



HILLINGDON  
LONDON

# **MANAGEMENT OF SCHOOL MAINTENANCE PROJECTS: POLICY DOCUMENT**

## 1. OVERVIEW

1.1 This document outlines the processes and mechanism through which maintenance works which have been identified as requiring repairs will be undertaken.

1.2 The intent of this document is to clearly outline the roles and responsibilities on the part of both the Council as the commissioning body as well as the individual school. It ensures clarity with regards the financial obligations of both parties based on careful assessment of both the works to be undertaken as well as the financial resources of the school.

1.3 Following Cabinet approval of the recommendations made within this report and in compliance with the Council's standing orders, it is anticipated that a formalised approach to managing these works will ensure a structure which will make the programme more efficient, with works undertaken in a more expedient manner.

1.4 For the purposes of this document these works have been identified as being grouped into the following categories:

- 1.4.1 Planned Maintenance
  - Priority – works requiring immediate action to prevent closure of all or part of the school
  - Non-priority – works requiring action to maintain the fabric of the building
- 1.4.2 Reactive Repairs and Maintenance – works of an unforeseen emergency nature to prevent closure which will largely be undertaken and paid for by the schools directly.
- 1.4.3 Consequential Improvements – energy efficiency improvements required under Building Regulations if the construction works are an extension to an existing building or if a new building is physically connected to an existing building.
- 1.4.4 Allowable Solutions – as one of the planning consent conditions for money that would be spent on the new buildings for energy savings measures will now be applied to the existing school buildings and should form part of the School Condition Works programme.
- 1.4.5 Ad-hoc surveys - E.g. Asbestos
- 1.4.6 Routine Maintenance - Works undertaken and paid for by the schools directly as part of the ongoing maintenance of the school.

## 2. BENEFITS OF COLLABORATIVE WORKING BETWEEN THE SCHOOL AND COUNCIL

2.1 The benefits of working together cannot be overstated; the confidence that works will be undertaken through the use of contractors procured either through a framework or an approved shortlist.

2.2 Costs will be scrutinised by the Council's quantity surveyors to ensure value for money and works will be managed by a Council Programme / Project Manager and/or the Council's Consultants.

2.3 Where works are being undertaken directly by the school but with contributions from the Council, the Council retains the right to take a monitoring role to ensure compliance. This will involve inspections if required by the Local Authority and the submission of regular progress report(s) from the relevant school and a review of the agreed scope of services to ensure it covers works identified in the initial Council survey. The date of balances will be as at 1<sup>st</sup> April of the year/s works are proposed.

### **3. FORMALISED APPROACH TO IDENTIFYING WORKS TO BE UNDERTAKEN**

#### **See also Appendix 1**

#### 3.1 Approach

- 3.1.1 Arrange meetings with schools to prioritise works as required.
- 3.1.2 Schools to agree firstly to the principle of the policy to allow investigation of the works to proceed and when the costs have been established to then agree the amount of the contribution.
- 3.1.3 The works are to be funnelled into the LA school conditions teams; this would be dependent on the value and complexity of the works, and allocated to the relevant Local Authority Programme Manager.
- 3.1.4 Discuss procurement options and route with the school.
- 3.1.5 Undertake the relevant procurement route.
- 3.1.6 Discuss mobilisation of the contractor(s), access, programme, compound and any specific site issues with the school.
- 3.1.7 Undertake the mobilisation of contractors, site issues, H&S/CDM.
- 3.1.8 Management of the project while on-site until practical completion
- 3.1.9 Management of the Defects Liability Period
- 3.1.10 Undertake the identification and completion of contractual defects and agreeing final account

### **4. SCHOOLS RESPONSIBILITIES**

4.1 To support the Local Authority with the conditions works programme for their school.

4.2 Schools recognise that this is not a reactive or routine maintenance facility for which they are responsible. The works are programmed on a planned maintenance basis where they proceed.

4.3 To make the school premises available at all reasonable times and for reasonable periods for inspections, surveys, the works and the completion of any defects.

4.4 To allow access at all reasonable times including outside school hours, out of term time, weekends, bank holidays and school holidays as well as term time.

4.5 Make available to the Local Authority (and/or their Contractors) keys, alarm codes and any other requirement for access, or at the schools expense, school personnel to open and close the school premises.

4.6 Agree not to impose or request a Disclosure and Barring Service (DBS) requirement greater than that required by law.

4.7 Agree not to make any charge for the involvement of any school personnel or contractors (e.g. site manager, maintenance contractors, etc.).

4.8 Should the project not proceed due to the school deciding not to continue with the process that the school will pay the Local Authorities costs to that point.

4.9 The defects liability period is the contractual period following practical completion (PC) in which the contractual defects are dealt with. The school agrees to follow the Council's reporting procedure and acknowledges that the Local Authority have the final say on defects and their completion.

## **5. THE CONTRIBUTORY FIGURE/SCHOOL BALANCES - HOW THESE ARE WORKED OUT**

5.1 The costs to be considered for each school maintenance project will comprise

- Build / Construction Cost
- Development Fees - Surveys and reports and compliance with planning and building control statutory requirements.
- Consultants Fees and any specialists required.
- Capital Programme fees.
- Any site specific costs and charges.
- Contingency fees (to cover any unforeseen costs)

5.2 Costs would initially be feasibility stage estimated costs and budgets will be allocated on this basis until a contract is awarded. There are four bands as set out in table 1:

5.3 The principal would be to contribute towards the project costs which would range from 50% up to a maximum of 75% of the cost but capped at no greater impact than 20% of the schools reserves excepting the items referred to in the item 5.4 below. See **table 1** below.

5.4 Where the school have not undertaken or carried out routine and/or reactive repairs and maintenance and/or maintained plant and equipment in accordance with the manufacturers guidelines, in particular where this has caused premature failure or a greater failure than would normally be expected, the cap on the schools reserves will be increased to 50%.

5.5 It will be for the school to prove they have carried out the necessary repairs and maintenance for items that have failed before their normal life expectancy or where the works required is greater than would normally be expected. (Examples of proof include, maintenance certificates, invoices for repairs, etc.)

5.6 Exceptions to this policy include:

- Non-contributory projects (with special cabinet approval); those schools for example where capital or expansion works are in progress
- Other funding streams - Devolved Formula Capital

**Table1 - Proposed School Contribution Levels and Reserves Cap**

Bandings	Project Cost	Schools Contribution	School Reserves Cap*
1	£0 - £50,000	75%	20%
2	£50,001 - £150,000	65%	20%
3	£150,000 to £250,000	60%	20%
4	Greater than £250,000	50%	20%

\*Subject to adequate repairs and maintenance (See condition 5.4 and 5.5).

Schools will be offered an option to pay their contribution over 2 instalments the first prior to start on site and the balance at practical completion.

## 6. Format for Executing:

**School 1** has minor capital project costing £7,500 its reserves are £80,000. The 75% contribution would be £5,625 which is less than the Cap of £16,000.

**School 2** has medium project of £100,000, its reserves are £200,000. The contribution at 65% is £65,000 however the 20% cap would reduce this to £40,000. If in this example the school had the smaller reserves of school 1 i.e. £80,000, then the contribution would be capped at £16,000.

**School 3** has large project of £200,000, reserves of £600,000. The contribution at 60% would be £120,000; the cap would be £120,000.

**School 4** has substantial project of £300,000, reserves of £600,000. The contribution at 50% would be £150,000; the cap would limit this to £120,000.

## **7. PROCESS**

7.1 If a submission is to be considered the schools must first agree to the principle of this policy.

7.2 The school submits their requirement for school conditions works.

7.3 The decision to consider the submission will be based on a priority basis.

7.4 If the school withdraws from the process they agree to be responsible for the Local Authorities costs to that point.

7.5 Following completion of the investigation and design work and prior to entering into contract the school will agree to the contribution amount.

7.6 The contribution amount will be based on the contract amount which shall be fixed following tender.

7.7 Variations to the agreed works requested by the school following agreement of the contribution amount will incur additional contribution from the school in accordance with the policy as if they were a separate project.

## **8. PAYMENT TERMS**

All schools who have agreed to make a contribution towards the cost of the works will be paid in two instalments, one prior to the commencement of the works on site and the balance at practical completion.

## **9. IMPLICATIONS IF WORKS NOT UNDERTAKEN IN A TIMELY MANNER**

- If works not prioritised and implemented, it could lead to school closures (especially roofing/heating issues)
- It could lead to further deterioration of the building fabric, costing more to repair in the future.
- Schools may miss out on funding streams available via the Local Authority (e.g. Consequential Improvements & Allowable Solutions)
- Make best use of Local Authorities procurement procedure and Standing Orders to ensure accurate and comparable tenders are received.
- Ensure no excess balances / deficits

### **Appendix 1 – Formalised Approach to Identifying Works to be Undertaken**

