarking on this project? You may have learned that there are some things that you did that you would not do again if you were to work on another project. You may have learned new ways of approaching activities within a project that you would replicate in other projects. Any lessons learned are valuable – whether they are based on good or bad experiences they are very useful for future reference.*

Recommendations

Give details of any recommendations for action in relation to this project:

- *What would you like to happen as a result of this project – what recommendations would you make as a result of undertaking this project? Can you suggest new ways of approaching activities within the organisation as a result of the outcomes of the project?*

Give details of any recommendations for action in relation to future projects:

- *You may, as a result of experience on this project, have a number of recommendations to be taken forward in future projects. These recommendations may, for example, relate to the whole project approach, or the way in which project teams are established and trained. The recommendations can be made as a result of both positive and negative experiences within the project journey but, again, whatever the experience the recommendations for future projects are likely to be valuable.*



Appendix H

Project Evaluation Review

CONTRACTORS PERFORMANCE APPRAISAL

CONTRACTOR:

Council's Select List Category:

Name of Contract:

Value: £

Start Date:

Completed:

Contact name for further information on this contract:

Status:

Tel:

Performance	POOR			AVERAGE				GOOD		
Points	1	2	3	4	5	6	7	8	9	10

	POINTS	COMMENTS
HEAD OFFICE ORGANISATION		
SITE ORGANISATION		
CONTROL OF SUB-CONTRACTORS		
CONTRACTOR'S OWN SUPERVISION		
ABILITY TO ACHIEVE PROGRAMME		
COMPLIANCE WITH SPECIFICATION		
RESPONSE TO INSTRUCTIONS		
STANDARD OF WORKMANSHIP		
HEALTH & SAFETY PERFORMANCE		
PLANT RESOURCES		
TRAFFIC MANAGEMENT		
SETTLEMENT OF FINAL ACCOUNT		
ATTITUDE TOWARDS CLAIMS		
PARTNERING APPROACH		

SHOULD THIS FIRM BE INCLUDED ON A SELECT LIST FOR WORK OF A SIMILAR NATURE & VALUE - YES/NO

GENERAL COMMENTS:

Signed:

Status: **Date:**

NOTE: THIS APPRAISAL IS BASED ON THE PERFORMANCE OF THE CONTRACTOR ON THIS PROJECT ONLY, AND SHOULD BE RETURNED TO THE BUSINESS UNIT.



Appendix I

Framework Agreement

CYNGOR SIR CAERFYRDDIN
(ar ei ran ei hun ac Awdurdodau eraill sy'n cymryd rhan)

FFRAMWAITH CONTRACTWYR RHANBARTHOL DE-ORLLEWIN CYMRU

CYFROL 2

Dogfen Ymholiadau Ynghylch y Fframwaith

**CARMARTHENSHIRE COUNTY COUNCIL
IN ASSOCIATION WITH NEATH PORT TALBOT,
PEMBROKESHIRE AND THE CITY AND COUNTY OF
SWANSEA COUNCILS**

VOLUME 2

Framework Agreement

Date: APRIL 2011



DATED

20[..]

(1) CARMARTHENSHIRE COUNTY COUNCIL

AND

(2) [INSERT CONTRACTOR]

SWWRCF FRAMEWORK AGREEMENT

1. INTRODUCTION AND BACKGROUND
 - 1.1 Framework of Contractors
 - 1.2 Scope of this Agreement
2. DEFINITIONS AND INTERPRETATION
 - 2.1 Definitions
 - 2.2 Headings
 - 2.3 Joint and Several Liability
 - 2.4 Periods of Time
 - 2.5 References to Statutes
 - 2.6 Genders and Numbers
 - 2.7 Schedules and Clauses
3. CONTRACTS
 - 3.1 No Obligation
 - 3.2 Role of Employer
 - 3.3 Mini Competitions
 - 3.4 Award of Contract Pursuant to Mini Competition
 - 3.5 Schedule of Staff Rates
 - 3.6 Binding Contract
4. WORKING TOGETHER
 - 4.1 Framework Manager
 - 4.2 Authority of Framework Manager
 - 4.3 Replacement of Framework Manager
 - 4.4 Gateway Manager
 - 4.5 Replacement of the Gateway Manager
 - 4.6 Relationship Manager
 - 4.7 Replacement of the Relationship Manager
 - 4.8 Agreement to Work Together
 - 4.9 Agreement to Work with Other Persons
 - 4.10 ... Participation in Meetings
 - 4.11 ... Effect of the failure to comply with Clauses 4.8, 4.9 and/or 4.10
5. TERM
6. KEY PERFORMANCE INDICATORS
7. CONTINUOUS IMPROVEMENT
8. ASSIGNMENT AND SUB-CONTRACTING
 - 8.1 Assignment by the Employer

- 8.2 Assignment by the Contractor
- 9. TERMINATION
 - 9.1 Termination by the Employer
 - 9.2 Termination by the Contractor
 - 9.3 Effects of Expiry or Termination
- 10. GUARANTEE, BOND, COLLATERAL WARRANTIES, NOVATION
- 11. REQUIRED INSURANCES
- 12. TRAINING AND EMPLOYMENT OPPORTUNITIES
 - 12.1 ... TRT at Framework level
 - 12.2 ... TRT at Contract level
- 13. NOTICES
 - 13.1 ... Notices in writing
 - 13.2 ... Forms of service
 - 13.3 ... Times of service
- 14. NO AGENCY, PARTNERSHIP OR JOINT VENTURE
- 15. DPA
 - 15.1 ... DPA interpretation
 - 15.2 ... DPA general obligations
 - 15.3 ... DPA processing obligation
 - 15.4 ... Notification of request or complaint
 - 15.5 ... Continuance of obligations
- 16. FOIA
- 17. EQUAL OPPORTUNITIES
- 18. CONFIDENTIALITY
- 19. ENTIRE AGREEMENT
- 20. VARIATIONS
- 21. PROCUREMENT ON BEHALF OF EMPLOYER
- 22. WARRANTIES
- 23. CORRUPT GIFTS AND COLLUSION
- 24. NO WAIVER
- 25. DISPUTE RESOLUTION
 - 25.1 ... Notification
 - 25.2 ... Negotiation
 - 25.3 ... Adjudication
 - 25.4 ... Litigation
- 26. JURISDICTION & GOVERNING LAW
- 27. CHANGE IN LAW

27.1 ... No release

27.2 ... Notification

27.3 ... Mitigation

28. RIGHTS OF THIRD PARTIES

Schedule 1 WORKS

Schedule 2 SCHEDULE OF STAFF RATES

Schedule 3 REQUIRED INSURANCES Schedule

4 KEY PERFORMANCE INDICATORS

Part 1 The Indicative KPI's applicable to the Contractor

Part 2 The Indicative KPI's applicable to the EMPLOYER

Schedule 5 FORM OF CONTRACT

Schedule 6 Social Economic and Environmental Wellbeing and Regeneration

Part 1 Outline requirements of the Employer and Other authorities

Part 2 Contractor's TRT Method Statement

APPENDIX	A	Scope of Pre-Construction Services
	B	Form of Purchase Order/Works Brief
	C	Exemplar Cost Schedule
	D	Parent Co Guarantee
	E	Guarantee Bond
	F	Deed of Collateral Warranty Contractor
	G	Deed of Collateral Warranty – Consultant
	H	Deed of Collateral Warranty – Sub Contractor
	I	Novation Agreement

THIS AGREEMENT IS MADE THE

BETWEEN:-

- (1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall Carmarthen Carmarthenshire SA31 1JP including any successors in title (the “**Employer**”); and
- (2) [insert **Contractor**] **LIMITED** (registered number []) whose registered office is at [] (the “**Contractor**”).

1. INTRODUCTION AND BACKGROUND

1.1 Framework of Contractors

Following a competitive tender process and in reliance on the tenders submitted the Contractor and the Framework Contractors have been selected by the Employer as potential providers to the Employer and to the Other Authorities of Works during the Term.

1.2 Scope of this Agreement

This Agreement governs

- (a) the procedure by which contracts for the carrying out of Works may be formed;
- (b) the terms and conditions which shall apply to any such Contracts; and
- (c) the overall relationship between the Employer and the Contractor with regard to Works during the Term.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions shall have the following meanings:-

Bond	a bond in the form set out in the relevant Contract;
Collateral Warranty	a deed of collateral warranty in the form set out in the relevant Contract;
Commencement Date	[];
Confidential Information	collectively and individually any and all information whether of a technical, commercial or financial nature relating to the Employer, this Agreement, any Contract entered into between the Employer and the Contractor and/or any Works;

Contract	a contract in the form of the order set out in Schedule 5 entered into by the Employer or an Other Authority (as the case may be) and the Contractor pursuant to clause[s 3.2] ;
Contractor's TRT Method Statement	the Contractor's Targeted Recruitment and Training method statement set out at Schedule 6 Part II to this Agreement submitted by the Contractor as part of the Contractor's bid for selection onto this framework and which sets out the Contractor's minimum obligations for each of the Contracts;
DPA	the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
FOIA	collectively the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;
Framework Contractors	those persons (other than the Contractor) with whom the Employer has entered into a framework agreement relating to the Works on terms similar to this Agreement;
Framework Manager	the competent person having experience of framework and other partnering type contracts with public authorities employed by the Contractor and appointed as the Contractor's Framework Manager pursuant to clause 4.1 or any person who replaces such person pursuant to clause 4.3;
Gateway Manager	the person appointed on behalf of the Employer pursuant to clause 4.4 or any person who replaces such person pursuant to clause 4.5;
General Change in Law	a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the carrying out of the Work.
Guarantee	a parent company guarantee in the form set out in the relevant Contract;

Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
Key Performance Indicators	the key performance indicators set out in Schedule 4;
Novation	a deed of novation in the form set out in the relevant Contract;
Other Authorities	such other local authorities within the neighbouring areas of Pembrokeshire, Neath-Port Talbot, Swansea together with Mid and West Wales Fire and Rescue Services, Dyfed Powys Police, University of Wales Trinity St. Davids, Llanelli Rural Council, Coleg Sir Gar, Diocese of Minevia, Diocese of St. Davids, Diocese of Swansea and Brecon and Diocese of Llandaff which may from time to time wish to enter into a contract with the Contractor for Works pursuant to this Agreement;
Persistent Breach	any breach which occurs on three (3) or more occasions within a 6 month period after the date on which the Employer has issued a final warning;
person	any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality);
Professional Indemnity Insurance	a policy insurance in relation to any Contract for a sum stipulated by the Employer on a Contract specific basis, in respect of each and every claim (except in respect of any claim for pollution or contamination where the cover shall be in the aggregate) to cover the Contractor's obligations relating to the Contract, the insurance to be with a reputable insurance company carrying on insurance business in the United Kingdom, not to be subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent contractors with good claims records and who are of similar size and experience as the Contractor, to be maintained for a period of twelve years from Practical Completion of the Works under the Contract and for such period as it may have any liability to the Employer (howsoever arising), and for so long as cover remains available on commercial rates and terms to competent contractors with good claims records and who are of a similar size and experience as the Contractor.

Required Insurances	the insurances detailed in Schedule 3;
Relationship Manager	the person appointed on behalf of each of the Other Authorities to provide a coordinating role between the Other Authorities, the Employer and the Contractor or any person who replaces such person pursuant to clause 4.7;
Schedule of Staff Rates	the schedule of staff rates set out in Schedule 2 submitted by the Contractor as part of the Contractor's bid for selection onto this framework. The rates shall be fixed for the Term save that on the 1st day of December in each year commencing on 1st December 2012, the rates shall be adjusted to reflect any percentage increase in the Local Government Services Pay Award, as set out in the percentage increase current at that time. The percentage increase will be taken to the first two decimal points without any rounding up or down. The rates set out in Schedule 2 shall be deemed to be inclusive of all matters listed in Schedule 2.
Specific Change in Law	a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Employer, and which would not affect a comparable supply of services of the same or a similar nature to the carrying out of the Works.
Statutory Obligations	all relevant statutory authorities, requirements, regulations and permissions, current British or European Union Standards, any other approved criteria relevant codes of practice or other recognised best practice;
Term	the period during which this Agreement is in force pursuant to clause 5;
Works	works of the type briefly described in Schedule 1 including any pre-construction services that the Contractor may be instructed to undertake as part of the Contract and as more particularly defined in the Contract;
Working Days	any day (other than Sundays or public holidays in Wales).

2.2 Headings

The headings in this Agreement are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.3 Joint and Several Liability

Where the Contractor comprises more than one person, references to "Contractor" shall include all persons comprising the Contractor and all obligations and warranties on the part of the Contractor under this Agreement shall be deemed to be made and undertaken by such persons jointly and severally.

2.4 Periods of Time

Any periods of time referred to in this Agreement and expressed in days or months shall refer to calendar days or calendar months (as the case may be).

2.5 References to Statutes

A reference to any statute or statutory provision shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute, statutory provision or subordinate legislation as it may have been, or may from time to time be, amended, modified or re-enacted (with or without modification);

2.6 Genders and Numbers

Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

2.7 Schedules and Clauses

References to clauses and Schedules are references to clauses of and schedules to this Agreement; the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules.

3. CONTRACTS

3.1 No Obligation

The Employer and each of the Other Authorities shall be entitled (but not required) at any time during the Term to request in accordance with the provisions of this clause 3 the Contractor to carry out Works. For the avoidance of doubt the Contractor acknowledges that neither the Employer nor the Other Authorities are under any obligation to procure any Works from the Contractor during the Term and the Employer makes no representation to that effect.

3.2 Role of Employer

The Employer has no liability to the Contractor in respect of the award process and Contracts entered into between the Contractor and the Other Authorities.

3.3 Mini Competitions

If at any time during the Term, the Employer or any Other Contracting Authority has a requirement for any Works that it considers that the Contractor or a Framework Contractor may be able to provide on the most economically advantageous basis and considers that a mini competition relating to the provision of such Works is required between the Contractor and any other Framework Contractors, the Employer or such Other Authority (as the case may be) shall issue a call for mini competition to the Contractor and such other Framework Contractors as the Employer or such Other Authority (as the case may be) considers appropriate. If the Contractor wishes to respond to such a call for mini competition it shall comply with the timescales and requirements set out in the call for mini competition.

3.4 Award of Contract Pursuant to Mini Competition

If the Employer or an Other Authority issues a call for mini competition pursuant to clause 3.3 and decides to award a Contract as a result of such mini competition such Contract shall be awarded to the person who submitted the most economically advantageous tender on the basis of the criteria set out in the call for mini competition and, where such person is the Contractor, the Contractor shall enter into a contract in respect of such works with the Employer or such Other Authority (as the case may be) in the form set out in Schedule 5.

3.5 Schedule of Staff Rates

The sums payable to the Contractor in respect of any Contract shall be based on the Schedule of Staff Rates where applicable.

3.6 Binding Contract

The issue of a Contract by way of signed purchase order to the Contractor in the form set out in Schedule 5 shall constitute a binding contract between the Employer, the Other Authorities and the Contractor for the performance of the relevant Works set out in the Contract.

4. WORKING TOGETHER

4.1 Framework Manager

Within 7 days of the date of this Agreement the Contractor shall, subject to the prior approval of the Employer, appoint an employee of the Contractor to act as the Contractor's Framework Manager.

4.2 Authority of Framework Manager

The Framework Manager shall act as the Contractor's principal contact for the purposes of this Agreement and shall have full authority to act on behalf of the Contractor for all purposes of this Agreement. Any notice, information, instruction or other communication given by or to the Framework Manager shall be deemed to have been given by or to the Contractor.

4.3 Replacement of Framework Manager

The Contractor may at any time during the Term and subject always to the prior approval of the Employer terminate the appointment of the Framework Manager and appoint a substitute.

4.4 Gateway Manager

Within 7 days of the date of this Agreement the Employer shall notify the Contractor of the person appointed by the Employer to act as its principal contact for the purposes of this Agreement.

4.5 Replacement of the Gateway Manager

The Employer shall notify the Contractor of any change in the identity of its Gateway Manager

4.6 Relationship Manager

Within 7 days of the date of this Agreement the Employer shall notify the Contractor of the persons appointed by the Other Authorities to act as the principal contact of each of the Other Authorities for the purposes of the framework.

4.7 Replacement of the Relationship Manager

The Employer shall notify the Contractor of any change in the identity of the Relationship Managers.

4.8 Agreement to Work Together

The Employer and the Contractor agree to work with each other in relation to this Agreement and each contract entered into between the parties under this Agreement in a co-operative and collaborative manner and in a spirit of mutual trust and respect. To this end, each party shall give to, and welcome from, the other party feedback on performance and shall draw the other party's attention to any difficulties and shall share information openly, at the earliest practicable time

4.9 Agreement to Work with Other Persons

The Contractor shall work with any persons engaged or appointed or employed by the Employer in connection with any works or projects or services relating to or in any way connected with the Works or any of them in a co-operative and collaborative manner.

4.10 Participation in Meetings

The Contractor shall (at the request of the Employer) participate in meetings with the Employer either with or without the Relationship Managers other persons engaged or appointed or employed by the Employer in connection with any works or projects or services relating to or in any way connected with the Works or any of them to discuss actual or potential improvements to the delivery of Works.

4.11 Effect of the failure to comply with Clauses 4.8, 4.9 and/or 4.10

In the event of any dispute between the parties, any court or adjudicator or other forum to which the dispute is referred may take into account the parties' failure to comply with clauses 4.8, 4.9 & 4.10.

5. TERM

This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of clause 9, shall end at midnight on the day immediately preceding the fourth (4th) anniversary of the Commencement Date

6. KEY PERFORMANCE INDICATORS

Throughout the Term the performance of the Contractor in relation to each Contract shall be measured against the Key Performance Indicators. The Employer shall be entitled, in its absolute discretion, to add to, amend or delete any of the Key Performance Indicators. The parties shall meet at such intervals set out by the Employer from time to time but in any event at least once in each year of the Term. The purpose of the meeting is to review the Contractor's performance in relation to the Key Performance Indicators on each Contract. The Employer shall maintain a record of all Key Performance Indicators collected in relation to each Contract and of a summary of the review meetings that take place.

7. CONTINUOUS IMPROVEMENT

During the Term and in relation to each and every Contract entered into between the Employer and the Contractor, the Contractor shall identify and achieve continuous improvement in the quality of and the way in which the Works are carried out and a reduction in the costs, wastage, construction related accidents and the time taken to deliver completed Works.

8. ASSIGNMENT AND SUB-CONTRACTING

8.1 Assignment by the Employer

The Employer shall be free to assign, novate, transfer, sub-contract or otherwise dispose of any or all of its rights and obligations under this Agreement and/or any Contract and the Contractor shall enter into such deeds of novation in respect thereof as the Employer shall reasonably require.

8.2 Assignment by the Contractor

This Agreement and any Contract are personal to the Contractor and the Contractor shall not be entitled to assign, novate, transfer, sub-contract or otherwise dispose of any or all of its rights and obligations under this Agreement .

9. TERMINATION

9.1 Termination by the Employer

Without prejudice to any other rights or remedies to which it may be entitled under this Agreement or any Contract entered into between the Employer and the Contractor or at law or in equity, the Employer may terminate this Agreement with immediate effect at any time on notice to the Contractor if any of the following occur:

- (a) any breach of the terms of this Agreement by the Contractor (other than a breach which is notified to, and remedied by, the Contractor within 10 Working Days of the notice); or
- (b) [the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (c) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies for the solvent reconstruction of that Contractor; or
- (e) an application is made to court, or an order if made, for the appointment of an administrator or is a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company); or
- (f) a floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (g) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor; or
- (h) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (i) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect

equivalent or similar to any of the events mentioned in clause 9.1.2 to clause 9.1.11 (inclusive); or

- (j) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (k) there is a change of control of the Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010);
- (l) any warranty given in clause 20 (Warranties) is found to be untrue or misleading; or
- (m) in the opinion of the Employer whose opinion shall be final and binding an irreconcilable conflict of interest between the interests of the Employer and the Contractor arises or is likely to arise; or
- (n) a Persistent Breach; or
- (o) a Contract is terminated early by the Employer; or
- (p) any serious breach of a health and safety obligation under any Contract.

9.2 Termination by the Contractor

The Contractor may terminate this Agreement:

- (a) at any time by serving not less than two (2) months' prior notice on the Employer; and
- (b) following any material breach by the Employer (other than a material breach which is notified to, and remedied by, the Employer within 10 Working Days of the notice).

9.3 Effects of Expiry or Termination

- (a) Upon expiry or termination of this Agreement howsoever arising and subject always to the other provisions of this clause 9.3 all rights and obligations hereunder shall immediately cease and determine without prejudice to any rights of action then accrued under this Agreement including any rights which either party may have in respect of a claim for damages for breach by the other party of any of the terms of this Agreement.
- (b) The expiry or termination of this Agreement shall not automatically terminate any Contract in force at the date of expiry or termination unless in the case of termination of this Agreement the reason for termination of this Agreement is also a ground for the termination of such Contract and where such termination is optional such option is exercised.
- (c) The following clauses shall survive expiry or termination of this Agreement (howsoever arising): clause 11 and clause 9.3.

10. GUARANTEE, BOND, COLLATERAL WARRANTIES, NOVATION

If so required under any Contract the Contractor shall within 14 days of entering into such Contract provide or procure the provision of a Guarantee, Bond, Collateral Warranty and/or Novation.

11. REQUIRED INSURANCES

11.1 The Contractor shall within 7 days of the Commencement Date take out and thereafter maintain at all times during both the Term and where the Contract extends beyond the Term, for the term provided for in the Contract, the Required Insurances. Where the Employer instructs the Contractor to take out and maintain Professional Indemnity Insurance in relation to any Contract the term Required Insurance shall be deemed to include Professional Indemnity Insurance.

11.2 Whenever requested by the Employer, the Contractor shall provide to the Employer, copies of all insurance policies (including any variations or amendments) in relation to the Required Insurances and evidence that all premiums thereunder have been fully paid.

11.3 The Contractor shall comply on a day to day basis with the terms, conditions and limitations of the Required Insurances throughout the Term. In particular, the Contractor shall notify the Employer if any matter or element is refused insurance cover or the cover therefore is withdrawn or if there any exclusions from such cover or deductions in respect of any insured risks.

11.4 The Contractor shall not do or allow to be done anything whereby any Required Insurance may lapse or become wholly or partly void or voidable.

12. TRAINING AND EMPLOYMENT OPPORTUNITIES

12.1 TRT at Framework level

The Contractor shall actively participate in the potential for economic, social and environmental wellbeing and regeneration which results from any Contract. The Employer and the Other Authorities' outline requirements in this regard are set out in Schedule 6. The Contractor shall deliver the outputs set out in the Contractor's TRT Method Statement as part of the Contractor's obligations under any Contract. .

12.2 TRT at Contract level

The Contractor shall review and update the Contractor's TRT Method Statement and in particular to tailor the Contractor's TRT Method Statement to the specific economic social and environmental wellbeing and regeneration needs in relation to each specific Contract.

13. NOTICES

All notices required to be given under the terms of this Agreement must be given via E-mail to the SWWRCF Portal SWWRCF@carmarthenshire.gov.uk

14. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating an agency, partnership or joint venture relationship between the parties.

15. DATA PROTECTION ACT

15.1 DPA interpretation

For the purposes of this Clause, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” shall have the meaning prescribed under the DPA.

15.2 DPA general obligations

The Contractor shall (and shall procure that any of its Staff involved in the provision of this Contract) be registered under the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations under the Act which arise in connection with this Agreement and any Contract.

15.3 DPA processing obligation

Notwithstanding the general obligation in Clause 15.2, where the Contractor is processing Personal Data (as defined by the DPA) as a data processor for the Employer the Contractor shall:

- (a) Process the Personnel Data only in accordance with instructions from the Employer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Contracting Authority;
- (b) comply with all applicable laws;
- (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider’s obligations under this Agreement and under any Contract or as is required by Law or any Regulatory Body;
- (d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- (f) obtain prior written consent from the Employer in order to transfer the Personal Data to any sub-contractor for the provision of the Works;
- (g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Employer;

(h) ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 15;

(i) ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Employer;

(j) not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Employer or in compliance with a legal obligation imposed upon the Employer; and

15.4 Notification of request or complaint

Notify the Employer (within [five] Working Days) if it receives:

(a) a request from a Data Subject to have access to that person's Personal Data; or

(b) a complaint or request relating to the Employer's obligations under the DPA;

15.5 Continuance of obligations

The provisions of this Condition shall apply during the continuance of this Agreement and any Contract and indefinitely after their respective expiry or termination.

16. FREEDOM OF INFORMATION ACT (FOIA)

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

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

(a) transfer any Request for Information to the Employer as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;

(b) provide the Employer with a copy of all Information in its possession or power in the form that Employer requires within 7 Working Days (or such other period as the Employer may specify) of the Employer requesting that Information; and

(c) 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 the FOIA

The Employer shall be responsible for determining at its absolute discretion whether any Information

- (i) is exempt from disclosure in accordance with the provisions of the FOIA; and
- (ii) is to be disclosed in response to a Request for Information

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

The Contractor acknowledges that the Employer may be obliged under the FOIA to disclose Information:

- (iii) without consulting with the Contractor, or
- (iv) following consultation with the Contractor and having taken its views into account

Without prejudice to the provisions of this clause 15, the Contractor shall ensure that all information produced in the course of this Agreement or any Contract between the parties or relating to this Agreement or any Contract is retained for disclosure and shall permit the Employer to inspect such records as requested from time to time.

17. EQUAL OPPORTUNITIES

17.1 Without prejudice to the Contractor's obligations to undertake the Works in accordance with all the Statutory Obligations, the Contractor shall at all times during the Term and for the term of each of the Contracts operate an equal opportunities policy that complies with the statutory obligations set down in the Equality Act 2010 and such provisions of the following statutes that have not been amended or repealed by the Equality Act 2010 : Race Relations Act 1976, the Race Relations (Amendment Act) 2000, Equal Pay Act 1970 and 1983, Sex Discrimination Act 1976 and 1986 and the Disability Discrimination Act 1995, Maternity and Paternity Leave etc Regulations 1999. Protection from Harassment Act 1997, Human Rights Act 1998 and the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and it shall not treat one group of people less favourably than others because of their colour race nationality ethnic origin gender sexual orientation disability age or religion in relation to decisions to recruit train or promote staff.

17.2 The Contractor shall take all reasonable steps to ensure that all agents and sub-contractors or sub-consultants engaged in the delivery of the Works pursuant to any Contract between the parties do not unlawfully discriminate and comply with the provisions equivalent to those set out in this clause.

18. CONFIDENTIALITY

18.1 The Contractor shall:

- (a) keep the Confidential Information confidential;
- (b) not use the Confidential Information otherwise than for the purposes of this Agreement and the relevant Contracts between the parties; and
- (c) disclose the Confidential Information only on a need to know basis and in confidence to those of its employees who require knowledge

thereof for the purposes of this Agreement and/or the relevant Contracts between the parties and who are subject to obligations of confidentiality to the Contractor [and in confidence to those of its professional advisors and/or auditors who are required to provide advice in respect of this Agreement and/or any Contract between the parties].

- 18.2** The restrictions on disclosure contained in clause 18.1(c) shall not apply to information which is in the public domain at the date of disclosure or which subsequently enters the public domain otherwise than as a consequence of any unauthorised disclosure, act or omission by the Contractor, its employees, its professional advisers or auditors. For the purposes of this clause 18.2, Confidential Information shall not be considered to be in the public domain merely because parts of it are known or because it is known to a few people but is not generally freely available.
- 18.3** No announcement concerning the existence or subject matter of this Agreement, any Contract between the parties or any ancillary matter shall be made by the Contractor at any time except as required by law or by any legal or regulatory authority or with the prior written approval of the Employer.
- 18.4** The Contractor shall not take any photograph film tape or other recording of any Works or publish the same without the Employer prior written consent.

19. ENTIRE AGREEMENT

With the exception of the Contractor's tender representations and statements made fraudulently, this Agreement and any and all Contracts between the parties set out the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations representations and undertakings all previous agreements between the parties relating to the subject matter of this Agreement.

20. VARIATIONS

No modification or alteration to the terms of this Agreement shall have effect unless the same is agreed in writing and signed by a duly authorised representative of each of the parties.

21. PROCUREMENT ON BEHALF OF EMPLOYER

Where the Contractor is required to secure the provision of goods and services (including equipment) on behalf of the Employer or as an element of any Contract this shall be effected in accordance with

- (a) any terms instructed by the Employer to comply with the Employer's Financial Regulations; and
- (b) the terms of this Agreement.

22. WARRANTIES

- 22.1** The Contractor warrants to the Employer as follows:

- (a) it has the power to enter into and perform its obligations under this Agreement and any and all Contracts;
- (b) it is not under any obligation to any person whether express or implied which would or might conflict with the full and proper performance of its obligations under this Agreement and any and all Contracts; and
- (c) any and all information provided to the Employer by the Contractor in connection with the Employer's tender process in respect of this Agreement prior to the Commencement Date is true, complete and accurate and is not misleading in any respect

22.2 Each of the warranties set out in clause 22.1 shall be interpreted and construed as a separate warranty and shall not be limited or restricted by reference to any other warranty or any other provision of this Agreement or of any Contract and shall be deemed to have been repeated by the Contractor at the date of execution of each and every Contract.

23. CORRUPT GIFTS AND COLLUSION

23.1 In relation to this Agreement or any Contract between the parties the Contractor shall not give nor offer to give any gift or consideration of any kind whatsoever as an inducement or reward to any employee or agent of the Employer. The Contractor shall not take any gift or consideration from any other contractor or consultant with an interest in this Agreement any Contract or any Works.

23.2 The Contractor warrants that it has not breached and will not breach any competition law and has not colluded nor unlawfully collaborated with any person.

24. NO WAIVER

No delay by either party in exercising, or failure by either party to exercise, any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that or any other right, power or remedy; or affect the other terms of this Agreement or the relevant Contract between the parties (as applicable). The single or partial exercise of any right, power or remedy provided by law or under this Agreement or any Contract between the parties shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy. A waiver of any breach of or default under this Agreement or any Contract between the parties shall not constitute a waiver of any other breach or default and will not prevent a party from subsequently requiring compliance with the waived obligation.

25. DISPUTE RESOLUTION

25.1 Notification

As soon as any party is aware of any difference or dispute with the other party arising out of, or in connection with, this Agreement which does not fall to be dealt with under a Contract between the parties, it shall give notice to the other party.

25.2 Negotiation

The parties shall endeavour to resolve any difference or dispute by direct negotiation in good faith between senior executives and each party shall give serious consideration to a request by the other party to refer a difference or dispute to mediation.

25.3 Adjudication

Any disputes arising under or in connection with this Agreement may be referred by either party to adjudication in accordance with the Scheme for Construction Contracts at any time. In the absence of agreement between the parties as to the choice of adjudicator, the adjudicator shall be appointed by the Chairman for the time being of the Technology and Construction Solicitors Association or his nominated representative.

25.4 Litigation

The decision of any adjudicator shall be binding on and implemented by the parties pending any final determination of the relevant dispute by the courts of England & Wales, applied in Wales.

26. JURISDICTION & GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales as applied in Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales

27. CHANGE IN LAW

27.1 No release

The Contractor shall neither be relieved of its obligations under this Agreement nor to carry out the Works under any Contract nor be entitled to an increase in the charges as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Works is known at the Commencement Date.

27.2 Notification

If a Specific Change in Law occurs or will occur during the Term (other than those referred to in Clause 25.1), the Contractor shall notify the Employer of the likely effects of that change, including:

- (a) whether any change is required to the Works, the Schedule of Staff Rates, or any prices under any Contracts; and
- (b) whether any relief from compliance with the Contractor's obligations is required, including any obligation to achieve any milestones or to meet any of its obligations at any time.

27.3 Mitigation

As soon as practicable after any notification in accordance with Clause 27.2 the Parties shall discuss and agree the matters referred to in that Clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:

- (a) providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its subcontractors;
- (b) demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
- (c) giving evidence as to how the Specific Change in Law has affected the cost of providing the Works; and
- (d) demonstrating that any expenditure that has been avoided has been taken into account in amending the Schedule of Staff Rates and any prices under any Contract.

28. RIGHTS OF THIRD PARTIES

This Agreement is not intended to confer any benefit on any third party nor are any of its terms intended to be enforced by any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall accordingly not apply.

EXECUTED AS A DEED by the

EMPLOYER by the affixing of its Common Seal

in the presence of:-

Authorised Signatory

EXECUTED AS A DEED by the

CONTRACTOR acting by :-

Director

Director/Secretary

[OR

EXECUTED AS A DEED by the

CONTRACTOR acting by :-

Director

In the presence of

Witness signature

Witness Name

Witness Address

Schedule 1 WORKS

[Select the appropriate lot and delete the reference to the others]

[Lot 1 – Regional Property Construction Projects Over £12 million in Value.

Tier 1 Construction Works value £12million and over for the whole region to comprise of Neath Port Talbot County Borough Council, City and County of Swansea, Carmarthenshire County Council and Pembrokeshire County Council.

The works will comprise the instruction, design and construction activities in relation to schools and any other public buildings. The contracts allocated under the framework may include refurbishment and/or new build and may involve single site projects or groups of sites including groups involving more than one authority.

Lot 2 – East Division Regional Property Construction Projects between £3.5 and £12 million in Value.

Tier 2 East Area Construction Works value £3.5 to £12million for the whole region to comprise of Neath Port Talbot County Borough Council, City and County of Swansea.

The works will comprise the instruction, design and construction activities in relation to schools and any other public buildings. The contracts allocated under the framework may include refurbishment and/or new build and may involve single site projects or groups of sites including groups involving more than one authority.

Lot 3 - West Division Regional Property Construction Projects between £3.5 and £12 million in Value.

General Description:

Tier 2 Construction Works value £3.5 to £12million for the whole region to comprise of Carmarthenshire County Council and Pembrokeshire County Council

The works will comprise the instruction, design and construction activities in relation to schools and any other public buildings. The contracts allocated under the framework may include refurbishment and/or new build and may involve single site projects or groups of sites including groups involving more than one authority.]

Schedule 2 SCHEDULE OF STAFF RATES

[This is to be the completed Schedule of Staff Rates submitted by the selected Contractor in response to the form set out in the completed Volume 4 at ITT stage]

Schedule 3 REQUIRED INSURANCES

The Contractor shall take out and maintain the following insurances in the following minimum amounts:

Employer's Liability Insurance:

A policy of employer's liability insurance for the benefit of the Insured Parties in respect of personal injury illness disease or death of any persons under a contract of employment with the Contractor arising out of and in the course of such person's employment.

Limit of Liability: £5m each and every claim

Insured Parties: include the Contractor and the Employer

Public Liability Insurance:

A policy of public liability insurance for the benefit of the Insured Parties covering legal liability in respect of personal injury to or death of third parties and/or loss or damage to third party property arising out of or in connection with the Contractor's performance of each and every Contract between the parties.

[for Lot 1]

Limit of Liability: £10m each and every claim

[for Lots 2 & 3]

Limit of Liability: £5m each and every claim

Insured Parties: include the Contractor and the Employer

Contractor's All Risk Insurance

A policy of "all risks" insurance for the benefit of the Insured Party covering legal liability in respect of physical loss or damage to any permanent and temporary works plant and materials, equipment and all other property used in connection with the Works.

Limit of Liability: £10 million each and every claim Insured

Parties: Include the Contractor and the Employer.

Schedule 4 KEY PERFORMANCE INDICATORS

PART 1 THE INDICATIVE KPI'S APPLICABLE TO THE CONTRACTOR

	Indicator	Purpose	Measurement (Using a 1:10 scale where 10 is totally satisfied and 5/6 is neither satisfied nor dissatisfied and 1 is totally dissatisfied)	Score	Benchmark
A	Collaborative Working	[To measure the impact of how collaborative working adds value]	How satisfied is the Employer with the performance of the Contractor and its sub-Contractors in contributing to a collaborative culture of openness and sharing information?		
B	Cost Predictability	To measure the capability of achieving actual outturn costs within projected outturn costs	How satisfied is the Employer with the achievement of actual outturn costs within projected outturn costs		
C	Quality	To measure the quality of the Works delivered at the completion date	How satisfied is the Employer with the overall performance of the Contractor.		
D	Health & Safety	To measure and reduce/eliminate the number of accidents/hazards on site	How satisfied is the Employer with the reduction/elimination of the number of accidents/hazards on site and in the carrying out of the works.		
E	Sustainability & Waste	To measure and reduce/eliminate the amount of waste to landfill and generally	How satisfied is the Employer with the performance of the Contractor with [set out Employer's expectation levels for achieving its sustainability criteria and its reduction and management of		

			waste] [WRAP]		
F	Targeted Recruitment & Training	To measure the economic, social and environmental wellbeing and regeneration outputs offered by the Contractor	How satisfied is the Employer with the type, quality and frequency of TRT being delivered by the Contractor to the Employer		

Schedule 5 CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all

contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option [A, B, C, D]¹ dispute resolution Option W2 and secondary Options X5, X7, X16² and Z1 to Z10³ of the NEC3 Engineering and Construction Contract (June 2005) with amendments dated June 2006.
- The *Works* are
.....
- The Employer is
Name : [insert name of Employer], its successors and assignees
Address : [insert address and postcode]
- The Project Manager is
Name
Address
.....
- The Supervisor is
Name [NOT USED]
Address
- The *Adjudicator* is [the Adjudicator nominated by the Adjudicator Nominating Body
Name

¹ Delete as appropriate and then delete this footnote.

² Insert secondary options as required on a project by project basis, then delete this footnote.

³ Amend, depending upon which Z clauses actually adopted and then delete this footnote.

Address
.....]

- The Works Information is in
.....
- The Site Information is in
.....
.....
.....
- The *boundaries of the site* are
- The language of this contract is English
- The *law of the contract* is the law of England & Wales as applied in Wales
- The *period for reply* is [two (2)] weeks.
- The *Adjudicator nominating body* is the Chairman for the time being of the Technology and Construction Solicitors Association or his nominated representative.
- The *tribunal* is [litigation]
- The following matters will be included in the Risk Register, [the form of which appears at Appendix []]
.....
.....
.....

3 Time

- *The starting date* is.....

- The access dates are

Part of the Site	Date
1
2
3

- The *Contractor* submits revised programmes at intervals no longer than

..... weeks.

4 Testing and Defects

- The *defects date* is [fifty two (52)] weeks after Completion of the whole of the *works*.
- The *defect correction period* is [four (4)] weeks except that
- The *defect correction period* for is weeks
- The *defect correction period* for is weeks.

5 Payment

- The currency of this contract is pounds sterling
- The *assessment interval* is [four (4)] weeks (not more than five).
- The *interest rate* is [two (2)]% per annum above the base rate of Bank of England

6 Compensation events

- The place where weather is to be recorded is
- The *weather measurements* to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at.....hours GMT
 - and these measurements:

.....
.....
.....

7 Weather

- The *weather measurements* are supplied by.....
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

and which are available from Met Office Sutton House
London Road Bracknell RG12 2SY

[Where no recorded data are available]

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are
.....
[Not used].....
.....
.....

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *Works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is [ten million pounds (£10,000,000)]
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is [ten million pounds (£10,000,000)]
- [Minimum limit of indemnity for insurance in respect of claims made against the *Contractor* arising out of his failure to use the skill and care normally used by professional providing services similar to those included in the *Works* is two million pounds (£2,000,000).]
- [The minimum limit of indemnity for insurance in respect of a failure by the Contractor to use skill and care to be expected of a competent design and build contractor and competent professional designer for at least [£5m] each and every event without limit on the number of claims for a period of 12 years from the completion date.]

Optional Statements

[If the tribunal is arbitration]

- The *arbitration procedure* is.....
NOT USED.....
- The place where arbitration is to be held is
.....
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who

selects an arbitrator is

.....

If the Employer has decided the Completion Date for the whole of the works

- The *Completion Date* for the whole of the *works* is

.....

If the Employer is not willing to take over the works before the Completion Date

- The *Employer* is not willing to take over the *works* before the Completion Date.

If no programme is identified in part two of the Contract Data

- The *Contractor* is to submit a first programme for acceptance withinweeks of the Contract Date.

If the Employer has identified work which is to meet a stated condition by a key date

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
----------------------------	-----------------

1

2

3

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is.....

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is

If there are additional compensation events

- These are additional compensation events

1

2

3

If there are additional Employer’s risks

- These are additional *Employer’s* risks

1

2

3

If the Employer is to provide Plant and Materials

- The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of

.....

If the Employer is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table

1. Insurance against

Cover/indemnity is.....

The deductibles are.....

2. Insurance against.....

Cover/indemnity is.....

The deductibles are.....

3. Insurance against.....

Cover/indemnity is.....

The deductibles are.....

If additional insurances are to be provided

- The *Employer* provides these additional insurances

1. Insurance against.....

Cover/indemnity is.....

The deductibles are.....

2. Insurance against

Cover/indemnity is

The deductibles are

3. Insurance against

Cover/indemnity is.....

The deductibles are

- The *Contractor* provides these additional insurances

1. Insurance against

Cover/indemnity is

2. Insurance against

Cover/indemnity is

3. Insurance against

Cover/indemnity is.....

If Option B or D is used

- **The method of measurement is**
amended as follows
.....
.....

If Option C or D is used

- **The Contractor's share percentages and the share ranges are**

share range	Contractor's share percentage
less than% %
from % to % %
from % to % %
greater than % %.

If Option C,D, [E or F] is used

- The *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than weeks.

- The *exchange rates* are those published in.....
on.....(date).

Price adjustment for inflation [If Option X1 (Price Adjustment for Inflation) is used

- The proportions used to calculate the Price Adjustment Factor are

- 0. linked to the index for
- 0.
- 0.
- 0.
- 0.
- 0.
- 0. non-adjustable

1.00

- The *base date* for indices is.....
- The indices are those prepared by]

Sectional Completion [If Option X5 is used

- The completion date for each section of the works is

<i>section</i>	<i>description</i>	<i>completion date</i>
1
2
3
4]

Bonus for early completion for each section [If Options X5 and X6 are used together

- The bonus for each *section* of the *works* is

<i>Section</i>	<i>description</i>	<i>amount per day</i>
1
2
3
4

Remainder of the works

.....]

Delay damages for each section [If Options X5 and X7 are used together

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1
2
3
4

Remainder of the *works*]

Bonus for early completion for whole of the works [If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *works* is..... per day.]

Delay damages for whole of works If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the *works* are per day.

Partnering Option X12 is not used

- The *Client* is
Name
Address
.....
- The Client's objective is
.....
- The Partnering Information is in
.....]

Performance Bond Option X13 is not used

- The amount of the performance bond is

Advanced Payment to the Contractor [If Option X14 is used

- The amount of the advanced payment is.....
- The *Contractor* repays the instalments in assessments starting not less than weeks after the Contract

- A report of performance against each Key Performance Indicator is provided at intervals of months.

The Contracts (Rights of Third Parties) Act 1999

Option Y(UK)3 is not used

- term person or organisation

]

Additional Conditions of Contract

of **If Option Z is used**

- The *additional conditions of contract* set out at [] are part of this contract.

PART 2 DATA PROVIDED BY THE CONTRACTOR

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The Contractor is
Name
Address
.....
- The *direct fee percentage* is %.
- The *subcontracted fee percentage* is %.
- The *working areas* are the Site and
- The key people are
(1) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
(2) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
- The following matters will be included in the Risk Register
.....
.....

Optional statements

.....
.....

If the Contractor is to provide Works Information for his design

- The Works Information for the *Contractor's* design is in

.....
.....
.....
.....
.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the Contractor is to decide the completion date for the whole of the works

- The *completion date* for the whole of the *works* is

If Option A or C is used

- The *activity schedule* is

If Option B or D is used

- The *bill of quantities* is

If Option A, B, C or D is used

- The tendered total of the Prices is

[If Option F is used

- Work which the *Contractor* will do himself is

activity	price(lump sum or unit)
-----------------	--------------------------------

.....
.....
.....]

**Data for
Schedule of Cost
Components**

If Option A or B is used

- The percentage for people overheads is %.
- The published list of Equipment is the last edition of the list published by.....
- The percentage for adjustment for Equipment in the published list is.....% (state plus or minus)
- The rates for other Equipment are

Equipment	size or capacity	rate
------------------	-------------------------	-------------

.....
.....
.....
.....

- The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
-----------------------------	--------------------

.....
.....
.....
.....

- The percentage for design overheads is%.
- The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are

.....

**Data for
Schedule of Cost
Components**

If Option C, D or E is used

- The listed items of Equipment purchased for work on this contract, with an on cost charge, are

Equipment	time-related charge	per time period
------------------	----------------------------	------------------------

.....	per
.....	per

..... per

..... per

- The rates for special Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

- The percentage for Working Areas overheads is %.

- The hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas are

category of employee	hourly rate
.....
.....
.....
.....

The percentage for manufacture and fabrication overheads is %.

Data for both schedules of cost components

If Option C,D or E is used

- The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....
.....
.....
.....

- The percentage for design overheads is %.

- The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside of the Working Areas

are

.....
.....
.....

**Data for the
Shorter Schedule
of Cost
Components**

If Option C, D or E is used

- The percentage for people overheads is%.
- The published list of Equipment is the last edition of the list published by
.....
- The percentage for adjustment for Equipment in the published list is
 -
% (state plus or minus).
- The rates for other Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

OPTION Z ADDITIONAL CONDITIONS OF CONTRACT AND AMENDMENTS TO CONDITIONS OF CONTRACT

The contract shall be amended as set out below.

1 General

Clause 11 Identified and defined terms

Insert the following definitions:

Clause 11(23) Defined Cost

Retain the existing text and at the end of the definition add the following words:

“and the Contractor shall at all times present information on Defined Cost to the Project Manager and Employer in the form of the Exemplar Cost Schedule set out at Appendix C

Clause 11(24) Disallowed Cost

Retain the existing text and at the end of the definition add the following words:

“including the examples of Disallowed Cost set out in the Exemplar Cost Schedule at Appendix C which shall be a non-exhaustive list and the Contractor shall at all times present information on Defined Cost to the Project Manager and Employer in the form of the Exemplar Cost Schedule set out at Appendix C

Clause 11.2 (34) Designated Subcontractors

means those sub-contractors appointed by the *Contractor* that have a design responsibility;

Clause 11.2 (35) Professional Team

means any project manager employer’s agent, CDM coordinator, architect quantity surveyor structural engineer mechanical and electrical services engineer and other professional advisers whose services are from time to time appointed by the *Contractor* and references to a ‘member of the Professional Team’ shall be construed accordingly;

Clause 11.2 (37) Contractor’s TRT Method Statement

means the Contractor’s Targeted Recruitment and Training method statement set out at Schedule 6 for this Contract;

Clause 11.2(40) Intellectual Property Rights

means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether

registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

Clause 11.2(41) Pre-Construction Fee

means the fixed fee set out in the purchase order to be paid by the Employer to the Contractor for the performance of all relevant Pre-Construction Services in relation to the Contract;

Clause 11.2(41) Pre-Construction Services

means such of the services as are set out in the Works Brief (brief particulars of which are attached at Appendix B together with any additional services agreed by the parties and where reference is made to the Works in the Contract, such reference shall at all times be deemed to include the Pre-Construction Services;

Clause 12 Interpretation and the law

Amend sub-clause 12.1: At the end of the clause remove the full stop and add “and any references to any statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it.”

Clause 14 The Project Manager and the Supervisor

Add the following clause:

Clause 14.5 No inspection testing approval or review nor any omission to inspect test approve or review on the part of the *Employer* is to diminish any duty or liability hereunder of the *Contractor*.

2 The Contractor’s Main Responsibilities

Clause 20.5 Insert new clause 20.5:

"Save to the extent obliged to do otherwise under or pursuant to the contract, the *Contractor* will not specify for use and use reasonable skill, care and diligence to ensure that Subcontractors and/or consultants (including but not limited to the Professional Team) do not specify for use in the Works any materials or substances which at the time of specification are not approved or not recommended or are identified as being deleterious, in the particular circumstances in which they are specified for use. If the *Contractor* becomes aware that any such materials are being used or specified in relation to the works the *Contractor* will notify the *Project Manager* in writing as soon as practicable

Clause 21.1 Delete clause 21.1 and replace with the following:

"The *Contractor* accepts and shall be fully responsible for the design of the *Works* including all designs contained in the *Works Information*, and any design(s) which the *Contractor* prepares or has prepared or has caused or shall cause to be prepared or issued by the Professional

Team or any Subcontractors."

Clause 21.2 Delete clause 21.2 and replace with the following:

The *Contractor* will submit the particulars of his design of the elements of the *Works* set out in the design approval procedure in the Works Information.

Clause 21.4 Insert the following new clause:

The *Contractor* warrants to the *Employer* that it has complied, and will at all times comply, with the terms of this contract and any specifications or requirements included or referred to in this contract and that it has exercised, and will continue to exercise, the degree of skill, care and diligence reasonably to be expected of a competent contractor, and (to the extent that the *Contractor* is responsible for any design under this contract) the degree of skill, care and diligence reasonably to be expected from a competent professional designer or combination of designers, holding himself or themselves out as being competent to carry out the construction and design of the Works.

6 Compensation Events

Delete existing sub-clause 60.3 and replace with: The *Employer* gives no warranty and makes no representation as to the accuracy or completeness of the Site Information. In so far as the *Contractor* relies on the Site Information he does so at his own risk.

Amend sub-clause 60.4: Add new Clause 60.4:
If an event is included as a *Contractor's* risk in the Risk Register it is not a compensation event.

Clause 60.1(10) At the end of Clause 60.1(10) add the following

"or unless the *Employer* had reasonable grounds based on a previous search in the same *section* revealing that materials goods or work of a similar nature in the same *section* were not in accordance with the *contract* for suspecting that such materials goods or work were not in accordance with this *contract*."

Clause 60.1(12) Delete this clause.

Clause 60.1(19) Delete this clause.

Clause 60.3 Delete this clause.

9 Termination

Clause 91 Reasons for termination

Clause 91.1 Delete the line that commences "had an administration order made against it (R8)" and replace it with the following

" an application is made to court against it, or an order if made, for the appointment of an administrator or where there is a notice of intention to appoint an administrator given or if an administrator is appointed over

the Contractor (being a company) (R8)”

Clause Z2

PARENT COMPANY GUARANTEE AND BOND

Insert a new additional condition of contract as follows:

Z2 It is a condition precedent to the obligation of the *Employer* to pay any sums under this Contract that the *Contractor* has provided to the *Employer* those collateral warranties then due under additional condition Z3 and:

(a) delivered to the *Employer* an executed parent company guarantee in the form set out in Appendix D to this contract duly executed as a deed by the *Contractor's* ultimate parent;

(b) delivered to the *Employer* an executed bond in the form set out in Appendix E to this contract by a surety approved in its absolute discretion by the *Employer*.”

Clause Z3

COLLATERAL WARRANTIES

Insert a new additional condition of contract as follows:

Z3.1 "At the request of the *Employer*, whether before or after the completion of the Works, the *Contractor* shall execute as deeds and deliver to the *Employer*, within twenty-one days of any such request any or all of the following one or more deeds of warranty in the form set out in Appendix F to this contract with such amendments as the *Employer* may reasonably require in favour of:

(a) a party or parties purchasing the premises comprising the works or any part thereof;

(b) a party or parties taking, a lease of the premises comprising the works or any part thereof;

(c) a party or parties providing finance to the *Employer* in connection with the works, or any such purchaser or lessee of any part of the works; and

(d) the *Employer* or its successors, in the event the *Employer* or its successor assigns or novates this contract.

Z3.2 *The Contractor*, when requested by the *Employer* procures that any Subcontractor with a design responsibility employed by it in relation to this contract, whether before or after the completion of the works, executes as a deed in the form set-out in Appendix H to this contract with such amendments as the *Employer* or its successor may reasonably require and delivers to the *Employer* within a further twenty one days of any such request the deed to be in favour of the *Employer* or its successor, and any person:

- (a) purchasing the premises comprising the works or any part thereof;
- (b) taking a lease of the premises comprising the works or any part thereof; and
- (c) providing finance to the *Employer* in connection with the works, or any such purchaser or lessee of any part of the works.

Z3.3 The *Contractor* procures that in relation to the any member of the Professional Team engaged by it or novated to it to design any part of the works, whether before or after completion of the works, executes as a deed and delivers to the *Employer* or its successor a deed of warranty in the form set out in Appendix G to this contract with such amendments as the *Employer* or its successor reasonably requires within a further twenty-one days of such request, the deed to be in favour of the *Employer* or its successor, and any person:

- (a) purchasing the premises comprising the works or any part thereof;
- (b) taking a lease of the premises comprising the works or any part thereof; and
- (c) providing finance to the *Employer* in connection with the works, or any such purchaser or lessee of any part of the works.

Z3.4 If the *Contractor* fails to execute and deliver any such deed pursuant to additional condition Z3.1 above, within a further seven days of the *Employer's* final request, the *Employer* may execute such deed on the *Contractor's* behalf, and the *Contractor* hereby appoints the *Employer* as the *Contractor's* attorney for the purpose of executing any such deed and the *Contractor* agrees to ratify and confirm any act done by the *Employer* pursuant to this power of attorney, and agrees that this power is irrevocable pursuant to Section 4, Powers of Attorney Act 1971."

Clause Z4

NOVATION

Insert a new additional condition of contract as follows:

Z4 If requested by the *Employer*, the *Contractor* shall within 7 days of the request, execute as deeds and deliver to the *Employer* deeds of novation in the form set out at Appendix I of the appointment of the architect and the engineer or any other consultant in the *Employer's* professional team."

Clause Z5

CONTRACTOR'S TRT METHOD STATEMENT

Z5.1 The Contractor shall actively participate in the potential for economic, social and environmental wellbeing and regeneration resulting from this Contract and agrees to deliver the Contractor's TRT Method Statement at the times and in the manner set out therein.

Z5.2 The Contractor agrees to review and update the Contractor's TRT

Method Statement throughout the course of the Contract in discussions with the Employer and Project Manager.

Clause Z6

CONTRACTOR'S CONSULTANTS AND SUBCONTRACTORS

Z12.1 The *Contractor* shall forthwith upon execution thereof provide the *Employer* with a copy of the:

Z12.1.1 deed of appointment (the terms of which shall have been previously approved in writing by the *Employer*) entered into with any consultant the *Contractor* may retain to provide design services to the *Contractor* in relation to the Works; and

Z12.1.2 the subcontract entered into with any Subcontractors with design responsibility. Z12.2 If the *Contractor* shall terminate the appointment of the consultant or Designated Subcontractor referred to in Z12.1 above, the *Contractor* shall forthwith give notice in writing to the *Employer* of such event and as soon as practicable appoint or employ a substitute to be approved by the *Employer* such approval not to be unreasonably withheld or delayed. The *Contractor* shall procure the execution by such substitute of deeds of warranty on like terms to those provided in additional condition Z3 (as the case may be) upon the appointment of any such substitute and deliver the same forthwith to the *Employer*.

Clause Z7

PROFESSIONAL INDEMNITY INSURANCE

Insert a new additional condition of contract as follows:

"Z13.1 Without prejudice to the *Contractor's* obligations under this contract or otherwise at law, the *Contractor* undertakes and warrants that it forthwith procures and maintains at its own cost professional indemnity insurance for a sum not less than [£5,000,000 to £10,000,000] in respect of each and every claim to cover the *Contractor's* obligations relating to this contract.

Z13.2 The insurance is to be with a reputable insurance company carrying on insurance business in the United Kingdom, not subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent contractors with good claims records and who are of similar size and experience as the *Contractor*.

Z13.3 The insurance is maintained by the *Contractor* for a period of twelve years from the Completion Date and for such period as the *Contractor* has any liability to the *Employer* (howsoever arising), and for so long as cover remains available on commercial rates and terms to competent contractors with good claims records of a similar size and experience as the *Contractor*.

Z13.4 The *Contractor* produces to the *Employer* on demand (but not less than once in any period of 12 months) reasonably satisfactory evidence that the insurance required is in force, and in any event

notifies the *Employer* as soon as reasonably practicable upon its inability to obtain cover, or the cancellation of the insurance, or its inability to renew the insurance.

Z13.5 In respect of a claim by or on account of the *Employer*, the *Contractor* holds any such money received from such insurance (except for the *Contractor's* legal costs in respect of that particular claim) on trust for the *Employer*, and does not make any deduction from those monies without first obtaining the *Employer's* consent in writing."

Clause Z8

PROMPT PAYMENT

Z14.1 In order that the *Project Manager* can assess the amount due at each assessment date, the *Contractor* shall provide to the *Employer* such written proof of payment of the amount that the *Contractor* has notified that the any Subcontractor is due for payment in accordance with the Subcontracts of Designated Subcontractors in relation to any previously certified amounts and in a manner that the *Project Manager* shall so require.

Z14.2 In the event that the *Contractor* fails to provide such written proof of payment within and at the time of each and every assessment date ("the Discrepant Application") it shall be a condition precedent to the *Contractor's* entitlement to payment of the value of the relevant Designated Subcontractor's work in that interim assessment, in relation to any further assessments that the *Project Manager* may undertake that such written proof of payment is provided to the satisfaction of the *Project Manager*. Once the *Contractor* has satisfactorily provided such proof of payment the value of the relevant Designated Subcontractor's work shall, subject to the terms of this Contract, become due in the next assessment by the *Project Manager*.

Clause Z9

BREEAM

The *Contractor* shall carry out and complete the design and construction of the Works under this Contract in accordance with the [insert the version of BREEAM relevant] and in accordance with the process and rating set out in the Works Information.

Clause Z10

Pre-Construction Services

Agreeing Pre-Construction Services

Z10.1 As a condition to the commencement of this Contract, the Employer shall agree with the Contractor:-

- (a) the Pre-Construction Fee;
 - (b) (in conjunction with the Professional Team) a programme for the carrying out of the Pre-Construction Services and the Works, including a date for commencement and a completion date, which shall be based on the target programme provided to the Contractor by the Employer in reasonable time prior to the entry into the relevant agreement for Pre-Construction Services; and
- 4.2 the precise Pre-Construction Services comprised in the Contract together with any relevant specifications or quality standards to be achieved, which shall be based on the Works Brief provided to the Contractor by the Employer in reasonable time prior to the entry into the relevant agreement.

Effect of failure to reach agreement

Z10.2 The parties will use their respective reasonable endeavours to agree the matters referred to in clause 1 in the shortest practicable time. If they fail to do this within a reasonable time (as determined by the Employer by reference to its need for the Contract to be carried out and its prospects of arranging for someone else to carry it out) the Employer will be at liberty to arrange for others to carry out the relevant services if the Employer considers that agreement has not been, or is unlikely to be, agreed in time to enable the Works to be designed and carried out in accordance with the target programme for these activities. The effect of the failure to reach agreement on the matters referred to in clause 1 shall also be deemed to be a termination by mutual consent of the Contract whereupon the parties shall agree the value of the Pre Construction Services and any balance due to one party shall be paid within 21days of the assessment.

Agreeing matters to go into the Contract

Z10.3 Following completion of the Pre-Construction Services, the Employer shall agree with the Contractor: -

Z10.3.1 if NEC Option C is selected, a “Target Cost” [and “Guaranteed Maximum Cost”](as both terms are defined in the Contract

Z10.3.2 the Accepted Programme and Completion Date and any Key Dates(as all are defined in the Contract);

Z10.3.3 [Defined Cost

Disallowed Cost

The Prices

The Fee

Activity Schedule

Conditions of Subcontract

Risk Register

Contract Data – parts one and two]

Z10.3.4 the precise Works required to be carried out by the Contractor together with any relevant specifications or quality standards to be achieved and any other information necessary to complete the Contract.

Z10.4 The parties will use their respective reasonable endeavours to agree the matters referred to in clause Z10.3 in the shortest practicable time. If they fail to do this within a reasonable time (as determined by the Employer by reference to its need for the Contract to be carried out and its prospects of arranging for someone else to carry it out) the Employer will be at liberty to arrange for others to carry out the Contract if the Employer considers that the Contract has not been, or is unlikely to be, agreed in time to enable the Works to be designed and carried out in accordance with the target programme for these activities. The effect of the failure to reach agreement on the matters referred to in clause Z10.3 shall also be deemed to be a termination by mutual consent of the Contract whereupon the parties shall agree the value of the Pre Construction Services and any balance due to one party shall be paid within 21days of the assessment.

Binding Contract

Z10. 5 The issue of a Contract by way of a signed purchase order substantially in the form set out in Schedule 5 to the Framework Agreement between the Employer and the Contractor shall constitute a binding contract between the Employer and the Contractor.

Schedule 6

Targeted Recruitment and Training Clause

1. Introduction

The Contractor is required to actively participate in the economic and social regeneration of the locality and it is a requirement that at the same time as entering into the Contract the Contractor shall deliver specified targeted recruitment and training outcomes as set out in 2 below.

This requirement will ensure delivery of policies and commitments contained within the relevant strategies of each of the Participating Authorities and will be detailed within the individual contract packages.

2. The Requirements

Contractors are required to submit a Targeted Recruitment and Training Method Statement with each valid tender, using the attached pro-forma, setting out how the following outcomes will be achieved without cost to the Participating Authorities.

2.1 New Entrant Trainees

A minimum number of person weeks will be specified within the contract particulars for the employment of new entrant trainees from sources identified by the Participating Authority where:

- *a person-week is the equivalent to one person being employed for 5 days either on the development site **or on other sites** with the agreement of the client, such agreement not to be unreasonably withheld;*
- *new entrant trainee⁽⁵⁾ is a school or college leaver or an adult that has not been employed in the construction industry during the previous 6 months⁽⁶⁾ and who is undertaking training towards a construction industry recognised qualification.*

2.2 Recruitment

Every vacancy on site, including those with sub-contractors, is to be notified to the person or body identified by the Participating Authority at least 3 working days before recruitment from other sources and all candidates identified are to have equality of opportunity in the selection process.

2.3 Remuneration

Trainees and recruits must, as a minimum, be paid in accordance with industry norms and must have terms and conditions of employment that are at least equivalent to those provided to workers that have equivalent skills and experience.

Employers are encouraged to increase the remuneration of trainees in line with their experience and productivity.

⁵ A trainee could be registered as an apprentice with an industry recognised body (who can be counted as a 'new entrant' for up to 104 weeks) or a person that has a trainee contract or a contract of employment or self-employment that are not apprentices (who can be counted as a 'new entrant' for up to 52 weeks).

⁶ Other than as a 'new entrant trainee' whose existing contract of employment or apprenticeship agreement is being terminated and who is therefore seeking another position through a named agency to complete their training period.

2.4 Opportunities for Sub Contractors /Additional Suppliers

For any sub contracting or supply chain opportunities the Contractor is to include in each list of firms invited to tender at least two firms agreed by the nominated person from the Participating Authority . The suitability of the firms nominated by the Participating Authority shall be assessed by the Contractor. If any of the firms nominated are subsequently deemed unsuitable then the Contractor is to provide a detailed report to the Participating Authority outlining the reasons for not inviting the firm to tender together with suggestions as to how that firm may overcome the identified shortcomings.

2.5 Monitoring & Verification Information

The contractor will develop monthly monitoring reports in partnership with the employer to be submitted at monthly site meetings as an agenda item. TR&T Requirements will be monitored by the employer by a designated team of staff. Pro forma forms to report will be provided to include information such as:

- number of weeks employment of new trainees,
- postcodes of those trainees,
- number of persons employed on the site with their postcodes,
- number of vacancies which have arisen on site,
- details of sub contracting opportunities and postcodes of subcontractors/suppliers to this project

3. Contractor and Sub-contractor Compliance

It is the Contractor's responsibility to develop a working method that will deliver the targeted recruitment and training requirements and supply-chain opportunities and related monitoring and verification data, and obtain the full co-operation of contractors and subcontractors in delivering these requirements.

4. Support

4.1 The inclusion of targeted recruitment and training requirements does not comprise or imply any promise on the part of Participating Authority or their partners or agents to provide suitable trainees or labour. Any action taken by these bodies or their agents to broker relationships between the Contractor and local individuals / firms / agencies does not imply that they or their agents consider the individual / firm / agency as suitable for engagement by the Contractor. All recruitment, supervision and discipline responsibilities rest with the Contractor and Sub-contractors. Within this context, the Participating Authority will work with local agencies to help facilitate the achievement of the recruitment and training requirements;

4.2 Prior to completing the Method Statement bidders are advised to refer to the Targeted Recruitment and Training Information Sheet (~~enclosed with tender pack~~) that will give information on local training and resources and provide some guidance notes for completion of the method statement. All of these providers will operate an appropriate equal opportunities policy.

5. Contacts

The Participating Authority will provide the contact names, e-mail addresses and phone numbers for individuals and/ or bodies in relation to all TRT issues.

Schedule 6 Appendix A

PRO-FORMA TARGETED RECRUITMENT & TRAINING METHOD STATEMENT

PARTICIPATING AUTHORITY

NAME OF PROJECT

Name of Company

Contact Name

Position

Telephone number(s)

E-mail address

I confirm that this Method Statement sets out the actions that will be undertaken to ensure the achievement of the ***Participating Authorities*** Targeted Recruitment & Training Requirements. It is recognised that delivery of these requirements will be a contract condition.

Signed

(Print Name)

Date

Ensure that information is provided in each of the following sections. This document must be submitted as part of each valid tender, you may use supplementary sheets to answer the questions numbered and attached to the original method statement.

Note: Tenderers are recommended to obtain information ***from contact name***

Section 1. Numbers of New Trainees

1.1 Training opportunities to be provided. Please complete Table 1 in relation to the Tender

Table 1 allows the Employer to check that the requirements detailed will be delivered through a suitable mix of apprentices and ‘other trainees’. Clarification may be sought if the selected mix will not maximise opportunities or be easily delivered through the contract. To ensure continuity of training a trainee may be moved to other sites the Contractor is working on to achieve the desired training weeks (conditions may apply)

Table 1 Person-weeks to be delivered by new trainees (excluding work placements)

Trade / occupation	Total Trainee-weeks and Trainees			
	Apprentices		Other Trainees	
	P/wks	No.	P/wks	No.

Notes:

P/wks - A person-week is the equivalent of one person working for 5 days either on site, or through a mix of on-site work and off-site training. To provide continuity of training and employment this can include time on other sites with the agreement of the Employer.

No. - enter here the number of trainees that will be recruited to deliver the p/wks.

A new entrant is a person that is leaving an educational establishment (e.g. school, college or university) or a training provider, or a non-employed person that is seeking employment that includes on-site training and assessment or offsite training, or a mix of these. Or a “new entrant trainee” whose existing contract of employment or apprenticeship is being terminated and therefore seeking another position to complete their training period

An apprentice is a person registered as an apprentice with an industry recognised body. Each apprentice can be counted as a ‘new entrant’ for up to 104 weeks.

Other Trainees – people that have a trainee contract, a contract of employment or self-employment that are not apprentices. Each ‘other trainee’ can be counted as a ‘new entrant’ for up to 52 weeks.

- 1.2 Please show in Table 2 the number or person-weeks that will be offered as work-experience opportunities for unwaged trainees. Some of these opportunities may not be utilised.

The Participating Authority is interested in providing general site experience for under achieving young adults and school leavers of 16+ age group who may benefit from gaining site experience to progress them to employment or training.

Table 2 Un-waged Work-experience Opportunities

Occupation/Activity	No. Person-weeks
Total	

Sections 2 to 5

The answers to sections 2 to 5 should demonstrate that the contractor has understood the requirements, and read the Information Sheet. The answers should satisfy good practice as interpreted by the Employer and the supply-side organisations. Innovations and added value may be included in Section 4. Questions should be answered on a separate sheet of paper and submitted with this pro-forma with tables 1, 2 & 3 completed.

Section 2: Support for Trainees / Training

2.1 Will you be using sub contractors as part of this project?

2.2 if so, will you be employing the trainees referred to in Table 1 yourself or will you be looking to your sub contractors to take on trainees?

2.3 With reference to the question above, what proportion of the trainees in Table 1 will your organisation be employing?

2.4 Tell us about the arrangements you will make to provide mentoring and support for trainees to ensure achievement of industry accreditation?

2.5 What will you do to give the trainees optimum experience on site?

2.6 What arrangements will you make to recruit apprentices and other trainees, including under achieving young people and adults that have been unemployed for over 6 months?

2.7 What agencies do you propose to work with and what training initiatives would you seek to utilise in achieving Targeted Recruitment and Training on this project?

2.8 What steps will you take to maximise the number of new entrant trainees that are retained after the completion of the time they can be counted as 'new entrant trainees', and what percentage of new entrant trainee starts would you hope to retain at this stage?

Section 3: Vacancies / Sub Contractors Management

Notification of Job Vacancies

3.1 What arrangements will you make to notify all job vacancies to **the Participating Authority**, providing time for applications from these sources to be considered?

3.2 What arrangements will you make to ensure candidates identified by **the Participating Authority** have an equality of opportunity in the selection process?

Contractor / Sub contractor Compliance

3.3 If sub contractors are being used, how will you obtain the cooperation of your contractors and subcontractors to ensure the delivery of the TR&T requirements?

Management

3.4 Who will be responsible for the delivery of the TR&T requirements on site and/or for the company?

3.5 How will the monitoring information be collected in order to provide evidence of performance? Who will be responsible for this?

3.6 How will you ensure that personal information on each trainee can be provided to the Employer?

Section 4: Additional Information

4.1 Please provide here any other information about your commitment and the approach and actions you intend to take. How will you ensure delivery of the recruitment and training requirements and assist the **Participating Authority** in demonstrating an impact on deprivation through this contract, including any innovative ideas?

Section 5: Costs

Please complete Table 3 in relation to the resources required to deliver the TR&T Requirements. Please demonstrate by use of this table how the TR&T will be delivered in a cost-neutral way to **the Participating Authority**.

Table 3. Summary of Targeted Recruitment & Training Resources

Cost Item	£	Basis of calculation
Management and administration		
Training costs		
Additional site costs		
Mentoring and support activities		
Total cost		
Sources of Funding and other Resources		
Construction Skills Grants if applicable		
Contribution from company staff / overheads		
Trainees productivity		
Services from other external agencies		
Total of additional resources		
Net Cost	NIL	Difference between Total cost and Total of additional resources. <u>This should be NIL</u>

SWWRCF VOLUME 2

APPENDIX A

Part 1

SCOPE OF PRE-CONSTRUCTION SERVICES

In conjunction with the Employer and the Professional Team

- Prepare and agree with the Employer, an Accepted Programme showing completion of the pre-construction activities and the programme for the construction of the Works.
- Prepare material and component flows for the construction of the Works and identify those which require advance ordering and processing.
- Assist the Employer in developing the Works Brief.
- Provide relevant input to assist the Professional Team in carrying out the design of the Works to meet the Works Brief sufficient to enable construction to proceed under the Contract for the construction of the Works and demonstrate the functionality of the design and its compliance with the Works Brief.
- Formulate and agree proposed construction methods taking into account “buildability” and the need to achieve the efficient delivery of the Works by adequate pre-planning.
- Advise on the provision and layout of site facilities and services to be provided and procured by the Contractor.
- Agree the breakdown of the Works into suitable packages for procurement and agree the Designated Subcontractors and other subcontractors who will be responsible for key subcontract packages with a view to obtaining their input to “buildability” and efficient working practices and overall best value.
- Prepare lists of preferred subcontractors for non-key subcontract packages for the tendering or negotiating of packages of works and consider the most effective method for choosing subcontractors to carry out individual packages of works to deliver best value.
- In conjunction with the Professional Team, agree a Target Cost, Guaranteed Maximum Cost and Contractor’s Margin for the construction of the Works and the basis upon which evidence of Actual Cost will be provided during the construction of the Works.
 - The Employer, involving any relevant specialist contractors, prepare and manage a Risk Register throughout the period of this contract and the proposed separate contract for the construction of the Works.

SW.W.R.C.F. VOLUME 2
APPENDIX B CONTRACT
FORM OF PURCHASE ORDER

--	--

Parties and Contacts

<p>The <i>Employer</i> is</p> <p>Name: ...[insert name of [Gateway/Relationship] Manager] [insert name of authority][Council] Address: [insert address and postcode] Contact Details: </p>	<p>The <i>Contractor</i> is</p> <p>Name: ..[insert name of Framework Manager] [The Contractor] Address: Company No:..... Contact Details.....</p>
---	--

Works Details

Project Title..... Location /Site: Project Brief No:
--

Works/Services

PLEASE SUPPLY

Details of Works/Services	£	P
[Perform the Pre-Construction <i>Services</i> which are set out in the Works Brief at [reference] pursuant to this Purchase Order] ⁷ Fixed Fee Perform the Works/ <i>Services</i> which are set out in the Works Brief at [reference] pursuant to this Purchase Order		
TOTAL		

⁷ Delete where Pre-Construction Services are not required

INCORPORATION OF DOCUMENTS

This purchase order written as a Deed, incorporates the following:

1. the NEC 3 Engineering and Construction Contract, third edition June 2005 (with amendments June 2006), [Option A Priced Contract with Activity Schedule, Option B Priced Contract with Bill of Quantities; Option C Target Contract with activity schedule; Option D Target Contract with Bill of Quantities] as amended herein; and
2. the secondary options [X1, X5, X7, X16, 20, Y(UK)2, Y(UK)3] as amended herein and Z; and
3. The Works Brief which includes the Works Information, all Drawings, Specification and such other technical information referred to in the Works Brief; and
4. The Contract Data, parts 1 & 2;
5. The following clauses and associated definitions of the Framework Agreement between the Employer and the Contractor dated [] 4.8 to 4.11; 8; 15 to 28 and those provisions shall apply to this purchase order mutatis mutandis and in the event of conflict between any other provision these provisions shall prevail;
6. [Any other document expressly incorporated by either the Contract Data or the Z clause amendments eg Contractor's TRT Method Statement,]

Execution

Signed As a Deed:

Official Designation:

Signed as a Deed:

[Contractor]

Payment History – for Employer’s use only

Invoice Number	Date Passed	Amount		Initials
		£		

PROPERTY CONSTRUCTION WORKS FRAMEWORK

WORKS BRIEF

[INSERT NAME OF EMPLOYER] WORKS BRIEF			
Project Brief No:		Date Issued	Response Required By:
Location:			Grid Ref:
Scheme Title:			
Scheme Category:			
Description of Work (including outputs and target dates)			
Employer Project Manager			Phone Number
Budget Source/Amount:			

Attachments as Appendices to this Brief

Contract Data Part 1		Ref:	
Works Schedule		Ref:	
Preliminaries			
Programme:		Ref:	
Drawings		Ref:	
NBS		Ref:	
Risk Assessment		Ref:	

**S.W.W.R.C.F VOLUME 2
APPENDIX C**

Exemplar Cost Schedule Tender Response		
Project:	Cost summary - New Build	
	GIFA	m ²
	New Build	m ²

Element	new build	total £
Cost Summary		
1 Substructures		
2 Superstructures		
2A Frame		
2B Upper floors		
2C Roof		
2D Stairs		
2E External walls		
2F Windows and external doors		
2G Internal walls and partitions		
2H Internal doors		
3 Internal finishes		
3A Wall finishes		
3B Floor finishes		
3C Ceiling finishes		
4A Fixtures and fittings		
5 Mechanical and electrical installations		
5A Sanitary appliances		
5B services equipment		
5C Disposal installations		
5D water installations		
5E Heat source		
5F heating and cooling		
5G ventilating system		
5H Electrical installations		
5I Gas installations		
5J lift installations		
5K Protective installations (including internal CCTV)		
5L Communication installations		
5M ICT infrastructure works		
5N Special installations		

50	BWIC		
<hr/>			
6	External works		
6A	site clearance		
6B	Hard play, car parks and roads		
6C	soft landscaping		
6D	sports pitches including equipment		
6E	Incoming services and statutory connections		
6F	Drainage		
6G	site lighting		
6H	Fencing		
6I	External CCTV		
6J	Other works		
7	Abnormal costs		
7A	site restrictions		
7B	site conditions		
7C	Infrastructure		
7D	other abnormal with life-cycle		
7E	Temporary accommodation		
7F	Demolitions		
7G	other abnormal without life-cycle		
8	Preliminaries		
		Sub-total	
9	Fees (where applicable)		
9A	Contractor Pre Construction costs		
9B	Design team fees		
9C	statutory fees and charges		
	Planning		
	Building control		
9D	survey fees-allowances		
	Fabric condition survey		
	structural survey		
	m&e survey		
	Asbestos survey		
	Drainage survey		
	Geotechnical		
	Topographical survey		
	Traffic/green tp		
	Part L-air pressure test		
	Archaeological / ecology / environmental surveys		
	BREEAM assessor		
	Planning supervisor		

9E	Sundry fees & expenses-finance		
10A	Overheads		
	Bond		
	CITB levy		
	Project management-bid cost		
	Buying margin		
10B	Profits		
11	Contingencies		
11A	Design and construction contingency		
11B	Risk allowance		
	Total construction costs		

Exemplar Cost Schedule-Preliminaries					
Cost Component	Defined Costs		Disallowed Costs	Head Office Overheads (Fee)	Comments
	Site	Prelims			
Contractors Labour					
All Trades					
Base Labour Cost	X				
Productivity Bonuses	X				
Overtime	X				
Labour on Cost					
Holiday Pay	X				
Employers NI	X				
Pension	X				
Union Subs	X				
Health Insurance	X				
Lodge	X				
Travel	X				
Subsistence	X				
Employers & Public Insurances / Levies	X				
CITB Levy	X				
Sickness				X	
Severance Pay				X	
Training Costs				X	
Small tools		X			
Vans		X			
Van running costs		X			
PPE		X			
Material Costs					
Invoice material costs and any discounts	X				
Equipment - hired & Owned					
Hire Rate	X				
Depreciation/ maintenance costs	X				
Transporting costs	X				
Damage				X	
Cost to replace stolen items				X	
Sub - Contractors					
Subcontractor payments including discounts	X				
Contractors Staff					
Site Staff					
Project/ Contractors Manager		X			
Site Agents/ Planners		X			
Foreman		X			
Surveyor		X			
Engineers		X			
Tenant Liaison		X			
Admin Staff		X			
Trainees		X			
Others - Please specify		X			
Staff on Costs					
Bonuses		X			
Overtime		X			
Pension		X			

Union Subs		X			
Professional Subscriptions fees		X			
Health Insurance		X			
Lodge		X			
Travel		X			
Insurances/ levies EL &PL etc.		X			
Sickness				X	
Severance Pay				X	
Training costs				X	
Company Cars		X			
Travel Expenses, including to and from working area		X			
Site/ Project Specific					
Cleaning/ Drying Costs	X				
Site Operating Expenses		X			
Stationary				X	
Contract Insurances/ Bond Costs		X			
Non Mechanical Plant	X				
Mechanical Plant	X				
Tools/ PPE		X			
Site Office/ Welfare - including site office furniture		X			
Site Transport		X			
Site Security		X			
Scaffolding	X				
Hoarding/ Fencing	X				
Setting Out	X				
Unload/ double handling	X				
Temporary Works	X				
Fees - eg Considerate Constructors		X			
Temporary power		X			
Temporary Water		X			
Communications - site mobiles, fax, photocopier, telephone.				X	
QA Testing				X	
Safety & Training (site specific only, approved by employer)	X				
Maintenance		X			
Protection	X				
Traffic Management	X				
Example of Disallowed Costs					
Insufficient proof payments have been made					
Incorrect amount being paid to contractor					
Cost of plant & materials not being used to provide a service					
Any pain/ gain outside the main contract agreement (Design and sub contract pain/gain to be paid from contractor main share)					
Correcting defects that have already been corrected previously					
Time spent in agreeing final account after completion of the works					
Preparation of and conduct of an adjudication or proceedings tribunal					
Head Office Set up					
Directors				X	
Purchasing department				X	
Accounts department				X	
Estimating department				X	
Managing Quantity Surveyors				X	
PR/ Marketing/ Advertising				X	
Human Resources				X	

Head office administration				X	
Training				X	
Office Equipment etc				X	
Computers/ IT					
Head Office Telephones / It				X	
It, software & Hardware including laptop computers				X	
Office postage				X	
Trade subscriptions				X	
legal; fees				X	
Head office building costs				X	
IT hardware				X	
Laptops				X	
IT software - Contractor				X	
Mobile phones & calls				X	
Cameras				X	
Overhead projectors etc.				X	
Photocopiers				X	
Fax Machines				X	
Desk telephones & calls				X	
stationary				X	
Financing charges				X	

DATED

20[..]

SWWRCF VOLUME 2 APPENDIX D

(1) [GROUP] LIMITED/PLC
(2) [INSERT EMPLOYER NAME]

PARENT COMPANY GUARANTEE
RELATING TO
[DETAILS OF CONTRACT]

THIS DEED IS MADE AND DELIVERED ON THE
20 []

DAY OF

BETWEEN:

- (1) [] whose registered office is at [] ("**Guarantor**"), and
- (2) [**insert name of Employer**] of [**insert address of Employer including postcode**] together with its successors and its permitted assigns ("**Employer**").

INTRODUCTION:

- A The Employer and [] ("**Contractor**") have entered into a Framework Agreement ("**the Framework Agreement**") dated [] for the calling off of design and construction works contracts under the framework.
- B By a contract dated [] the Employer and the Contractor have entered in a contract for design and construction works ("**the Contract**")
- C The [Guarantor is the ultimate parent company of the Contractor] [Guarantor is a [wholly-owned] subsidiary of the Contractor], and has received and considered a copy of the Framework Agreement and the Contract.
- D It is a condition of the Framework Agreement and the Contract that the Contractor procures the execution and delivery of a parent company guarantee in the terms set out below.
- E The Guarantor has agreed, amongst other matters, to guarantee the due and proper performance by the Contractor of the Contractor's obligations arising under in connection with and pursuant to the Contract upon the terms of this Deed.

NOW IT IS HEREBY AGREED AS FOLLOWS:

29. The Guarantor hereby:
- 29.1 guarantees as primary obligor to the Employer the due and proper and punctual performance by the Contractor of each and every obligation and duty of the Contractor arising under in connection with and pursuant to the Contract;
- 29.2 agrees that if the Contractor:
- (a) shall in any respect fail to perform any of its obligations or terms arising under the Contract shall commit any breach of any term set out or implied in the Contract; or
- (b) become insolvent within the meaning of "insolvent" in section 113 of the Housing Grants, Construction and Regeneration Act 1996, or proposes or makes any composition or arrangement with one or more

of its creditors with a view of rescheduling any of its indebtedness, proposes or enters into a voluntary arrangement for the composition of debts or a scheme of arrangement, any liquidator receiver administrative receiver administrator compulsory manager or other similar officer is appointed in respect of the Contractor, an application is made to court or an order is made for the appointment of an administrator or a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor or any of its assets or otherwise is unable to pay its debts as they fall due within the meaning of s.123 of the Insolvency Act 1986,

then the Guarantor will forthwith perform and fulfil in the place of the Contractor each and every obligation or term in respect of which the Contractor has defaulted or as may be unfulfilled by the Contractor, and the Guarantor will to the full extent of the Contractor's liability arising under the Contract (but not further) indemnify and save harmless the Employer from and against any and all losses, damages, expenses, liabilities, claims, costs (including the Employer's legal costs on an indemnity basis) or proceedings which the Employer may suffer or incur by reason of the said failure or breach;

- 29.3 acknowledges and agrees that no variation modification amendment supplement alteration or waiver nor any invalidity avoidance unenforceability ineffectiveness void voidable or termination of the terms of the Framework Agreement or the Contract or in the extent, nature or method of performance of matters constituting the works in the Contract and no allowance of time, waiver, forbearance or concession or forgiveness or any other matter or thing concerning the Framework Agreement or the Contract or the conduct or performance by the Contractor of its obligations thereunder shall in any way release the Contractor from any liability under the terms of this Deed, and the Guarantor hereby waives notice to it of any such event;
- 29.4 agrees that this deed shall not be revocable by the Guarantor and that this deed shall be a continuing guarantee, shall be additional to any other guarantee or security from time to time held by the Employer and shall remain in full force and effect notwithstanding the insolvency (as defined above) of the Contractor.
30. Each of the sub-clauses in clause 1 shall constitute separate, independent and enforceable obligations.
31. The Employer may assign this deed or any benefit or part of the benefit of this deed once, and thereafter there may be one further assignment by the Employer pursuant to this clause. The Guarantor may not assign any part of this deed. A reassignment to the Employer on the satisfaction of any security or repayment of a loan or grant shall not count as an assignment for the purposes of the foregoing.
32. This deed shall be governed by the laws of England and Wales as applied in Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof this deed has been executed by the parties and delivered on the day and year first before written.

EXECUTED as a **DEED** by

[GROUP] LIMITED/PLC

acting by a director and its company
secretary or two directors:

Director

Signature

Director/Company Secretary

Signature

**THE COMMON SEAL of the
EMPLOYER**

was affixed

in the presence of:

[affix common seal here]

Authorised signatory

DATED

20[.].]

**SWWRCF
VOLUME 2 APPENDIX E**

- (1) [CONSTRUCTION] LIMITED
(2) [] INSURANCE LIMITED
and
(3) [INSERT NAME OF EMPLOYER]

GUARANTEE BOND
in relation to
[insert name of project]

1.	DEFINITIONS AND INTERPRETATION	80
2.	GUARANTEE BOND	81
3.	ALTERATION OF THE CONSTRUCTION CONTRACT	81
4.	DURATION OF BOND	82
5.	CONTRACTOR'S UNDERTAKING	82
6.	ASSIGNMENT	82
7.	JURISDICTION	82

THIS DEED OF GUARANTEE BOND IS MADE THE DAY OF 20[]

BETWEEN:-

- (1) [] **CONSTRUCTION LIMITED** (registered in England and Wales under company number []) whose registered office is at [] (the "**Contractor**");
- (2) [**INSURANCE**] **LIMITED** (registered in England and Wales under company number []) whose registered office is at [] (the "**Guarantor**");
and
- (3) [insert name of Employer] of [insert name and address of Employer] ("**the Employer**");

33. DEFINITIONS AND INTERPRETATION

33.1 Definitions

In this Guarantee Bond, unless the context otherwise requires; the following expressions shall have the following meanings:-

Bond Amount	means the sum of £[] ([insert bond amount in words] Pounds).
Construction Contract	means a contract dated [insert date] between the Employer (1) and the Contractor (2) for the design (where applicable) and construction by the Contractor of the Works at the Site substantially in the form of contract as follows: the NEC 3 Engineering and Construction Contract third edition June 2005(with amendments June 2006) [Target Cost with activity schedule] and any other amendments agreed by the Contractor and the Employer during the period of this Guarantee Bond.
Expiry	means the date being 7 days after the end of the <i>defects correction period</i> under and in accordance with the Construction Contract which shall be conclusive for the purpose of this Guarantee Bond.
Site	means [insert details of the Site and location]
Works	means the design (where applicable), works, services, goods, materials and equipment to be supplied and/or incorporated by the Contractor as

provided for by, or to be inferred from,
the Construction Contract.

33.2 Successors

Reference to the 'Employer' 'Guarantor' and the 'Contractor' shall include the parties' successors in title and assigns.

33.3 Joint liability

Where two or more persons are included in the expressions "Guarantor", "Employer" or "Contractor", the terms "Guarantor", "Employer" or "Contractor" shall include the plural number and any obligations expressed to be made by or with such party shall be deemed to be made and undertaken by such persons jointly and severally.

33.4 Headings

The headings in this Guarantee Bond are inserted for convenience only and shall be ignored in construing the terms and provisions hereof.

34. GUARANTEE BOND

34.1 The Guarantor guarantees to the Employer that in the event of a breach of the Construction Contract (which for the purposes of this Guarantee Bond shall include any occurrence or omission which results in the termination of the Contractor's obligation to provide the Works under the Construction Contract and shall not be limited to a breach per se of any terms of the Construction Contract) by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the costs expenses losses and damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Construction Contract and taking into account all sums due or to become due to the Contractor.

34.2 The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the Bond Amount but subject to such limitation and to clause 4, the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Construction Contract.

35. ALTERATION OF THE CONSTRUCTION CONTRACT

The Guarantor shall not be discharged or released by any variation modification amendment supplement alteration or waiver nor any invalidity avoidance unenforceability ineffectiveness void voidable or termination of any of the terms conditions and provisions of the Construction Contract or in the extent or nature of the Works and no allowance of time, waiver, forbearance, concession or forgiveness by the Employer under or in respect of the Construction Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.

36. DURATION OF BOND

The obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry save in respect of a demand made in writing by the Employer prior to such date.

37. CONTRACTOR'S UNDERTAKING

The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Construction Contract.

38. ASSIGNMENT

This Guarantee Bond and the benefits hereof may be assigned by the Employer without limitation provided that the Guarantor and Contractor shall be entitled to receive notice of such assignment in writing within a reasonable period of the assignment taking place.

39. JURISDICTION

This Guarantee Bond shall be governed by, and construed in accordance with, the laws of England and Wales as applied in Wales and the Courts of England and Wales shall have non-exclusive jurisdiction with regard to all matters arising in connection with or under this Guarantee Bond.

IN WITNESS whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a deed on the date first above written.

SIGNED AND DELIVERED as a **DEED** by the
CONTRACTOR by the signatures of:

Director

Director/Company Secretary

SIGNED AND DELIVERED as a **DEED** by the
GUARANTOR by the signatures of:

Authorised signatory

Authorised signatory

SIGNED AND DELIVERED as a **DEED** by the
EMPLOYER by affixing its **Common Seal**
in the presence of:

Authorised signatory

DATED

20[.]

**SWWRCF
VOLUME 2 APPENDIX F**

(1) [CONTRACTOR]

AND

(2) [EMPLOYER]

AND

(3) [BENEFICIARY]

DEED OF COLLATERAL WARRANTY

Relating to the provision of

at {[insert details](#)}

1.	INFORMATION	87
2.	BACKGROUND	87
3.	CONSIDERATION	87
4.	WARRANTY AND LIABILITY	87
5.	STANDARDS OF PRODUCTS AND MATERIALS	87
6.	INSURANCE	88
7.	DOCUMENTS	89
8.	ASSIGNMENT	89
9.	INSPECTION OF DOCUMENTS	90
10.	[STEP IN RIGHTS	90
11.	SUCCESSORS	91
12.	SUBCONTRACTORS	91
13.	NOTICES	91
14.	THIRD PARTY RIGHTS	91
15.	APPLICABLE LAW AND JURISDICTION	92

1. INFORMATION

The information completed on page 1 of this agreement forms part of this agreement.

2. BACKGROUND

- 2.1 The Contractor has been appointed by the Employer under the Construction Contract to undertake the construction and the design (if any) of the Works.
- 2.2 The Beneficiary has an actual or prospective interest in the Project.

3. CONSIDERATION

This agreement is made on the date appearing on page 1 between the Contractor and the Beneficiary in consideration of the payment of £1 by the Beneficiary to the Contractor (receipt of which the Contractor hereby acknowledges).

4. WARRANTY AND LIABILITY

- 4.1 The Contractor warrants to the Beneficiary that it has complied, and will at all times comply, with the terms of the Construction Contract and any specifications or requirements included or referred to in the Construction Contract and that it has exercised, and will continue to exercise, the degree of skill, care and diligence reasonably to be expected of a competent contractor, and (to the extent that the Contractor is responsible for any design under the Construction Contract) the degree of skill, care and diligence reasonably to be expected from a competent professional designer or combination of designers, holding himself or themselves out as being competent to carry out the construction and design of the Works.
- 4.2 The Contractor has no liability under this agreement which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Construction Contract as joint employer and the Contractor shall be entitled in any action or proceedings by the Beneficiary under this agreement to rely on any limitation in the Construction Contract and to raise the equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have had if the Beneficiary had been named as the Employer under the Construction Contract. It shall not be a defence to any action brought against the Contractor under this Agreement that the Employer has suffered no loss under the Construction Contract previously. Upon the expiration of 12 years from the completion date of the Works in accordance with the Construction Contract the liability of the Contractor under this agreement shall cease, save in relation to any claims made by the Beneficiary against the Contractor and notified previously in writing by the Beneficiary to the Contractor.

5. STANDARDS OF PRODUCTS AND MATERIALS

- 5.1 The Contractor warrants to the Beneficiary that (unless otherwise authorised or instructed by or on behalf of the Employer):

- (a) in relation to any part of the Works for which the Contractor is responsible for the design, it has exercised, and will exercise, all reasonable skill care and diligence in accordance with this agreement to see that it has not specified, selected, approved or authorised for use and will not specify, select, approve or authorise for use; and
- (b) it has not used, and will not use, in connection with the Works any product or material or Construction practice or technique which is prohibited by the Construction Contract or is not in conformity with relevant British or European Union Standards and/or Codes of Practice or which at the time of specification, selection, approval or authorisation is otherwise generally known within the UK construction industry to be deleterious or hazardous to health and safety or to the durability of the Works.

5.2 If in the performance of its duties under the Construction Contract the Contractor becomes aware that it, or any other person, has specified, used, authorised or approved the specification or use by others, of any such products or materials, Construction practices or techniques, the Contractor will notify the Beneficiary in writing forthwith. This clause does not create any additional duty for the Contractor to inspect or check the work of others which is not required by the Construction Contract.

6. INSURANCE

6.1 The Contractor covenants:

- (a) in relation to any design of the Works for which the Contractor is responsible, to take out and maintain with reputable insurers in the UK insurance market professional indemnity insurance in an amount not less than that stated on page 1 for any occurrence or series of occurrences arising out of one event for a period expiring no earlier than 12 years after the completion date of the Works in accordance with the Construction Contract, provided always that such insurance continues to be available in the UK insurance market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Contractor's own claims record or other acts or omissions particular to the Contractor shall be deemed to be within commercially reasonable rates;
- (b) to inform the Beneficiary or its assignees in writing immediately of any failure or inability to maintain insurance in accordance with clause 6.1.1, and of any circumstances likely to render such insurance void or voidable, in order that the Contractor and the Beneficiary can discuss the means of best protecting their respective positions in the absence of such insurance; and
- (c) when reasonably requested by the Beneficiary to produce for inspection documentary evidence that its professional indemnity insurance cover is being maintained properly and that payment has been made in respect of the last preceding premium.

7. DOCUMENTS

- 7.1 In relation to all drawings, designs, details, plans, reports, models, specifications, bills of quantities, calculations, software and other documents of any nature whatsoever which have been, or are hereafter, created and developed by the Contractor in the course of performing its obligations under the Construction Contract ("Documents") the Contractor hereby grants, or agrees to grant, to the Beneficiary an irrevocable royalty-free non-exclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable including, but without limitation, the carrying out, completion, maintenance, letting, advertisement, modification, extension, reinstatement, reconstruction and repair of the Project. Such licence will carry the right to grant sub-licences and will be transferable to third parties but shall not entitle the owner of such licence or any sub-licence to reproduce the designs contained in the Documents. Such licence shall take effect from the date of this agreement or (in relation to Documents not yet in existence) from the date of the creation of the relevant Document and shall continue notwithstanding any termination of this agreement. Neither the Beneficiary nor any recipient of any sub-licence under this clause shall hold the Contractor liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it.
- 7.2 The Contractor agrees, on reasonable request at any time, and following reasonable written prior notice, to give the Beneficiary or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 7.3 The Contractor warrants to the Beneficiary that it has used the standard of skill, care, and diligence as set out in clause 4.1 to see that the Documents (save to the extent any duly appointed sub-contractors have been used to prepare the same) are its own original work and that in any event their use in connection with the Works will not infringe the rights of any third party.

8. ASSIGNMENT

- 8.1 The benefit of this agreement may be assigned by the Beneficiary to any beneficiary having a bona fide actual or prospective legal or commercial interest in the Project or any part [twice] only without the consent of the Contractor provided that the Contractor shall be entitled to receive notice of such an assignment in writing within a reasonable period of the assignment taking place. The Contractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Works or that that original beneficiary or any intermediate beneficiary has not suffered any, or as much, loss.
- 8.2 Notwithstanding clause 8.1 the Beneficiary may assign the benefit of this agreement without restriction to any company within the same "group" as the Beneficiary (as defined by Section 42 of the Landlord and Tenant Act 1954)

9. INSPECTION OF DOCUMENTS

The Contractor's liabilities under this agreement will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other inquiry or inspection which the Beneficiary may make or procure to be made for its benefit or on its behalf.

10. [STEP IN RIGHTS

- 10.1 *The Beneficiary has no authority to issue any direction or instruction to the Contractor in relation to the performance of the Contractor's duties under the Construction Contract unless and until the Beneficiary has given notice under clauses 10.2 or 10.3.*
- 10.2 *The Contractor shall not exercise, or seek to exercise, any right which it may have, or which may become available to it, to terminate the Construction Contract or to treat it as having been terminated or repudiated, or to discontinue or suspend the performance of any duties or obligations to be performed by the Contractor under it, without first giving to the Beneficiary not less than 14 days written notice specifying the Contractor's ground or grounds (the "Specified Grounds") for terminating the Construction Contract or treating it as having been terminated or repudiated or for discontinuing or suspending the performance of any duties to be performed by the Contractor under it, and stating the amount (if any) of any monies outstanding under the Construction Contract. The Contractor's right to terminate the Construction Contract with the Employer, or treat it as having been repudiated or to discontinue or suspend performance shall cease if within such period of notice (and subject to clause 10.6) the Beneficiary shall give written notice to the Contractor requiring the Contractor to accept the instructions of the Beneficiary or its appointee upon the terms and conditions of the Construction contract and to the exclusion of the Employer in respect of the Works.*
- 10.3 *The Contractor agrees that, if so requested by the Beneficiary by notice in writing, and subject to clause 10.6, it will accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of its duties under the Construction Contract and upon the terms and conditions of the Construction Contract and will if so requested enter into an agreement whereby the Beneficiary is substituted for the Employer under the Construction Contract.*
- 10.4 *The Employer acknowledges that the Contractor shall be entitled to rely on a notice given to the Contractor by the Beneficiary under clauses 10.2 or 10.3 as conclusive evidence that the Beneficiary has taken over from the Employer the obligations and responsibilities of the Employer towards the Contractor, such that the Contractor should accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer.*
- 10.5 *Notwithstanding anything contained in this agreement, and notwithstanding any payments which may be made by the Beneficiary to the Contractor, the Beneficiary will not be under any obligation to the Contractor, nor will the Contractor have any claim or cause of action against the Beneficiary, unless and until the Beneficiary has given written notice to the Contractor pursuant to clauses 10.2 or 10.3 of this agreement.*

- 10.6 *It shall be a condition of any notice given by the Beneficiary pursuant to clauses 10.2 or 10.3 that the Beneficiary or its appointee accepts liability for the performance of the Employer's obligations under the Construction Contract including the payment of fees and all other sums properly payable to the Contractor by the Employer under the Construction Contract (save that the Beneficiary will, in paying such sums, be entitled to the same rights of set-off and deduction as would have applied to the previous Employer under the Construction Contract) and including the rectification of any outstanding breach or breaches by the previous Employer so far as they have been properly included in the Contractor's Specified Grounds and are capable of remedy by the Beneficiary. Upon the issue of any notice by the Beneficiary under clauses 10.2 or 10.3, the Construction Contract shall continue in full force and effect as if no right of termination on the part of the Contractor had arisen and the Contractor shall be liable to the Beneficiary or its appointee under the Construction Contract in lieu of its liability to the Employer. If any notice given by the Beneficiary under clauses 10.2 or 10.3 requires the Contractor to accept the instructions of the Beneficiary's appointee, the Beneficiary shall be liable to the Contractor as guarantor for its appointee in respect of the payment of all sums from time to time due to the Contractor from the Beneficiary's appointee and in respect of all the appointee's obligations arising pursuant to this agreement.]*

11. SUCCESSORS

References to the Beneficiary shall include the person or persons from time to time entitled to the benefit of this agreement

12. SUBCONTRACTORS

Following a written request from the Beneficiary the Contractor will (unless it has already done so) use all reasonable endeavours to procure that its subcontractors (if any) execute deeds of warranty in the same or equivalent terms as are set out in this agreement in favour of any person in whose favour the Construction Contract obliged the Contractor to give, or procure the giving, of such warranties.

13. NOTICES

Any notice, request, demand, consent or approval given under or in connection with this agreement must be given or confirmed in writing. Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of the parties set out in this agreement or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on second working day after the same shall have been posted.

14. THIRD PARTY RIGHTS

This agreement is enforceable by the original parties to it and by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

15. APPLICABLE LAW AND JURISDICTION

This agreement will be construed in accordance with the laws of England and Wales as applied in Wales and shall be in all respects subject to the jurisdiction of the courts of England and Wales.

IN WITNESS whereof this agreement has been executed as a deed and delivered on the date stated above.

EXECUTED as a DEED by the CONTRACTOR

by the signatures of:

[Alternative A](#)

Authorised Signatory

Authorised Signatory

[Alternative B](#)

Director

Director/Company Secretary

EXECUTED as a DEED by the BENEFICIARY

by the signatures of:

[Alternative A](#)

Authorised Signatory

Authorised Signatory

[Alternative B](#)

Director

Director/Company Secretary

**THE COMMON SEAL of the
EMPLOYER**

was affixed to this deed
in the presence of:

[affix common seal here]

Authorised signatory

DATED

20[.]

**SWWRCF
VOLUME 2 APPENDIX G**

(1) {CONSULTANT}

AND

(2) {CONTRACTOR}

AND

(3) {BENEFICIARY}

DEED OF COLLATERAL WARRANTY

Relating to the provision of

at {insert details}

1.	INFORMATION	96
2.	BACKGROUND	97
3.	CONSIDERATION	97
4.	WARRANTY AND LIABILITY	97
5.	STANDARDS OF PRODUCTS AND MATERIALS	97
6.	INSURANCE	98
7.	DOCUMENTS	98
8.	ASSIGNMENT	99
9.	INSPECTION OF DOCUMENTS	99
10.	SUCCESSORS	99
11.	SUB-CONSULTANTS	99
12.	NOTICES	100
13.	APPLICABLE LAW AND JURISDICTION	100
14.	THIRD PARTY RIGHTS	100

Date of Agreement:

Project:

Contractor:

Company Registration Number:

of/whose registered is at:

Consultant:

Company Registration Number:

of/whose registered is at:

Beneficiary:

Company Registration Number:

of/whose registered is at:

**Services: (as more particularly
described in the Appointment)**

Appointment dated:

**Other parties apart from the
Consultant (if any):**

Professional Indemnity Insurance: £ million
(minimum cover)

1. INFORMATION

The information completed on page 1 of this agreement forms part of this agreement

2. BACKGROUND

- 2.1 The Beneficiary has an actual or prospective interest in the Project.
- 2.2 The Consultant is or has been appointed by the Contractor under the terms of the Appointment to provide the services briefly described on page 1 of this Agreement and more particularly described in the Appointment.

3. CONSIDERATION

This agreement is made on the date appearing on page 1 between the Consultant and the Beneficiary in consideration of the payment of £1 by the Beneficiary to the Consultant (receipt of which the Consultant acknowledges).

4. WARRANTY AND LIABILITY

- 4.1 The Consultant warrants to the Beneficiary that it has complied and will at all times comply with the terms of the Appointment, and any specifications or requirements included or referred to in the Appointment, and that, in the performance of the Services, it has exercised and will continue to exercise the degree of skill, care and diligence reasonably to be expected of a skilled and qualified professional person holding himself out as competent to perform those services in relation to projects of a similar size, scope and nature as the Project.
- 4.2 The Consultant has no liability under this agreement which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Appointment as joint employer and the Consultant shall be entitled in any action or proceedings by the Beneficiary under this agreement to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs or counterclaims) as it would have had if the Beneficiary had been named as the Contractor under the Appointment. However, it shall not be a defence to any action brought against the Consultant under this agreement that the Contractor has suffered no loss under the Appointment. Upon the expiration of 12 years from the completion date of the Project the liability of the Consultant under this agreement shall cease save in relation to any claims made by the Beneficiary against the Consultant and previously notified in writing by the Beneficiary to the Consultant.

5. STANDARDS OF PRODUCTS AND MATERIALS

- 5.1 The Consultant warrants that it has exercised, and will continue to exercise, all reasonable skill, care and diligence in accordance with this agreement to see that it has not specified or selected for use, and will not specify or select for use, and (as appropriate) it has not authorised or approved, and it will not authorise or approve, the specification, selection or use by others of any product or material or building practice or technique which is prohibited by the Appointment or is not in conformity with relevant British or European Union Standards and/or Codes of Practice or which at the time of specification, selection, approval or authorisation is widely known to members of the Consultant's profession to be deleterious or hazardous to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which it is used.

- 5.2 If, in the performance of its duties under the Appointment, the Consultant becomes aware that it, or any other person, has specified or used, or authorised or approved, the specification or use by others of any such products or materials the Consultant will notify the Beneficiary in writing forthwith. This clause does not create any additional duty for the Consultant to inspect or check the work of others which is not required by the Appointment.

6. INSURANCE

6.1 The Consultant covenants:-

- (a) to take out and maintain professional indemnity insurance with reputable insurers in the UK insurance market in an amount of not less than that stated on page 1 for any occurrence or series of occurrences arising out of any one event for a period expiring no earlier than 12 years after the date of practical completion of the Project in accordance with the Building Contract, provided that such insurance is available in the UK insurance market to members of the Consultant's profession at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts or omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates;
- (b) to inform the Beneficiary or its assignees in writing immediately of any failure or inability to maintain such professional indemnity insurance cover in accordance with clause 6.1.1, and of any circumstances likely to render such insurance void or voidable, in order that the Consultant and the Beneficiary can discuss means of best protecting their respective positions in the absence of such insurance; and
- (c) when reasonably requested by the Beneficiary, to produce for inspection documentary evidence that its professional indemnity insurance cover is being properly maintained and that payment has been made in respect of the last preceding premium.

7. DOCUMENTS

- 7.1 In relation to drawings, designs, details, plans, reports, models, specifications, bills of quantities, calculations, software and other documents of any nature whatsoever which have been, or are hereafter, created or developed by the Consultant in the course of performing its obligations under the Appointment ("Documents") the Consultant hereby grants, or agrees to grant, to the Beneficiary an irrevocable royalty-free non-exclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable including (but without limitation) the carrying out, completion, maintenance, letting, advertisement, modification, extension, reinstatement, reconstruction and repair of the Project. Such licence will carry the right to grant sub-licences and will be transferable to third parties but shall not entitle the owner of such licence or any sub-licences to reproduce the designs contained in the Documents. Such licence shall take effect from the date of this agreement or (in relation to Documents not yet in existence) from the date of the creation of the relevant Document and shall continue notwithstanding any termination of

this agreement. Neither the Beneficiary, nor any recipient of any sub-licence under this clause, shall hold the Consultant liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it.

- 7.2 The Consultant agrees on reasonable request at any time and following reasonable written prior notice to give the Beneficiary, or those authorised by it, access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 7.3 The Consultant warrants to the Beneficiary that it has used the standard of skill, care and diligence as set out in clause 4.1 to see that the Documents (save to the extent duly appointed sub-consultants have been used to prepare the same) are its own original work and that in any event their use in connection with the Project will not infringe the rights of any third party.

8. ASSIGNMENT

- 8.1 The benefit of this agreement be assigned by the Beneficiary to any beneficiary having a bona fide actual or prospective legal or commercial interest in the Project or any part [twice] only without the consent of the Consultant provided that the Consultant shall be entitled to receive notice of such an assignment in writing within a reasonable period of the assignment taking place The Consultant will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Project or that that original beneficiary or any intermediate beneficiary has not suffered any or as much loss.
- 8.2 Notwithstanding clause 8.1, the Beneficiary may assign the benefit of this agreement without restriction to any company within the same "group" as the Beneficiary (as defined by Section 42 of the Landlord and Tenant Act 1954).

9. INSPECTION OF DOCUMENTS

The Consultant's liabilities under this agreement will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for its benefit or on its behalf.

10. SUCCESSORS

References to the Beneficiary shall include the person or persons from time to time entitled to the benefit of this agreement.

11. SUB-CONSULTANTS

Following a written request from the Beneficiary the Consultant will (unless it has already done so) use all reasonable endeavours to procure that its sub-consultants (if any) execute deeds of warranty in the same or equivalent terms as are set out in this agreement in favour of any person in whose

favour the Appointment obliged the Consultant to give, or procure the giving of, such warranties.

12. NOTICES

Any notice, request, demand, consent or approval given under or in connection with this agreement must be given or confirmed in writing. Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of each party set out in this agreement or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on the second working day after posting.

13. APPLICABLE LAW AND JURISDICTION

This agreement will be construed in accordance with the laws of England and Wales as applied in Wales and shall be in all respects subject to the jurisdiction of the courts of England and Wales.

14. THIRD PARTY RIGHTS

This agreement is enforceable by the original parties to it and their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

IN WITNESS WHEREOF this agreement has been executed as a deed on the date and year stated above.

Alternative A (where the Consultant is a company)

EXECUTED as a DEED by

THE CONSULTANT

acting by a director and its company
secretary or two directors:

Director

Signature

Director/Company Secretary

Signature

Alternative B (where the Consultant is a partnership)

EXECUTED as a DEED by

THE CONSULTANT

by the signatures of those partners
authorised to bind the Consultant:

[Partner] [Name]

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

[Partner]

[Name]

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

[Partner]

[Names]

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

EXECUTED as a **DEED** by

THE BENEFICIARY

by the signatures of:

Alternative A

Authorised Signatory

Authorised Signatory

Alternative B

Director

Director/Company Secretary

EXECUTED as a **DEED** by

THE CONTRACTOR

by the signatures of:

Alternative A

Authorised Signatory

Authorised Signatory

Alternative B

Director

Director/Company Secretary

DATED

20[.]

**SWWRCF
VOLUME 2 APPENDIX H**

(1) SUBCONTRACTOR

AND

(2) CONTRACTOR

AND

(3) BENEFICIARY

DEED OF COLLATERAL WARRANTY

Relating to the provision of

{insert details} at {insert details}

1.	INFORMATION ON PAGE 1	107
2.	BACKGROUND	107
3.	CONSIDERATION	107
4.	WARRANTY AND LIABILITY	107
5.	STANDARDS OF PRODUCTS AND MATERIALS	107
6.	INSURANCE	108
7.	DOCUMENTS	109
8.	ASSIGNMENT	109
9.	INSPECTION OF DOCUMENTS	110
10.	SUCCESSORS	110
11.	NOTICES	110
12.	THIRD PARTY RIGHTS	110
13.	APPLICABLE LAW AND JURISDICTION	110

Date of Agreement:

Project:

Works:

(as more particularly described in the Building Contract)

Subcontract Works:

(as more particularly described in the Subcontract)

Beneficiary:

Company Registration Number:

of/whose registered is at:

Contractor:

Company Registration Number:

of/whose registered is at:

Subcontractor:

Company Registration Number:

of/whose registered office is at:

Subcontract dated:

Professional/Contractor's Indemnity Insurance:

£ million (minimum cover)
("Nil" if not applicable)

1. INFORMATION ON PAGE 1

The information completed on page 1 of this agreement forms part of this agreement.

2. BACKGROUND

- 2.1 The Contractor has been appointed under the Building Contract to carry out the Works.
- 2.2 The Contractor has entered into, or intends to enter into, the Subcontract with the Subcontractor for the design (if applicable) and construction of the Subcontract Works.

3. CONSIDERATION

This agreement is made on the date appearing on page 1 between the Contractor, the Subcontractor, and the Beneficiary in consideration of the payment of £1 by the Beneficiary to the Subcontractor (receipt of which the Subcontractor hereby acknowledges).

4. WARRANTY AND LIABILITY

- 4.1 The Subcontractor warrants to the Beneficiary that it has complied, and will at all times comply, with the terms of the Subcontract and any specifications or requirements included or referred to in the Subcontract and that it has exercised and will continue to exercise the degree of skill, care and diligence reasonably to be expected of a competent Subcontractor, and (to the extent that the Subcontractor is responsible for any design under the Subcontract) the degree of skill, care and diligence reasonably to be expected of a competent professional designer or combination of designers holding himself or themselves out as being experienced in carrying out works [and design in relation to works] of a similar size, scope and nature to the Subcontract Works.
- 4.2 The Subcontractor has no liability under this agreement which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Subcontract as joint employer and the Subcontractor shall be entitled in any action or proceedings by the Beneficiary under this agreement to rely on any limitation in the Subcontract and to raise the equivalent rights in defence of liability (but excluding set offs and counterclaims) as it would have had if the Beneficiary had been named as such under the Subcontract. Upon the expiration of 12 years from the date of completion of the Subcontract Works in accordance with the Subcontract the liability of the Subcontractor under this agreement shall cease save in relation to any claims made by the Beneficiary against the Subcontractor and previously notified in writing by the Beneficiary to the Subcontractor.

5. STANDARDS OF PRODUCTS AND MATERIALS

- 5.1 The Subcontractor warrants to the Beneficiary that (unless otherwise authorised or instructed by or on behalf of the Beneficiary):
 - (a) in relation to any part of the Subcontract Works for which the Subcontractor is responsible for the design, it has exercised, and will

exercise, all reasonable skill, care and diligence in accordance with this agreement to see that it has not specified, selected, approved or authorised for use and will not specify, select, approve or authorise for use; and

- (b) it has not used, and will not use, in connection with the Subcontract Works: any product or material or building practical or technique which is prohibited by the Subcontract or is not in conformity with relevant British or European Union Standards and/or Codes of Practice or which at the time of specification, selection, approval or authorisation is otherwise generally known within the UK construction industry to be deleterious or hazardous to health and safety or to the durability of the Subcontract Works.
- (c) If in the performance of its duties under the Subcontract the Subcontractor becomes aware that it or any other person has specified, used, authorised or approved the specification or use by others of any such product or materials, building practices or techniques, the Subcontractor will notify the Beneficiary forthwith. This clause does not create any additional duty for the Subcontractor to inspect or check the work of others which is not required by the Subcontract.

6. INSURANCE

6.1 The Subcontractor covenants:

- (a) in relation to any design of the Subcontract Works for which the Subcontractor is responsible, to take out and maintain with reputable insurers in the UK insurance market professional indemnity insurance in an amount of not less than that stated on page 1 for any occurrence or series of occurrences arising out of any one event, for a period expiring no earlier than 12 years after the date of completion of the Subcontract Works in accordance with the Subcontract, provided always that such insurance continues to be available in the UK insurance market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Subcontractor's own claims record or other acts or omissions particular to the Subcontractor shall be deemed to be within commercially reasonable rates;
- (b) to inform the Beneficiary or its assignees in writing immediately of any failure or inability to maintain insurance in accordance with clause 6.1.1, and of any circumstances likely to render such insurance void or voidable, in order that the Subcontractor and the Beneficiary can discuss the means of best protecting their respective positions in the absence of such insurance;
- (c) when reasonably requested by the Beneficiary, to produce for inspection documentary evidence that its professional indemnity insurance cover is being maintained properly and that payment has been made in respect of the last preceding premium.

7. DOCUMENTS

- 7.1 In relation to all drawings, details, plans, reports, models, specifications, bills of quantities, calculations and other documents of any nature whatsoever which have been or are hereafter created or developed by the Subcontractor in the course of performing its obligations under the Subcontract ("Documents") the Subcontractor hereby grants, or agrees to grant, to the Beneficiary a royalty-free non-exclusive licence to use and reproduce all Documents for any purpose whatsoever connected with the Project and such other purposes as are reasonably foreseeable including but without limitation, the carrying out, completion, maintenance, letting, advertisement, modification, extension, reinstatement, reconstruction and repair of the Subcontract Works. Such licence will carry the right to grant sub-licences and will be transferable to third parties but shall not entitle the owner of such licence or of any sub-licence to reproduce the designs contained in the Documents. Such licence shall take effect from the date of this agreement or (in relation to documents not yet in existence) from the date of the creation of the relevant Document and shall continue notwithstanding any termination of this agreement. Neither the Beneficiary nor any recipient of any sub-licence under this clause, shall hold the Subcontractor liable for any use it may make of the Documents for any purpose other than that for which they were originally provided by it.
- 7.2 The Subcontractor agrees, on reasonable request at any time, and following reasonable written prior notice, to give the Beneficiary or those authorised by it access to the Documents and to provide copies (including copy negatives and CAD disks) thereof at the Beneficiary's expense.
- 7.3 The Subcontractor warrants to the Beneficiary that it has used the standard of skill, care and diligence as set out in clause 4.1 to see that the Documents (save to the extent any duly appointed sub-subcontractors have been used to prepare the same) are its own original work and that in any event their use in connection with the Subcontract Works will not infringe the rights of any third party.

8. ASSIGNMENT

- 8.1 The Beneficiary shall be entitled to assign the benefit of this agreement or any rights arising hereunder to a purchaser, mortgagee or tenant of the whole or any part of the Project twice only without the consent of the Subcontractor provided that the Subcontractor shall be entitled to receive notice of such an assignment in writing within a reasonable period of the assignment taking place. The Subcontractor will not contend that any such assignee is precluded from recovering any loss resulting from any breach of this agreement (whatever the date of such breach) by reason only that that person is an assignee and not the original beneficiary hereunder or by reason that the original beneficiary or any intermediate beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the Subcontract Project or the Project or that the original beneficiary or any intermediate beneficiary has not suffered any, or as much, loss.
- 8.2 Notwithstanding clause 8.1, the Beneficiary may assign the benefit of this agreement without restriction to any company within the same "group" as the Beneficiary (as defined by Section 42 of the Landlord and Tenant Act 1954).

9. INSPECTION OF DOCUMENTS

The Subcontractor's liabilities under this agreement will not be in any way reduced or extinguished by reason of any inspection or approval of the Documents or attendance at site meetings or other enquiry or inspection which the Beneficiary may make or procure to be made for its benefit or on its behalf.

10. SUCCESSORS

References to the Beneficiary shall include the person or persons from time to time entitled to the benefit of this agreement.

11. NOTICES

Any notice, request, demand, consent or approval given under or in connection with this agreement must be given or confirmed in writing. Any such notice, request, demand, consent or approval shall be delivered personally or addressed to the respective address of the parties set out in this agreement or to the registered office or the principal business address of either party for the time being and, if sent by post, shall be sent by first class pre-paid post or recorded delivery and shall be deemed to have been received on the second working day after the same shall have been posted.

12. THIRD PARTY RIGHTS

This agreement is enforceable by the original parties to it and by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

13. APPLICABLE LAW AND JURISDICTION

This agreement will be construed in accordance with the laws of England & Wales as applied in Wales and shall be in all respects subject to the jurisdiction of the courts of England & Wales.

IN WITNESS whereof this agreement has been executed as a deed and delivered on the date stated above

EXECUTED as a **DEED** by the
SUBCONTRACTOR

by the signatures of:

[Alternative A](#)

Authorised Signatory

Authorised Signatory

[Alternative B](#)

Director

Director/Company Secretary

EXECUTED as a **DEED** by the
CONTRACTOR

by the signatures of:

Director

Director/Company Secretary

EXECUTED as a **DEED** by the
BENEFICIARY

by the signatures of:

[Alternative A](#)

Authorised Signatory

Alternative B

Authorised Signatory

Director

Director/Company Secretary

DATED

20[..]

**SWWRCF
VOLUME 2 APPENDIX I**

(1) [INSERT NAME OF EMPLOYER]

(2) [CONTRACTOR]

and

(3) [CONSULTANT]

NOVATION AGREEMENT

In relation to

[]

1.	RELEASE BY THE EMPLOYER OF THE CONSULTANT	115
2.	RELEASE BY THE CONSULTANT OF THE EMPLOYER	115
3.	ACCEPTANCE OF LIABILITY BY THE CONSULTANT TO THE CONTRACTOR	115
4.	ACCEPTANCE OF LIABILITY BY THE CONTRACTOR	116
5.	AFFIRMATION OF APPOINTMENT	116
6.	WARRANTIES AND ACKNOWLEDGEMENTS	116
7.	EXISTING CLAIMS	117
8.	LAW AND JURISDICTION	117
9.	CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999	118

BETWEEN:

- (1) **[insert name and address of Employer]** including any successors in title (“the Employer”); and
- (2) **[company name]** (registered in England and Wales No [company number]) whose registered office is at [registered office] **[OR] [individual name]** of [individual address] (“the Contractor”);
- (3) **[company name]** (registered in England and Wales No [company number]) whose registered office is at [registered office] **[OR] [individual name]** of [individual address] (“the Consultant”)

RECITALS

- A By an agreement dated on or about [] (the “**Appointment**”) the Employer has appointed the Consultant to provide [] services (the “**Services**”).
- B Under a Contract dated on or about [] (the “**Construction Contract**”) the Employer has appointed the Contractor to design and construct certain works as described in the Construction Contract (the “**Works**”).
- C The Employer, Consultant and Contractor have agreed that from the date of this agreement the Contractor shall assume the rights, liabilities and obligations of the Employer and that the Consultant shall perform its obligations under the Appointment in favour of the Contractor and that the Employer and the Consultant shall each release the other from any obligations owed by the other to them under the Appointment.

NOW IT IS AGREED AS FOLLOWS:

1. RELEASE BY THE EMPLOYER OF THE CONSULTANT

- 1.1 The Employer releases and discharges the Consultant from any and all obligations and liabilities owed to the Employer under the Appointment.

2. RELEASE BY THE CONSULTANT OF THE EMPLOYER

- 2.1 Subject to all fees properly due and owing under the Appointment at the date of this agreement having been paid to the Consultant, the Consultant releases and discharges the Employer from any and all obligations and liabilities owed to the Consultant under the Appointment, and accepts the liability of the Contractor under the Appointment in lieu of the liability of the Employer.

3. ACCEPTANCE OF LIABILITY BY THE CONSULTANT TO THE CONTRACTOR

- 3.1 Subject to the variations, if any, set out in Schedule 1 to this Deed, the Consultant undertakes to perform the Appointment and to be bound by its terms, in every way as if the Contractor were and had been from inception of the Appointment a party to the Appointment in lieu of the Employer.

- 3.2 All rights of action and remedies against the Consultant under or pursuant to the Appointment vested in the Employer shall from the date of this Deed vest in the Contractor.
- 3.3 The Consultant warrants to the Contractor that, in respect of the duties and obligations which it has already performed under the Appointment, it has performed those duties and obligations in accordance with the standards of skill and care set out in the Appointment. Furthermore, the Consultant shall be liable for any loss or damage suffered or incurred by the Contractor, arising out of any negligent act, default or breach of the Consultant's obligations under the Appointment, notwithstanding that the Employer may not have suffered any or as much loss or damage. No waiver by the Employer, either express or implied, shall affect the Consultant's liability to the Contractor pursuant to this clause.
- 3.4 The liability of the Consultant to the Contractor pursuant to this agreement, or pursuant to the Appointment, shall not be affected by the Contractor's assumption of liability for design to the Employer pursuant to the Construction Contract.
- 3.5 The Consultant acknowledges that the Contractor has relied upon, and will continue to rely upon, the Services carried out by the Consultant.
- 3.6 The Consultant shall have regard to any obligations on the part of the Contractor in the Construction Contract, and shall perform the Services in the Appointment or as amended in the Schedules hereto in such manner and at such times so as not to constitute, cause or contribute to any breach of the Construction Contract by the Contractor.

4. ACCEPTANCE OF LIABILITY BY THE CONTRACTOR

- 4.1 With the exception of any outstanding liability to pay any fees properly owing under the Appointment at the date of this agreement, and subject to the variations if any set out in Schedule 2 to this Deed, the Contractor accepts the liabilities of the Employer, and undertakes to perform the Appointment and to be bound by its terms in every way as if the Contractor were, and had been from inception of the Appointment, a party to the Appointment in lieu of the Employer, and as if all acts and omissions of the Employer under or pursuant to the Appointment prior to the date of this Agreement were the acts or omissions of the Contractor.
- 4.2 All rights of action and remedies vested in the Consultant under or pursuant to the Appointment shall from the date of this agreement vest against the Contractor.

5. AFFIRMATION OF APPOINTMENT

- 5.1 The terms and conditions of this Deed represent the entire agreement between the parties relating to the novation of the Appointment, and except as specifically amended by this Deed, all the terms and conditions of the Appointment remain in full force and effect.

6. WARRANTIES AND ACKNOWLEDGEMENTS

- 6.1 The Employer warrants and acknowledges to the Contractor that:

- (a) it has at all times observed and performed and is not in breach of the Appointment; and
- (b) at the date hereof it has paid to the Consultant the sum of £[] plus VAT in accordance with the terms and conditions of the Appointment; and
- (c) at the date hereof there is no sum or sums due to the Consultant under the Appointment or arising therefrom that have not been discharged by the Employer; and
- (d) it is not aware of any breach of the Appointment committed by the Consultant; and
- (e) it has not assigned the Appointment nor any benefit arising under or from that Appointment to any third party and it is not holding any such benefit on trust for any third party.

6.2 The Consultant acknowledges that, prior to entering into this agreement, it has inspected a copy of the Construction Contract (including all documents comprising the Construction Contract). The Consultant further acknowledges that any breach of the Appointment (whether on or before the date of this agreement or at any time thereafter) may result in the Contractor incurring liabilities under or arising out of the Construction Contract and/or other contracts that the Contractor has or may enter into.

7. EXISTING CLAIMS

7.1 In this clause the “Existing Claims” mean such breaches or alleged breaches of obligations under the Appointment as are at the date of this Deed the subject of adjudication, arbitration, litigation or any other form of dispute resolution between the Employer and Consultant, brief details of which are set out in Schedule 3.

7.2 Notwithstanding any other provision in this Deed, this Deed shall not operate to release or discharge the Employer or the Consultant in respect of the Existing Claims.

7.3 The Employer hereby assigns to the Contractor the right to pursue or defend the Existing Claims in the name of the Employer.

7.4 The Contractor shall indemnify the Employer in respect of any costs, damages, or expenses incurred by the Employer in consequence of the Contractor pursuing or defending the Existing Claims.

7.5 The Employer shall account to the Contractor in respect of any sums which the Employer receives from the Consultant in respect of the Existing Claims.

8. LAW AND JURISDICTION

8.1 This Deed and the rights and obligations of the parties under it shall be governed and construed according to the laws of England & Wales as applied in Wales. Any dispute shall be subject to the jurisdiction of the courts of England & Wales.

9. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

9.1 No provision of this Deed is intended to create or creates any right or benefit enforceable against the parties to this Deed under the Contract (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have executed and delivered this document as a Deed on the date and year stated above

[Alternative A](#) (where the Consultant is a company)

EXECUTED as a **DEED** by

THE CONSULTANT

acting by a director and its company
secretary or two directors:
Director

Signature

Director/Company Secretary

Signature

[Alternative B](#) (where the Consultant is a partnership)

EXECUTED as a **DEED** by

THE CONSULTANT

By the signatures of those partners authorised
To bind the Consultant:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....

.....

Occupation:

in the presence of:

Partner

Name

Signature

in the presence of:

WITNESS

Signature:

Print name:

Address:

.....
.....

Occupation:

EXECUTED as a DEED by THE EMPLOYER

By affixing its Common Seal

[affix common seal here]

in the presence of:

Authorised signatory

EXECUTED as a DEED by THE CONTRACTOR

acting by:

Alternative A

Authorised signatory

Authorised signatory

Alternative B

Authorised signatory

Authorised signatory