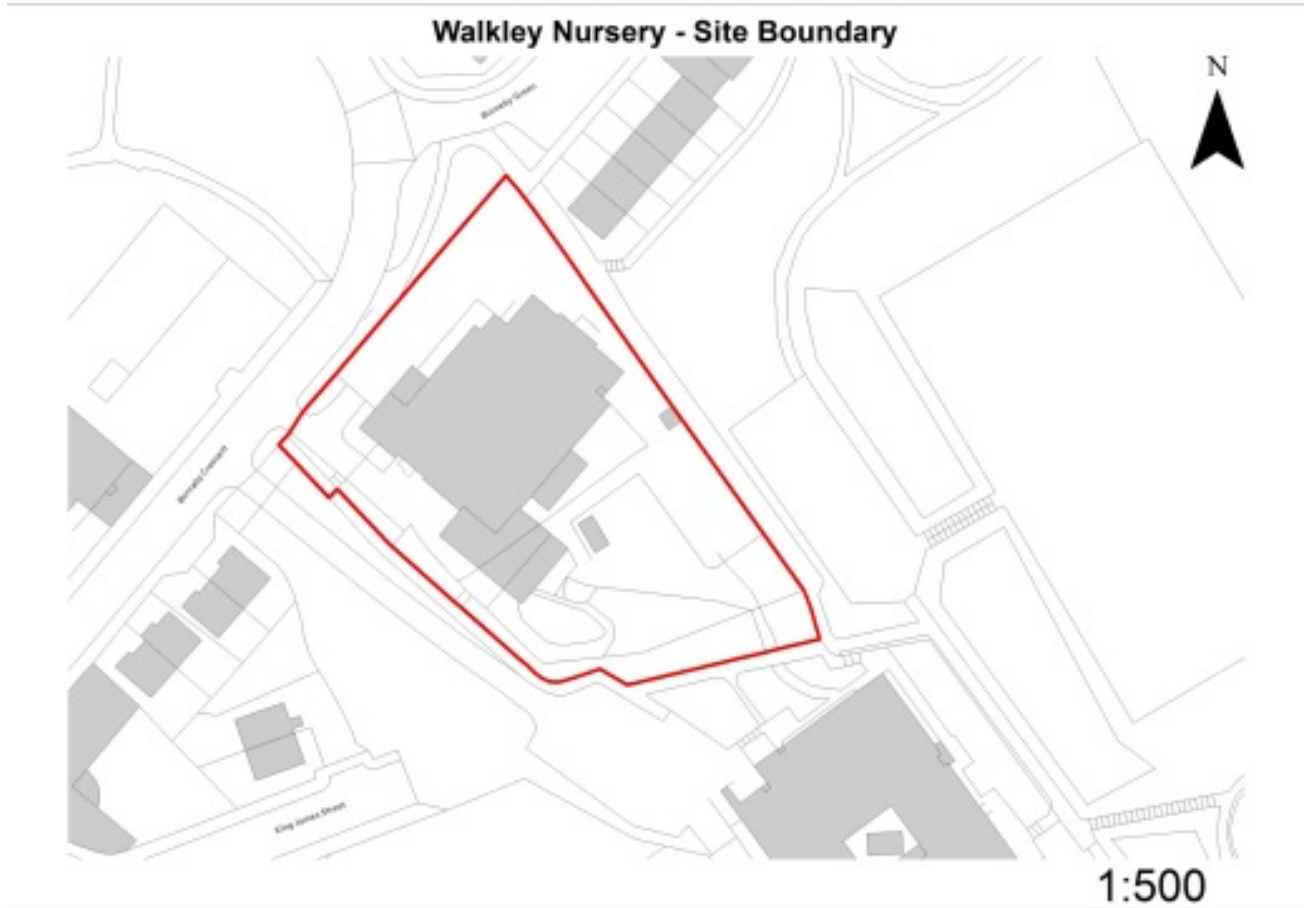


APPENDIX 1 – WALKLEY SCHOOL SITE MAP



APPENDIX 2 – COMMITMENT TO CAPITAL CONTRIBUTION LETTER



**Eugene Walker, Executive Director
Resources Portfolio**

Town Hall, Sheffield S1 2HH
Tel: 0114 273 5167 Email: eugene.walker@sheffield.gov.uk

Mike Green
Director of Capital
Education Funding Agency
4th Floor
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

22 September 2017

Dear Mr Green

Priority School Building Programme CF Yorkshire A – Capital Contribution relating to additional works at Walkley Primary School, Sheffield

Sheffield City Council (*the "Council"*) is aware that Walkley Primary School (the "School") is to be rebuilt or refurbished as part of the Priority School Building Programme (PSBP). The Council acknowledges that the Secretary of State for Education (the "Secretary of State") intends to enter into a Design and Build Contract (the "Contract") for the carrying out of design and construction work relating to the School. The Council wishes to use this opportunity to incorporate additional works at the School via the Contract that are over and above the Education Funding Agency's (EFA) control option, specifically:

The Council agrees to meet the additional cost of delivering a full new build solution and to take ownership of the existing Nursery/Infant school building and immediate surrounding area (the "Additional Works")

To progress this matter the Council agrees to the following.

Capital Contribution

It is the Council's intention to provide a capital contribution of up to a maximum of £250,000 plus VAT where applicable (the "Contribution") for the provision of the Additional Works. The Council is aware that the EFA will invoice only once the final cost for the Additional Works has been confirmed and agreed with the Council, and the Council agrees to pay this amount up to a maximum value of £250 000.

Challenge Process

Once the EFA has concluded the final design in line with the planning requirements, both parties will have a firm understanding of what the final costs for the Additional Works will be before the works commence on site. At this point the Council can evaluate these costs, which will be provided on an open book basis to the Council, prior to agreeing the Contribution with the EFA.

Additional Costs once in Contract

In addition, the Council acknowledges that the Additional Works are being procured on behalf of the Council and therefore agrees to reimburse the EFA for any additional costs properly payable by the EFA to the Contractor under the Contract which directly relate to the Additional Works unless these costs exceed the total maximum contribution of £250 000. The EFA will notify the Council upon receipt of any legitimate claim for such costs and will keep the Council informed as the EFA seeks to agree a figure with the Contractor. The Council agrees to pay any further contribution in accordance with the invoicing arrangements set out below.

Abortive costs associated with cancellation of the proposal

If the Council decides not to go ahead with the provision of any or all of the Additional Works then the Council agrees to pay any costs properly incurred by the EFA in relation to any abortive design and project management costs associated with the incorporation of the Additional Works into the Contract.

Matters not Funded by the PSBP

The Council acknowledges that the PSBP does not fund any off-site works, including but not limited to works required under the Town and Country Planning Act 1990 (including but not limited to section 106 works) or the Highways Act 1980 (including but not limited to section 278 works). The Council acknowledges that should any such works be necessary then the Council will be required to fund the costs of them in addition to the figure referred to above.

Contractual position

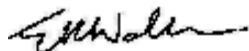
The Council acknowledges that, in order to procure the construction of the proposed items on behalf of the Council, the EFA will be the 'client' for the purposes of the Contract for the overall project at the School.

Payment

The Council agrees to pay the Contribution (and any further contribution up to a maximum of £250 000) including VAT as agreed in accordance with this letter within 30 working days of receipt of an invoice from the EFA. The invoice shall be issued to Sheffield City Council, and addressed for the attention of [Tricia Slater].

The Council confirms that the purchase order number to be used on all invoices relating to this matter is: TBC.¹

Yours sincerely,



¹ A valid purchase order is a requirement for all contributions – without this the associated Works will not be included in a Contract.

APPENDIX 3 - BACK-TO-BACK AGREEMENT



**PSBP Capital Team
Operations Directorate
Department for Education
Fifth Floor, Sanctuary Buildings
20 Great Smith Street
London
SW1P 3BT**

Mr John Mothersole, Chief Executive Officer
Sheffield City Council
Pinstone Street
Sheffield
S1 2HH

2nd December 2019

Dear Sir

**Priority School Building Programme (PSBP) Capital Project at Walkley Primary School,
Burnaby Crescent, Sheffield, S6 2RZ**

The Secretary of State for Education (the "Secretary of State") intends to enter into a Design and Build Contract with Interserve Construction Limited (the "Contractor") for the carrying out of design and construction work relating to Walkley Primary School (the "School"). A copy of the proposed Design and Build Contract (the "Contract") has been made available to you and you will be aware that by entering into it, the Secretary of State will assume various obligations to the Contractor. However, the Secretary of State is not the owner of the School's site nor does he have day-to-day control over the School's activities. As such, this letter seeks your formal agreement that you will assist the Secretary of State in fulfilling those of his obligations that relate to the School's site and activities.

Requirements of you

In consideration of the Secretary of State entering into the Contract with the Contractor we ask that each of the other signatories to this letter agree to the following:

1. you will at all times act reasonably in all dealings with the Secretary of State concerning the Contract;
2. to the extent that you are able to do so, you grant to the Secretary of State such property and other rights as are necessary to allow the Secretary of State to grant to the Contractor those property and other rights granted to him by the Contract;
3. to the extent that you are able to do so, you consent to the carrying out of the construction works as described in the Contract (including as that contract may be varied from time to time) by or on behalf of the Secretary of State;
4. you will co-operate fully and in a timely manner (at your own expense) with any request made by the Secretary of State to provide documents, or ensure the provision of documents relating to the School, and to provide, or ensure the provision of any oral or written information relating to the School;
5. you will not wilfully impede either the Secretary of State or the Contractor in the performance of their obligations under the Contract;
6. you will regularly liaise with the Secretary of State and assist with anything that is required of you by the Secretary of State to discharge his obligations under the Contract including (without limitation) complying with the requirements of the planning permission, the obtaining of any third party consents and compliance with the agreed programme for decanting from the old to the new premises;
7. you acknowledge that the planning permission for the carrying out of the construction works as described in the Contract is subject to the planning conditions appended at Annexe 1. Whilst the majority of these planning conditions will be the responsibility of the Contractor to fulfil in accordance with the Contract, you agree that, without prejudice to the generality of paragraph 6, you will comply with planning conditions numbers 11 (Landscape Works) in part, in relation to maintenance and replacement of plants that fail within a 5 year period from completion, 15 (Externally Mounted Plant or Equipment) in part, in relation to the alteration, 18 (Travel Plan), 22 (Acoustic Barrier) in part, in relation to maintenance and retention, 26 (Bicycle Shelter) in part, in relation to maintenance and retention, 27 (Community Use Agreement) and 28 (Car Parking) in part, in relation to retention as these conditions can be fulfilled (either wholly or in part) only by you and not (or not solely) by the Contractor or the Secretary of State; and

8. you will behave reasonably at all times and not do anything or omit to do anything that would cause the Secretary of State to breach his obligations under the Contract or would otherwise allow the Contractor to claim additional time or money.

It is intended that this letter creates legal relations between the Secretary of State and the other parties to it.

Please acknowledge receipt and acceptance of the terms of this letter by signing, dating and returning each copy. Once the DfE has signed all copies a completed version will be returned to you for your records.

Yours faithfully,


.....

Jane Balderstone
Programme Director
Priority School Building Programme

Authorised to sign for and on
behalf of the SECRETARY OF
STATE FOR EDUCATION

We hereby acknowledge receipt and accept the contents of this letter:

Sheffield City Council

Authorised Signatory: 	
Name: JOHN DOYLE	
Position in Organisation: Chief Executive Director of Business Strategy	
Date: 6/12/19	

Walkley Primary School

Authorised Signatory: VAL SIAM	
Name: Val Siam	
Position in Organisation: Head Teacher	
Date: 5.12.19	

Walkley Primary School Governing Body

Authorised Signatory: AWILCOCK	
Name: A wilcock	
Position in Organisation: Chair of Governors	
Date: 5-12-19	