

# Norfolk County Council

## Record of Individual Cabinet Member Decision

**Responsible Cabinet Member:** Cllr Penny Carpenter (Cabinet Member for Children's Services)

**Background and Purpose:** Children's Services requires cabinet approval to form a grant agreement for £2.38m of developer contributions to the Aylsham Learning Federation. The purpose of the grant is to meet requirements of the S106 agreement and ensure the Federation can increase capacity of both John of Gaunt Infant and Aylsham High School.

**Decision:** To approve making the grant allocation using the agreement with Aylsham Learning Federation

**Is it a key decision?** Yes

**Is it subject to call-in?** Yes

**If Yes – the deadline for call-in is:** 4pm, Monday 27 November 2023

**Impact of the Decision:** The proposal ensures the requirement to spend the funds under the terms of the S106 legal agreement are met and reduces the risk of the funds being returned to the developer.

**Evidence and reason for the decision:** Improved facilities and capacity at secondary school ensuring modern purpose built teaching spaces, and improves connectivity across the John of Gaunt school removing the need for the mobile class base currently used.

**Alternative options considered and rejected:** S106 agreement determines the funds should be allocated against both schools. There are no alternative options.

**Financial, Resource or other implications considered:** None

**Record of any conflict of interest:** None

**Background documents:**

- Grant to Aylsham Federation (Final)

**Date of Decision:** 15<sup>th</sup> November 2023

**Publication Date of Decision:** 20 November 2023

**Signed by Cabinet Member:**

I confirm that I have made the decision set out above, for the reasons also set out.

**Signed: Cllr Penny Carpenter**

**Print name: Cllr Penny Carpenter**

**Date: 31/10/2023**

**Accompanying documents:**

- Cabinet decision making paper
- Grant to Aylsham Federation (Final)

Once you have completed your internal department clearance process and obtained agreement of the Cabinet Member, send your completed decision notice together with the report and green form to [committees@norfolk.gov.uk](mailto:committees@norfolk.gov.uk)

# **Cabinet**

**Item No:**

**Report Title: Grant Agreement between Norfolk County Council and the Governing Board of the Aylsham Learning Federation**

**Date of Meeting: 15 November 2023**

**Responsible Cabinet Member: Cllr Penny Carpenter** (Cabinet Member for Children's Services)

**Responsible Director: Sara Tough, Executive Director Children's Services**

**Is this a Key Decision? Yes**

**If this is a Key Decision, date added to the Forward Plan of Key Decisions: 17 October 2023**

## **Executive Summary / Introduction from Cabinet Member**

Children's Services requires cabinet member approval to form a grant agreement for £2.38M of developer contributions to the Aylsham Learning Federation. The purpose of the grant is to meet requirements of the S106 agreement and ensure the Federation can increase capacity of both John of Gaunt Infant and Aylsham High School.

## **Recommendations:**

- 1. To provide a grant to Aylsham Learning Federation to enable them to undertake agreed capital development work at Aylsham High School and John of Gaunt Infant School, in accordance with the terms of the relevant S106 legal agreement.**

## **1. Background and Purpose**

- 1.1 Children's Services have received developer contributions for a number of developments from within Aylsham which has accrued this funding for the federation.
- 1.2 Developer contributions via S106 agreements specify the schools that will receive any contribution and it is determined by the LA when and how this funding is allocated. It must contribute to overall capacity of the schools it is associated.
- 1.3 Allocations are received, and the S106 agreement sets out timescales for the funding to be spent or it maybe returned to the developer. Equally the developer can request confirmation that funds have been spent in conjunction with the conditions of the S106 agreement.
- 1.4 In March 2023 the Capital Priorities Group supported the proposed project and this was subsequently approved by the Executive Director of Children's Services, with her delegated powers from Cabinet.

## **2. Proposal**

- 2.1 £2.38 million pounds has been collected in developer contributions and the S106 agreement specifies the allocation should be spent across both schools mentioned. Aylsham High School and John of Gaunt Infant school.
- 2.2 A legal agreement has been prepared between Norfolk County Council and the Aylsham Learning Federation, of which the two schools are part. The terms of the Agreement stipulate how the funds will be spent and released, meeting pre-agreed triggers.

## **3. Impact of the Proposal**

- 3.1 The proposal ensures the requirement to spend the funds under the terms of the S106 legal agreement are met and reduces the risk of the funds being returned to the developer.
- 3.2 The allocation meets the criteria set out in the S106 agreement and ensures both schools receive benefit of improvement and increased capacity, encouraging an improves educational delivery for the children the schools serve.
- 3.3 The remaining two schools in the town (St Michael's VA Primary and Bure Valley Junior) have previously been recipients of S106 funds collected for the developments.

## **4. Evidence and Reasons for Decision**

- 4.1 Secondary places in Aylsham High School will increase its capacity with the new facilities and will deliver fit for purpose modern teaching spaces in line with the national standards for mainstream secondary schools.

- 4.2 Improves connectivity across the John of Gaunt Infant schools and will provide permanent classroom accommodation and allow removal of the temporary classrooms.

## **5. Alternative Options**

- 5.1 If funds are not allocated to the schools as set out in the S106 agreement, the funds can be reclaimed by the developer and returned.

## **6. Financial Implications**

- 6.1 The legal agreement set out between Norfolk County Council and the Federation ensures financial risk is negated.
- 6.2 Funding will be controlled and allocated via triggers to ensure the maximum use of the allocation in accordance with the S106 agreement.

## **7. Resource Implications**

- 7.1 **Staff: None applicable**
- 7.2 **Property: Both schools have foundation status, and although Norfolk County Council is the Responsible Body, it does not have a property interest in these schools.**
- 7.3 **IT: None applicable**

## **8. Other Implications**

- 8.1 **Legal Implications: The legal agreement between both parties safeguards the interests of the Local Authority.**
- 8.2 **Human Rights Implications: None applicable**
- 8.3 **Equality Impact Assessment (EqIA) (this must be included):**  
New school places are planned to ensure that provision has no adverse impact on young people including those with disabilities, gender reassignment, marriage/civil partnerships, pregnancy/maternity, race, religious belief, sex or sexual orientation where appropriate. The agreed policy aims to secure a good place of education for every child. In particular it seeks to ensure that every

school has sufficient capacity for strong leadership and governance to safeguard a good education for all.

**8.4 Data Protection Impact Assessments (DPIA): None applicable**

**8.5 Health and Safety implications (where appropriate): None applicable**

**8.6 Sustainability implications (where appropriate): None applicable**

**8.7 Any Other Implications: None applicable**

**9. Risk Implications / Assessment**

9.1 The key risk to Norfolk County Council is a failure to provide sufficient places in both settings if unable to support the school's project.

**10. Select Committee Comments**

10.1 Not applicable

**11. Recommendations**

1. To provide a grant to Aylsham Learning Federation to enable them to undertake agreed capital development work at Aylsham High School and John of Gaunt Infant School, in accordance with the terms of the relevant S106 legal agreement.

**12. Background Papers**

12.1 Grant to Aylsham Federation (Final)

**Officer Contact**

If you have any questions about matters contained within this paper, please get in touch with:

**Officer name: Paul Harker**

**Telephone no.: 01603 223548**

**Email: paul.harker@norfolk.gov.uk**



If you need this report in large print, audio, braille, alternative format or in a different language please contact 0344 800 8020 or 0344 800 8011 (textphone) and we will do our best to help.

**DATED**

**2023**

**THE NORFOLK COUNTY COUNCIL**

and

**THE GOVERNING BODY AYLSHAM LEARNING FEDERATION**

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**GRANT AGREEMENT**

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nplaw  
Norfolk County Council  
Martineau Lane  
Norwich  
NR1 2DH



Between

- (1) **THE NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, NR1 2DH ("the Funder") and
- (2) **THE GOVERNING BODY AYLSHAM LEARNING FEDERATION** of Aylsham High School, Sir Williams Lane, Aylsham, Norwich, Norfolk NR11 6AN ("the Recipient").

**IT IS HEREBY AGREED AS FOLLOWS: -**

**BACKGROUND:**

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project. However, the Parties acknowledge this represents the total cost for the Project and therefore the Recipient will be entirely responsible for any other costs and expenses required to complete the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) The aim of the Project is for one classroom block at Aylsham High School and the internal remodelling and extension to existing building at John of Gaunt School to increase the physical space at the Schools for new pupils and expand overall space for existing pupils.
- (D) This Agreement is intended to ensure that the Grant is used for the purpose for which it is awarded.

**1. Definitions and Interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions:

**“Authorised Officer”** means the officer or officers of the Funder designated and notified to the Recipient from time to time to carry out the tasks identified in the Agreement.

**“Commencement Date”** 1<sup>st</sup> August 2023 means the date of this Agreement.

**“Completion Date”** means the date when the Final Building Regulations Completion Certificate has been issued, 26<sup>th</sup> March 2024 anticipated to be 34 weeks from commencement.

**“Final Building Regulations Completion Certificate”** means a completion certificate issued by the building control body confirming all building works have been approved and carried out in accordance with building regulations.

**“Grant”** means a maximum capital grant of £2,430,227m (Two million four hundred and thirty thousand and two hundred and twenty seven pounds.) towards the Project. This grant is formed from the sum of developer contributions for education infrastructure from S106 Agreements from two Aylsham housing developments plus interests accrued. The S106 Agreement conditions state that the contributions are used ‘for the provision and extension of additional education facilities’ only.

**“Intellectual Property”** means any idea, invention, innovation, design, document, item, material or other work produced for the purposes of the Project or in connection with the Project by the Recipient or any person or third party engaged by the Recipient.

**“Project”** means the building of 6 base classroom block and associated works at the Aylsham High School Site, and an extension and remodelling on the John of Gaunt School Site as outlined in the attached specifications and cost plans.

**“Schools”** means the Aylsham High School at Sir Williams Lane, Aylsham, Norwich, NR11 6AN and John of Gaunt Infant and Nursery School at Hungate Street, Aylsham, Norwich, Norfolk, NR11 6JZ.

**“Site”** means the Schools land shown on the plan attached at schedule 2.

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

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

## **2. Grant**

2.1 This Project and the Agreement shall commence on the Commencement Date, but the grant payment(s) shall only be made when they fall due in accordance with clause 11.

2.2 The Grant is the maximum sum payable for this Project and cannot be used for any additional project works without the prior written consent of the Funder.

2.3 Any changes to the aims, objectives, targets or work of the Project must be notified in writing to the Funder who will advise whether they are acceptable.

### **3. Monitoring**

- 3.1 The Authorised Officer will monitor the Project so as to ascertain whether in their view the Recipient is fully complying with the terms of this Agreement.
- 3.2 The Funder and the Recipient will meet at least once a term over the course of the project, either online or on site as directed by the Funder from time to time taking into account any health and safety considerations.
- 3.3 The Funder or its nominated representative shall be entitled to be represented at the Governors' Resources Committee, and any successor or similar body. The Recipient shall give the Funder adequate notice (at least 20 working days) of such meetings as well as providing all relevant information including but not limited to date, time, location and agenda and minutes in accordance with that timescale.
- 3.4 Further to clauses 3.1 - 3.3, the Funder (or an organisation acting on its behalf) may, at its discretion, undertake interim and post completion checks to confirm that the Grant has been used for the Project, the Grant has been used in accordance with any details or expectation provided to the Funder. The Recipient shall assist and cooperate with the Funder and contribute as directed from time to time, including in attending any additional meetings.
- 3.5 The Recipient shall fully co-operate with the Authorised Officer in allowing the Authorised Officer to enter premises owned or occupied by the Recipient and to have access to all records, files and other information kept for the purposes of performing the Project. The Recipient shall also provide copies of any such records to the Funder when requested to do so by the Authorised Officer.
- 3.6 The Funder shall continue to monitor the Project and its outputs from time to time for the period of any defect rectification following the Completion Date and the Funder will raise any issues identified from this monitoring with the Recipient. The Funder and Recipient will further agree a rectification plan and the Recipient agrees to comply with the reasonable instructions of the Funder.

#### **4. Obligations of the Recipient**

##### **4.1 The Recipient agrees:**

- (i) to fully comply with all the terms of this Agreement;
- (ii) all relevant statutory provisions (including health and safety legislation, data protection legislation and registration); and
- (iii) to use reasonable skill and care in the performance of the Project (including employing sufficient staff and those that are suitably qualified, experienced and trained) and in accordance with generally recognised commercial practices and standards in the industry for similar Projects.

##### **4.2 The Recipient warrants that they shall underwrite any eventual capital overspend or any revenue shortfall to the Project and that this shall not be the responsibility of the Funder.**

##### **4.3 The Recipient shall complete and supply to the Funder a project completion report within 6 months of the Completion Date.**

##### **4.4 The Recipient shall obtain the Final Building Regulations Completion Certificate when the work has been completed to the satisfaction of building control officers.**

#### **5. Review and Clawback**

##### **5.1 The Funder may review and reconsider its approval of the Project at any time and reserves the right to suspend payment and recover all or part (as the Funder in the Funder's reasonable opinion deems appropriate) of the Grant paid to the Recipient in the event that the Recipient does not comply with the Project or any of the conditions set out in this Agreement from time to time including if:**

- (a) there is any Project projected underspend;
- (b) the Recipient commits an offence under the Bribery Act 2010 or section 117(2) of the Local Government Act 1972 in relation to any agreement with the Funder;
- (c) the Recipient becomes insolvent or shall have a receiver or administrative receiver appointed of it or over any part of its undertakings or assets or shall pass a resolution for winding up (other than for the purpose of bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Recipient shall become subject to an administrative order or shall enter in any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business;
- (d) the Recipient ceases to trade, sells the business undertaking the Project or if there is any other material change to the organisation, structure or management of the Recipient.

5.2 If the Recipient sells, disposes of or transfers any asset they acquire with the Grant monies, the Funder shall be entitled to some of the proceeds, in proportion to the Funder's contribution unless otherwise agreed.

5.3 Any equipment purchased using the Grant is to be used for the purposes of the Project only.

5.4 Either party may request an additional meeting to discuss the Project at a date, time and location to be agreed between the parties.

## **6. Subsidy Control**

6.1 This Grant is intended to support projects of the nature described in this Agreement and as such it is considered to be compatible with the rules and exemptions relating to subsidy control.

- 6.2 In the event of an enquiry by the regulator or preventative action issued by the English Courts, the Funder reserves the right to suspend the issue of the Grant until the enquiry or proceedings are completed. Should the Grant be in breach of the subsidy rules detailed above, the Funder reserves the right to discontinue the Grant and require the repayment of any sums released.

## **7. Insurance**

- 7.1 The Recipient shall take out and maintain with a reputable insurance company such insurance against all liabilities, payments, proceedings, costs, charges, damages, expenses, claims and demands for each and every claim arising out of or in connection with this Agreement and shall provide copies of the relevant insurance policies together with the receipt for payment of the last premium in respect thereof on request of the Authorised Officer.

## **8. Indemnity**

- 8.1 The Recipient shall indemnify and keep indemnified the Funder and its officers and servants against all losses and claims arising out of any of the following:
- (a) death or in respect of any injury or damage to any person or property whatsoever which may arise out of or in consequence of the performance of the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto;
  - (b) any failure of the Project to comply with any of the clauses set out in this Agreement;
  - (c) any actual or alleged non-compliance of the Project with any law, regulation, code of practice or regulatory requirement (whether of the United Kingdom or elsewhere) which is applicable to the Project; or
  - (d) any claim by any third party arising out of or in the course of or caused or contributed to by the Project and/or this Grant Agreement or otherwise through the default or negligence of the Recipient.

## **9. Quality**

9.1 The Project will:

- (i) comply with the clauses of this Agreement.
- (ii) be fit for the purpose or purposes made known to the Funder expressly or by implication and in this respect the Funder relies on the skill and judgement of the Recipient.
- (iii) comply with all standards, requirements and guidance in relation to the Project as amended from time to time.

## **10. Publicity**

10.1 The Recipient and Funder shall both consent to the other promoting and publicising the Project.

10.2 Neither party shall bring the other into disrepute.

10.3 The support and involvement of the Funder must be acknowledged in all publicity material for the Project. In all Project press notices the standard supporting line must appear – ‘This project was supported by Section 106 funding collected Norfolk County Council’.

10.4 The Norfolk County Council Logo must appear on all associated publicity materials including but not limited to stationary, e-media, vehicle livery and site boards relating to the Project.

10.5 The Funder must be made aware in advance any publicity or other material to be released in connection with the Grant and/or the Project. The Funder



reserves the right to refer to the Recipient, the Project and any Grant or funding offered in any of its own publicity materials.

## **11. Payment**

- 11.1 The Funder shall pay to the Recipient the Grant on the terms set out in this Agreement.
- 11.2 The Funder shall pay the Grant in the instalments set out in Schedule 1. Each instalment shall be paid by journal payment within 30 days of receipt of a correct invoice and the final instalment shall additionally only be paid upon receipt of a Final Building Regulations Completion Certificate.
- 11.3 The Recipient shall manage the final instalment so that it retains a sufficient sum to deal with any matters outstanding at practical completion.
- 11.4 The Recipient shall be responsible for any Value Added Tax or any other tax liability and the Funder shall at no time be or become responsible for any outstanding sums.
- 11.5 The Recipient shall inform the Funder if they receive or become entitled to receive additional monies from another funder to the Project in the next three years from the date of this Agreement. This applies even if the Recipient did not name the funder when their original application and Project proposal was made.

## **12. Intellectual Property**

- 12.1 Subject to the conditions set out in this Agreement and any prior rights of the Funder and any other party, all Intellectual Property rights arising out of or in relation to the work carried out by the Recipient under this Agreement (or any person or party engaged by them) shall vest with the Recipient.

- 12.2 If, for any reason, the Recipient fails to complete the Project, all Intellectual Property rights arising out of this Agreement, whether completed or not and whether carried out directly by the Recipient or not shall vest in the Funder.
- 12.3 In order to comply with this Agreement, the Recipient grants the Funder a royalty free licence to use the Intellectual Property and to reproduce, publish, modify, adapt and enhance it in any part of the world for any purpose.
- 12.4 Nothing in this Agreement shall in any way derogate from the rights of the Funder under any intellectual property legislation.
- 12.5 The Recipient shall not be entitled to any payment by the Funder in respect of anything done in accordance with this clause 12.
- 12.6 The Recipient shall obtain any necessary authority from any copyright or other intellectual property right holder before using it in or for the Project and shall provide to the Funder written evidence on demand of it having done so.
- 12.7 The Recipient further warrants that the Project does not violate any existing intellectual property right.

### 13. **Audit**

- 13.1 The Recipient shall keep a record of all expenditure on the Project, including but not limited to any fees, costs or other payments made to staff, consultants or other workers which they shall make available to the Funder on request.
- 13.2 The Recipient shall provide periodic financial reports to the Funder as agreed from time to time.
- 13.3 The Recipient shall keep any records for at least three years following the Completion Date.

## **14. Health and Safety**

- 14.1 The Recipient will comply with all legal requirements under the Health and Safety at Work etc Act 1974 and any regulation or order made under it and any statutory amendment to it and any legal requirements of the European Union and international agreements applicable to the Project.
- 14.2 The Recipient shall notify the Funder without delay of any accident or injury occurring whilst the Recipient is carrying out the Project.

## **15. Freedom of Information**

- 15.1 The Recipient acknowledges that the Funder is subject to the requirements under the Freedom of Information Act 2000 ('the FOIA') and shall assist and cooperate with the Funder free of charge to enable the Funder to comply with these information disclosure requirements.
- 15.2 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA, be obliged to disclose information:
- (i) without consulting with the Recipient, or
  - (ii) following consultation with the Recipient and having taken its views into account.

## **16. Matters Beyond A Party's Control**

- 16.1 If either party is prevented from fulfilling its obligations under the Agreement by reason of any supervening event beyond its control, that could not have been reasonably foreseen, including (but not limited to) war, national emergency, flood, earthquake, strike or lockout (other than a strike or lockout induced by the

party so affected) the party unable to fulfil its obligations and will do everything in its power to resume performance.

16.2 Neither party will be deemed to be in breach of its obligations under the Agreement in the circumstances set out in clause 16.1, subject to the terms set out in that clause.

16.3 If and when the period of such incapacity exceeds two months, then the Agreement will automatically terminate unless the parties first agree otherwise in writing.

## **17. Dispute Resolution**

17.1 If any dispute or difference arises between the parties in connection with or arising out of this Agreement, the parties shall enter into good faith negotiations to resolve the matter amicably.

17.2 If the parties are unable to resolve the dispute or disagreement, it shall be resolved through Alternative Dispute Resolution ('ADR') in accordance with the mediation procedure of the Centre for Effective Dispute Resolution.

## **18. Notices**

18.1 Except as otherwise provided in this Agreement all notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the person set out in this Agreement or such other address in England as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served on the day of delivery if delivered by hand when delivered and if by first class post 48 hours after posting.

## **19. Assignment and Sub-Letting**

- 19.1 This Agreement is personal to the Recipient and the Recipient shall not assign, sub-let or otherwise dispose of the Agreement without the previous consent in writing of the Funder.

## **20. Waiver**

- 20.1 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of clause 18.
- 20.2 The failure of either party to insist upon strict performance of any provision of this Agreement or the failure of either party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.
- 20.3 A waiver by the Funder of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

## **21. Variation**

- 21.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 21.2 Any such variations to be communicated in writing by the Authorised Officer to the Recipient in accordance with the notice provision of clause 18. All variations shall be addended to this Agreement.

## **22. Severability**

- 22.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court or competent jurisdiction, such provision shall be severed

and the remainder of the provisions of this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

- 22.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

### **23. Third Party Rights**

- 23.1 This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit or be enforceable by anyone else.

### **24. No Agency**

- 24.1 The Recipient is an independent contractor and nothing in this Agreement is intended to, or shall operate to, create a partnership or any employment relationship between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **25. Governing Law**

- 25.1 This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England.

**IN WITNESS** whereof the parties have executed this Agreement as a Deed on the date set out at the start of this Agreement

THE COMMON SEAL OF )  
**NORFOLK COUNTY COUNCIL** )  
was hereunto affixed )  
)

in the presence of:

AUTHORISED OFFICER

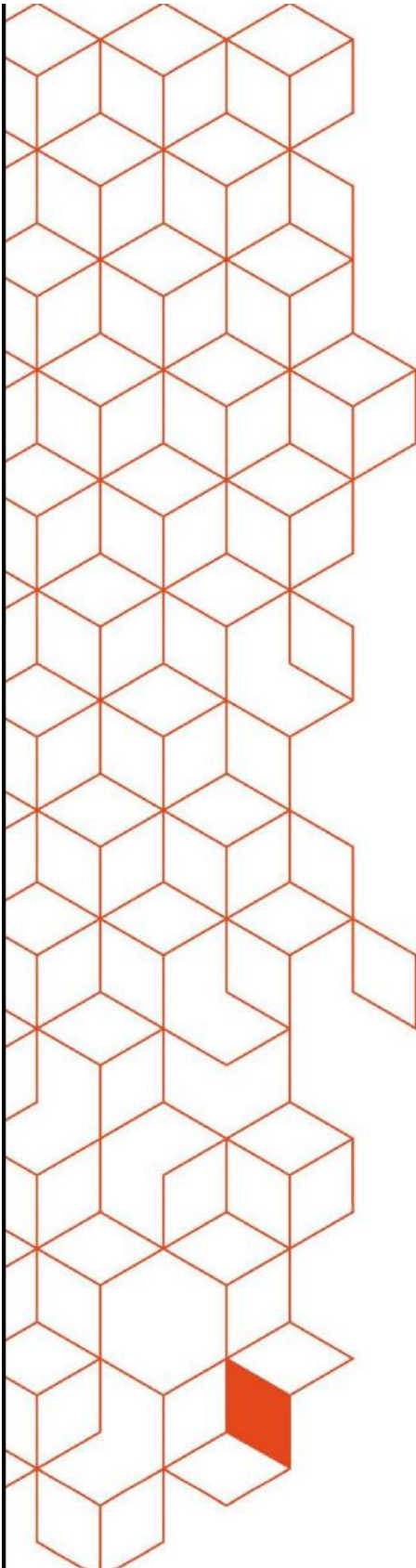
**Executed and Delivered as a deed by**  
**THE GOVERNING BODY AYLSHAM LEARNING FEDERATION**

acting by

Authorised Signature:

Authorised Signature:

## Specifications and Cost Plans



### COST PLAN

■ **Project Name**

John of Gaunt Classroom Extension & Refurbishment

■ **Client**

Aylsham Learning Federation

■ **Ref / Date**

6522/Rev E/December 2022

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[www.chaplinfarrant.com](http://www.chaplinfarrant.com)



## CONTENTS

- Executive Summary
- Project Title
- Project Description
- Status of Cost Plan
- Statement of Cost
- Statement of Floor Areas
- Information Used for Cost Plan
- Cost Plan (See Appendix A)
- Basis of Cost Plan / Assumptions
- Inclusions & Exclusions
- Cost Plan Base Date
- Changes to Previous Cost Targets
- Estimated Costs for Alternative Proposals
- Level of Accuracy / Uncertainty
- Value Engineering Options
- Conclusions
- Recommendations
- Cash Flow Forecast (if applicable)
- Construction Programme
- Appendix A – Cost Plan

## REVISION

Rev	Date	Comments	Auth.	Chkd.	Apvd.
E	16/12/2022	Updated Layout / Scheme of Works	JL	CJ	MC
D	20/05/2022	Costs Revised with Latest BCIS Inflation Indices	JL	CJ	MC
C	25/01/2022	Updated BCIS Inflation Forecasts Represented in Cost Plan	JL	CJ	MC
B	12/10/2021	Costs Revised with Inflation	EGR	CJ	MC
A	15/09/2021	Cost Plan 1 – Issued to Client	JL	CJ	MC

## COST PLAN

Project Name John of Gaunt Classroom Extension & Refurbishment

Ref / Date 6522/Rev E/December 2022

### EXECUTIVE SUMMARY

This Cost Plan for the proposed works totals **£991,432.00 (excluding VAT)** and provides a suggestive cost as to the extension and refurbishment at John of Gaunt School, Aylsham.

The Cost Plan has been based upon drawings and specifications that are listed within this document.

The costs represent a fixed price with a 2022 Q4 base date and specifically excludes any items listed in the appropriate section of this document.

This Cost Plan has been prepared exclusively for the use of Aylsham Learning Federation and should not be trusted upon by any third party. Any quantities and measurements contained within this Cost Plan should not be relied upon for any other aim than the preparation of this Cost Plan.

### PROJECT TITLE

John of Gaunt Classroom Extension & Refurbishment

### PROJECT DESCRIPTION

The project involves the construction of new reception classroom spaces and the refurbishment of existing school and assembly hall areas including associated service alterations and outdoor play areas.

### STATUS OF COST PLAN

This is a Cost Plan for establishment of construction costs at early appraisal/design brief stage (Order of Cost Estimates).

### STATEMENT OF COST (INCLUDING COST LIMIT)

The current estimated construction cost for the development is **£991,432.00 (excluding VAT)** allowing for the demolition and alterations, installation of new finishes and associated services alterations.

There is currently no cost limit set by the Client and conveyed to Chaplin Farrant prior to this report being formalised; although as this is a speculative development at an early stage, costs will need to be benchmarked and monitored.

### STATEMENT OF THE FLOOR AREAS

The following provides an approximate overview of the total works area: -

Total (Including Refurbished Areas) - **6,771** ft<sup>2</sup> / 629 m<sup>2</sup>

The estimated construction cost of the development is **£991,432.00 (excluding VAT)** subsequently the current blended construction cost/ft<sup>2</sup> (including the apportioned external works, site works, preliminaries, main contractors' overheads/profit and contingency) is **£146.42/ft<sup>2</sup>** (£1,576.20/m<sup>2</sup>).

This is an overall floor area for the purposes of providing the appropriate cost per ft<sup>2</sup>/m<sup>2</sup> for the works. Please note that due to the nature of the project it is difficult to benchmark (different levels of work being undertaken in various areas) and as a result costs ft<sup>2</sup>/m<sup>2</sup> may appear disproportionate to standard new build/refurbishment works.

### INFORMATION USED FOR COST PLAN

The following Information was used for the Cost Plan: -

- Chaplin Farrant Limited Drawing – JOG-CF-A-ZZ-DR-A-1000-Existing Plan-S2-P1
- Chaplin Farrant Limited Drawing – JOG-CF-ZZ-XX-DR-A-1003-6522-Proposed Ground Floor Plan-S2-P1
- Chaplin Farrant Limited Drawing – JOG-CF-ZZ-XX-DR-A-1004-6522-Existing Elevations-S2-P1
- Chaplin Farrant Limited Drawing – JOG-CF-ZZ-XX-DR-A-1005-6522-Proposed Elevations-S2-P1

### COST PLAN

See Appendix A.

**BASIS OF COST PLAN / ASSUMPTIONS**

- The Cost Plan (Appendix A) includes elemental splits for guidance purposes for the development based only upon percentage rates typical for the nature of the build. The rates and amounts are not to be taken as accurate totals for these elements at this stage as the main works have been measured on a m<sup>2</sup> basis only. These totals are for reference only to provide an indicative total for the element and will need to be remeasured for accuracy as the information and project develops (Formal Cost Plan 1) and before the consideration of preparing tender documentation.
- The summary (Appendix A – Page 2+) provides an overall split between the elements of the building (combined), external works and other site/facilitating works. The section is expanded for the individual elemental splits that have been apportioned at this stage per unit awaiting further information and analysis.  
*This is for guidance only and to ascertain more accurate costs the design team would have to be engaged to develop any splits and 'cut-off' points for elements such as the services, mechanical and electrical works, drainage etc. in line with any planning consents and the division of the commercial unit more accurately.*
- The building has been measured on a m<sup>2</sup> basis (and proportioned) based on current pricing information (RICS BCIS Average Prices by Function and Spon's Architectural Price Book 2023) and also assumptions/past developments pending further information or a more in-depth review of what information is currently available. This particularly concerns the elements such as the substructure and mechanical and electrical works items, for example, such as the drainage whereby a drainage engineer would need to be engaged, particularly if the development is to be constructed in phases (as detailed) as to what infrastructure is required at each stage.
- All costs are based on current tender conditions. There has been no allowance for any contaminated ground or the relocating of any existing services in the area.
- The works are assumed to be completed to a standard specification as interpreted from the drawings listed.
- It is currently assumed that the work is to be completed in one continuous construction programme with no allowance for inflation or the completion of the project in phases/sections.
- It is assumed that all works will be undertaken during typical (normal) accepted construction working hours and does not take into consideration any overtime or weekend working in the costs or the programme.
- Preliminaries are currently priced at 15% including main contractors' overheads and profit at 4-5% recoverable.
- A contingency is applied at a rate of approximately 5% of the build cost (due to several unknowns and potential risk items – a build contingency and design contingency).
- The costs provided in this document are subject to market conditions and can fluctuate accordingly on active return of tenders. This could vary the costs either positively or negatively from a client's perspective as for example, contractors may be able to achieve more competitive rates for labour and materials, have internal factors that influence commercial management of the submitted tender return in addition to items such as their current order book. Likewise, the costs could increase not only due to the aforementioned factors but also economic external influences such as the leaving of the European Economic Union and any associated effects. It is recommended that a post-tender analysis is undertaken that can acutely take into consideration these factors, however, as a number are internally driving influences, they are ultimately at the choice of the tendering contractors and will have to be reviewed on return.
- The recent pandemic situation (COVID-19) and the implications that have been experienced worldwide from a social, economic and most importantly health perspective (both mental and physical) should be a consideration. The key aspect to all of the facets of the pandemic is that there still remains an uncertainty as to the effects and impact, both presently and in the long term, for many aspects of society and businesses, none more so than the construction industry. In direct terms to Cost Plans, while currently the costs and all assessments are based on current guidance and practice as of the date of this report, the extraordinary times we have seen recently will undoubtedly have an impact on some of these that cannot be predicted at this stage. As alluded to, this is an unknown ever-changing situation and the risks can only be truly assessed on a daily basis and in direct relationship to decisions being made concerning the progression of the development and key aspects such as the tender process and the commencement on site of the project.
- From the 1<sup>st</sup> April 2022, many businesses were no longer entitled to use 'red' diesel which is used predominantly within the vehicles of the construction industry, this is due to a UK Government reform on its use. This increases uncertainty on tender returns as contractors' prices may fluctuate because of the rise in expenses.



- The current Ukraine-Russia conflict and resultant humanitarian crisis has already shown to increase the rise in wholesale oil prices and this is likely to cause a rise in fuel and energy costs across Europe, with such volatility providing greater risk in terms of cost uncertainty.
- There are a number of exclusions in this document that could be perceived as general with some in theory having been attended to in Client discussions and associated documentation and correspondence; however, these remain should the design develop into the pre-tender/tender stage and any of these aspects become part of the works and therefore will need to be categorised as not included in the prices reported in this document.

### INCLUSIONS & EXCLUSIONS

The following has been *included* in the Cost Plan: -

- The external works element includes estimated costs for paving to new entrance areas, the reception play area and associated general landscaping.
- The mechanical and electrical works have been allowed for on a m<sup>2</sup> basis, individual items have not been counted or measured.

The following has been *excluded* from the Cost Plan:-

- VAT and associated fees.
- Professional fees and reports.
- Any Covid-19 risk or opportunity allowance (see appropriate uncertainty section).
- Unforeseen abnormal ground conditions (recommend appropriate testing).
- Any sub-structure and structural works to the existing foundations, slab, frame and associated steelwork.
- No allowance has been made for new external entrance doors to the refurbished areas.
- Archaeological works and cost with any associated works.
- Development costs outside of those listed in the basis of this Cost Plan and identified in Appendix A.
- Any asbestos works, reports, notifications etc.
- Arboriculture, ecological, tree protection works and the like on the site including associated reports and recommendations.
- Piling and associated substructure works for any poor ground conditions met.
- Any potential site contamination works including reports, removal etc.
- Any flood protection works.
- Tenant fit-out works/loose fittings & furniture including any specialist equipment, catering requirements.
- Work to any adjacent buildings and existing boundary walls, fences, water features, hedgerows etc. No allowance for acoustic fencing to perimeter or comparable boundary features including separating walls.
- Any possible upgrade of infrastructure / incoming services.
- Any substation works, infrastructure upgrades etc.
- Information Technology establishment, including servers.
- Associated legal fees, planning and building regulation fees.
- Street lighting and any road closures/traffic management required.

**COST PLAN BASE DATE**

The base date for this Cost Plan is the 16<sup>th</sup> December 2022; no inflation factors have been applied beyond this point.

**REASONS FOR CHANGES TO PREVIOUS COST TARGETS**

This is Revision E of the Cost Plan undertaken on this project by Chaplin Farrant. Revision D of the Cost Plan was issued to the Client via e-mail transmission on the 19<sup>th</sup> May 2022.

Cost changes from any reported previously (JOG-CF-ZZ-00-CP-Q-0004\_6522JohnOfGauntSchoolCostPlanOCE-S4-P4) are due to the following:-

- The Cost Plan has been updated to reflect the recent design developments and latest changes to the scope of the works. Please see the 'Information Used for Cost Plan' section of this document for a list of drawings and documentation which were used for this revision of the Cost Plan.
- The overall saving in cost from the previous revision comes largely due to the reduction in area of the proposed new build sections. There has also been a change of scope in relation to demolition works, for example, the 'group room' adjacent to the assembly hall was previously outlined to be demolished.
- For reference, the estimated development costs included within each Revision were/are as follows:-
  - Revision A - £1,052,926.00 (excluding VAT)
  - Revision B - £1,103,496.00 (excluding VAT)
  - Revision C - £1,107,542.00 (excluding VAT)
  - Revision D - £1,214,655.00 (excluding VAT)
  - Revision E - £991,432.00 (excluding VAT)

**ESTIMATED COSTS FOR ALTERNATIVE PROPOSALS**

Please note that costs for the development could increase in undertaking the works in phases/sections.

**LEVEL OF ACCURACY / UNCERTAINTY**

In accordance with the RICS Professional Statement 'Cost Prediction, Global, 1<sup>st</sup> Edition, November 2020' which came into effect from the 1<sup>st</sup> of July 2021, there is the mandatory requirement to provide an estimate of the accuracy or level of uncertainty of this Cost Plan at this stage.

This is a Cost Plan currently considered at Level 2.

The following are factors that are impacting the current accuracy or level of uncertainty (with management of risk actions in brackets):-

- Covid-19 Pandemic (Monitor impacts on current tender returns):-
  - Materials not being available as works and factories shut down/are slow to re-open (insolvency/administration cases increase).
  - Materials unable to be delivered from outside of the UK / higher charges.
  - Sites shutting down initially or again in the future or slow to re-open and gain full capacity and output.
  - Loss of capacity (labour) and productivity due to changes resulting from the implementation of site operating procedures (SOP) and the effects of testing, isolation etc. in relation to Covid-19.
  - Investors decrease monetary involvement.
  - Public-sector resources earmarked for construction investment are diverted to deal with the crisis moving forward.
  - Safety implications of COVID-19.
  - Risk averse Contractors.

## COST PLAN

- Leaving the European Union – Material / Labour / Plant Costs and Availability (Monitor impacts on current tender returns).
- Material Costs – Known risks currently on steelwork and timber costs as these are seeing volatile cost increases (Procurement of these materials early / change in specification).
- Labour – See Covid-19 / Leaving the European Economic Union (Procurement / Certainty from proposed tendering contractors).
- Design/Specification development – current information completeness estimated at 30% (Develop drawings to Technical Design)

Based upon the above and the project maturity the forecast current accuracy or level of uncertainty on the provided costs is +/- 30%.

## VALUE ENGINEERING OPTIONS

No Value Engineering Options have been explored at this time, although this is not to indicate that none are potentially available. This could be potentially explored as the design develops pre-tender or on the receipt of active tender returns.

## CONCLUSIONS

The Cost Plan does not consider additional development costs and is only a review of the estimated construction costs for the project. The Cost Plan can be applied in assessing the current scheme from a feasibility standpoint, however, when further information becomes available or design team members approached/appointed then more detailed measures/estimations should be produced (concerning aspects such as any contractors design elements) and the current figures provided reviewed; although at this stage the attached (Appendix A) should be sufficient for assessment of the viability of the scheme.

## RECOMMENDATIONS

If the development progresses forward from this stage then it is recommended to consider all other associated development costs, including factors such as land purchase costs, professional fees and legal costs, to ascertain the overall viability of the development. The Cost Plan should also be reviewed when the design develops to take into account factors such as the structural design and contractors design portion elements.

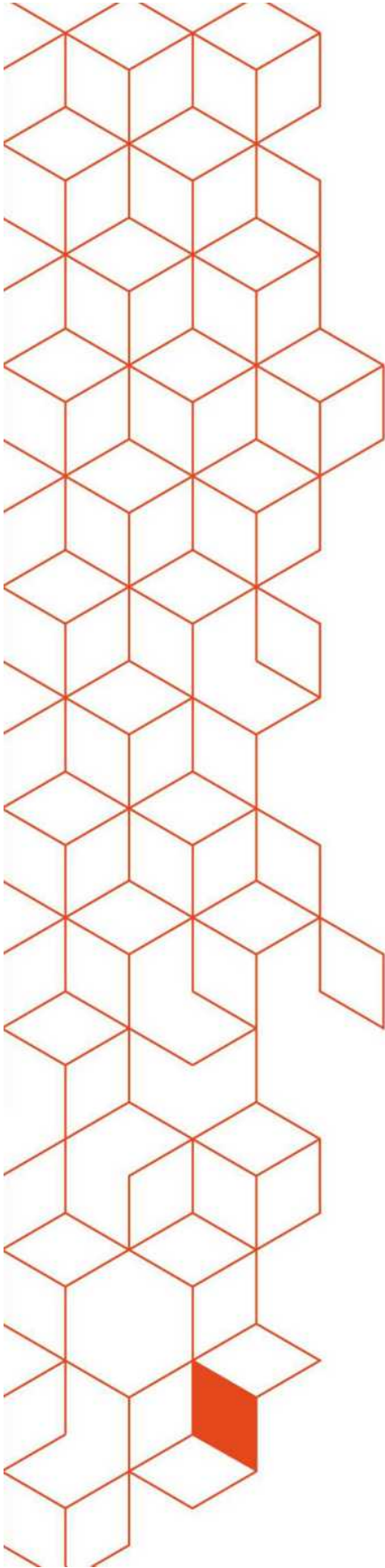
## CASH FLOW FORECAST (IF APPLICABLE)

Will be provided by the appointed Contractor prior to commencement on site (construction works).

There has currently been no appointment by the Client to incorporate potential cashflow factors at this stage of the Cost Report and the accuracy is such that it is not recommended to be performed at this current stage.

## CONSTRUCTION PROGRAMME

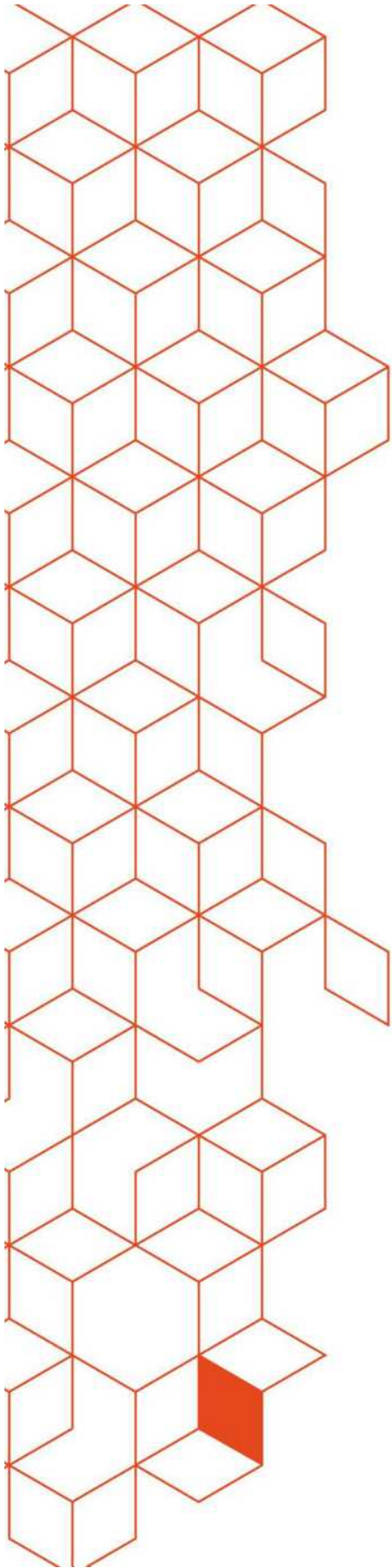
It is recommended that the selected/approached Contractor is engaged as early as possible in the procurement method to provide more accurate construction periods, programmes and breakdowns. The selected/approached Contractor will also have influence on the construction programme based upon internal factors such as their organisation size, resources, workload and other influences that can only become apparent as the development progresses.



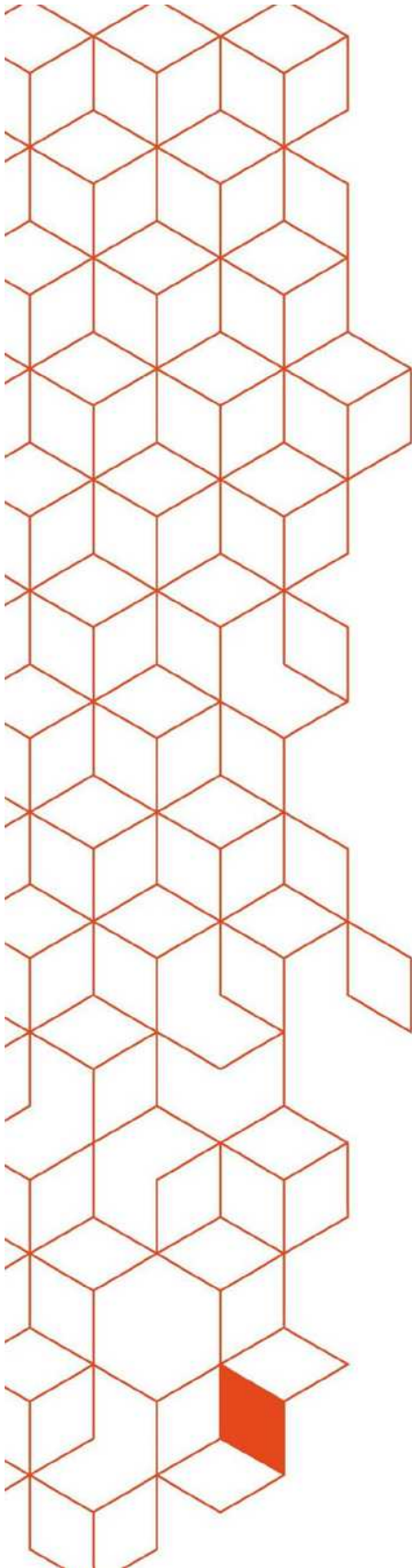
## APPENDIX A

■ Cost Plan









## COST PLAN

### ■ Project Name

John of Gaunt Classroom Extension & Refurbishment

### ■ Client

Aylsham Learning Federation

### ■ Ref / Date

6522/Rev E/December 2022

T 01603 700000  
E office@chaplinfarrant.com  
www.chaplinfarrant.com

## CONTENTS

- Executive Summary
- Project Title
- Project Description
- Status of Cost Plan
- Statement of Cost
- Statement of Floor Areas
- Information Used for Cost Plan
- Cost Plan (See Appendix A)
- Basis of Cost Plan / Assumptions
- Inclusions & Exclusions
- Cost Plan Base Date
- Changes to Previous Cost Targets
- Estimated Costs for Alternative Proposals
- Level of Accuracy / Uncertainty
- Value Engineering Options
- Conclusions
- Recommendations
- Cash Flow Forecast (if applicable)
- Construction Programme
- Appendix A – Cost Plan

## REVISION

Rev	Date	Comments	Auth.	Chkd.	Apvd.
E	16/12/2022	Updated Layout / Scheme of Works	JL	CJ	MC
D	20/05/2022	Costs Revised with Latest BCIS Inflation Indices	JL	CJ	MC
C	25/01/2022	Updated BCIS Inflation Forecasts Represented in Cost Plan	JL	CJ	MC
B	12/10/2021	Costs Revised with Inflation	EGR	CJ	MC
A	15/09/2021	Cost Plan 1 – Issued to Client	JL	CJ	MC

## COST PLAN

Project Name John of Gaunt Classroom Extension & Refurbishment  
Ref / Date 6522/Rev E/December 2022

### EXECUTIVE SUMMARY

This Cost Plan for the proposed works totals **£991,432.00 (excluding VAT)** and provides a suggestive cost as to the extension and refurbishment at John of Gaunt School, Aylsham.

The Cost Plan has been based upon drawings and specifications that are listed within this document.

The costs represent a fixed price with a 2022 Q4 base date and specifically excludes any items listed in the appropriate section of this document.

This Cost Plan has been prepared exclusively for the use of Aylsham Learning Federation and should not be trusted upon by any third party. Any quantities and measurements contained within this Cost Plan should not be relied upon for any other aim than the preparation of this Cost Plan.

### PROJECT TITLE

John of Gaunt Classroom Extension & Refurbishment

### PROJECT DESCRIPTION

The project involves the construction of new reception classroom spaces and the refurbishment of existing school and assembly hall areas including associated service alterations and outdoor play areas.

### STATUS OF COST PLAN

This is a Cost Plan for establishment of construction costs at early appraisal/design brief stage (Order of Cost Estimates).

### STATEMENT OF COST (INCLUDING COST LIMIT)

The current estimated construction cost for the development is **£991,432.00 (excluding VAT)** allowing for the demolition and alterations, installation of new finishes and associated services alterations.

There is currently no cost limit set by the Client and conveyed to Chaplin Farrant prior to this report being formalised; although as this is a speculative development at an early stage, costs will need to be benchmarked and monitored.

### STATEMENT OF THE FLOOR AREAS

The following provides an approximate overview of the total works area: -

Total (Including Refurbished Areas) - **6,771** ft<sup>2</sup> / 629 m<sup>2</sup>

The estimated construction cost of the development is **£991,432.00 (excluding VAT)** subsequently the current blended construction cost/ft<sup>2</sup> (including the apportioned external works, site works, preliminaries, main contractors' overheads/profit and contingency) is **£146.42/ft<sup>2</sup>** (£1,576.20/m<sup>2</sup>).

This is an overall floor area for the purposes of providing the appropriate cost per ft<sup>2</sup>/m<sup>2</sup> for the works. Please note that due to the nature of the project it is difficult to benchmark (different levels of work being undertaken in various areas) and as a result costs ft<sup>2</sup>/m<sup>2</sup> may appear disproportionate to standard new build/refurbishment works.

### INFORMATION USED FOR COST PLAN

The following Information was used for the Cost Plan: -

- Chaplin Farrant Limited Drawing – JOG-CF-A-ZZ-DR-A-1000-Existing Plan-S2-P1
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### COST PLAN

See Appendix A.

## BASIS OF COST PLAN / ASSUMPTIONS

- The Cost Plan (Appendix A) includes elemental splits for guidance purposes for the development based only upon percentage rates typical for the nature of the build. The rates and amounts are not to be taken as accurate totals for these elements at this stage as the main works have been measured on a m<sup>2</sup> basis only. These totals are for reference only to provide an indicative total for the element and will need to be remeasured for accuracy as the information and project develops (Formal Cost Plan 1) and before the consideration of preparing tender documentation.
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*This is for guidance only and to ascertain more accurate costs the design team would have to be engaged to develop any splits and 'cut-off' points for elements such as the services, mechanical and electrical works, drainage etc. in line with any planning consents and the division of the commercial unit more accurately.*

- The building has been measured on a m<sup>2</sup> basis (and proportioned) based on current pricing information (RICS BCIS Average Prices by Function and Spon's Architectural Price Book 2023) and also assumptions/past developments pending further information or a more in-depth review of what information is currently available. This particularly concerns the elements such as the substructure and mechanical and electrical works items, for example, such as the drainage whereby a drainage engineer would need to be engaged, particularly if the development is to be constructed in phases (as detailed) as to what infrastructure is required at each stage.
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- It is assumed that all works will be undertaken during typical (normal) accepted construction working hours and does not take into consideration any overtime or weekend working in the costs or the programme.
- Preliminaries are currently priced at 15% including main contractors' overheads and profit at 4-5% recoverable.
- A contingency is applied at a rate of approximately 5% of the build cost (due to several unknowns and potential risk items – a build contingency and design contingency).
- The costs provided in this document are subject to market conditions and can fluctuate accordingly on active return of tenders. This could vary the costs either positively or negatively from a client's perspective as for example, contractors may be able to achieve more competitive rates for labour and materials, have internal factors that influence commercial management of the submitted tender return in addition to items such as their current order book. Likewise, the costs could increase not only due to the aforementioned factors but also economic external influences such as the leaving of the European Economic Union and any associated effects. It is recommended that a post-tender analysis is undertaken that can acutely take into consideration these factors, however, as a number are internally driving influences, they are ultimately at the choice of the tendering contractors and will have to be reviewed on return.
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#### INCLUSIONS & EXCLUSIONS

The following has been *included* in the Cost Plan: -

- The external works element includes estimated costs for paving to new entrance areas, the reception play area and associated general landscaping.
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- VAT and associated fees.
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## COST PLAN

Project Name John of Gaunt Classroom Extension & Refurbishment  
Ref / Date 6522/Rev E/December 2022

- Leaving the European Union – Material / Labour / Plant Costs and Availability (Monitor impacts on current tender returns).
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- Design/Specification development – current information completeness estimated at 30% (Develop drawings to Technical Design)

Based upon the above and the project maturity the forecast current accuracy or level of uncertainty on the provided costs is +/- 30%.

## VALUE ENGINEERING OPTIONS

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## CONCLUSIONS

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## RECOMMENDATIONS

If the development progresses forward from this stage then it is recommended to consider all other associated development costs, including factors such as land purchase costs, professional fees and legal costs, to ascertain the overall viability of the development. The Cost Plan should also be reviewed when the design develops to take into account factors such as the structural design and contractors design portion elements.

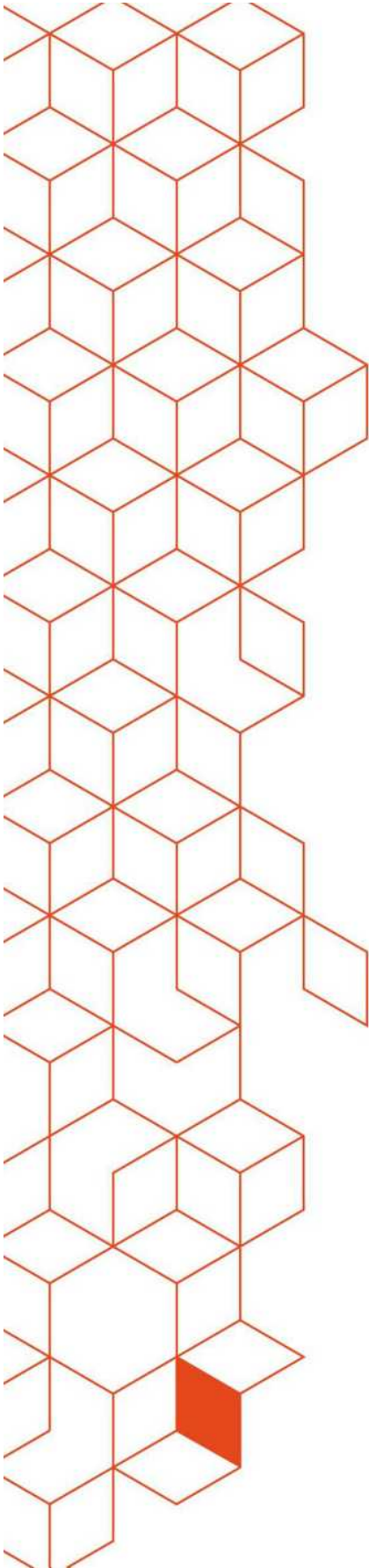
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Will be provided by the appointed Contractor prior to commencement on site (construction works).

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## CONSTRUCTION PROGRAMME

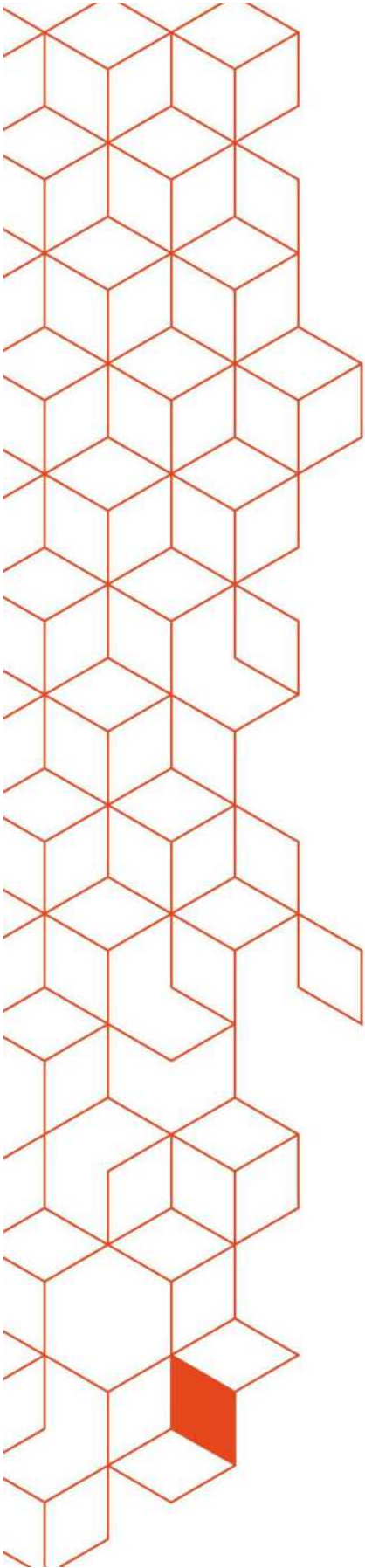
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## APPENDIX A

■ Cost Plan







## **Schedule 1**

### **Financial Instalment Schedule**

**1<sup>st</sup> Instalment on commencement of project - £100,000.00  
(John of Gaunt) Month 1 with agreement**

**2<sup>nd</sup> instalment on £287,000.00 (John of Gaunt) Month 2 with agreement**

**3<sup>rd</sup> Instalment on commencement of project - £338,404.00  
Preliminaries/Site Works/Substructure  
(Aylsham High School) Month 1 of project start at AHS**

**4<sup>th</sup> Instalment Superstructure commencement - £392,362.00**

**5<sup>th</sup> Instalment Internal Finishes/Fittings/Services/Externals - £533,072.00  
(Aylsham High School) Month 6 AHS**

**6<sup>th</sup> Instalment Contractor Recovery/Contingencies - £133,586.00  
(Aylsham High School Month 10 AHS Final Sign off received to the satisfaction  
of NCC**

**7<sup>th</sup> Instalment John of Gaunt Month 6 - £250,000.00**

**8<sup>th</sup> Instalment John of Gaunt Month 10 - £132,966.00**

**9<sup>th</sup> Instalment John of Gaunt Final sign off received to the satisfaction of NCC -  
£212,610.00 + £50,227.47 (Interest accrued on S106 sums held)**

The Recipient is required at each trigger point to provide evidence, invoices demonstrating the spend against the funding allocation which upon the Funders satisfaction shall trigger the Funder transferring funds as per the schedule.

## Schedule 2

### Site Plans

