

Deed of Variation – Authority Obligations

Clause	Obligation	Relevant Time Period/Comment
3 – Conditions Precedent	The Authority is obliged to procure, and provide to the Contractor, all Classroom Consents (that is all approvals, permissions, consents, licenses, certificates (whether statutory or otherwise) which are required for the purposes of carrying out the Classroom Extension Works). This would include any planning permission, building regulation approval, etc required in respect of the Works.	On or before the date of the Deed of Variation. Three copies of each to be provided to the Contractor.
4.1 – Local Government (Contracts) Act 1997	The Authority should provide to the Contractor a copy of a duly executed certificate issued pursuant to the Local Government (Contracts) Act 1997 in relation to the Deed of Variation. The certificates are to be in the form attached at Schedule 2.	On or before five (5) working days after the date of the Deed of Variation.
4.4 – Local Government (Contracts) Act 1997	Where, following determination or order by a court of final jurisdiction in relation to a judicial or audit review, the Deed of Variation does not have effect or is otherwise unenforceable but the Project Agreement continues, the Authority is obliged to indemnify the Contractor against any and all damage, losses, liabilities, claims, actions, costs, expenses, demands and charges as a consequence of the Deed of Variation not having effect or being unenforceable.	
7.1 – CDM Regulations	The Authority is entirely responsible for the safety of any design which forms part of the Classroom Extension Works and for the adequacy, stability and safety of all site	

	operations and methods of construction.	
7.2 – CDM Regulations	The Authority shall act as the only client in respect of the Classroom Extension works for the purposes of the CDM Regulations.	
7.3 – CDM Regulations	The Authority is obliged to observe, perform and discharge (or procure the observance, performance and discharge) of all obligations, requirements and duties arising under the CDM Regulations and applying to the Authority as appropriate in respect of the Classroom Extension Works.	
8.1 – Access Protocol	<p>The Authority shall comply with the Access Protocol set out in draft form in Schedule 6. The exact detail of the Access Protocol is currently under review by both parties.</p> <p>Under the current draft, the Authority is required to:</p> <ul style="list-style-type: none"> (a) give notification of required access to the Classroom Extension Works Site, the Classroom Extension Works Accommodation Site and any other part of the School (and ensure the Contractor’s consent to such access is obtained); (b) keep to agreed hours of access; (c) ensure security arrangements are in place; (d) comply with site rules and conditions; (e) comply with all School policies in 	<p>Current drafting suggests that:-</p> <ul style="list-style-type: none"> (a) the Authority should be granted access to the Classroom Extension Works Site and the Classroom Extension Works Accommodation Site (pre Classroom Extension Acceptance Date) on reasonable notice, or in any emergency, without prior notice from the Contractor; (b) two (2) Working Days’ notice must be given for required access to any part of the School other than the Classroom Extension Works Site and the Classroom Extension Works Accommodation Site; and (c) two (2) Working Days’ notice must be given for required access (Post Classroom Extension Acceptance Date) to the Classroom Extension Works Site and the Classroom

	<p>relation to people visiting/working on the Classroom Extension Works Site;</p> <p>(f) comply with any programme of works agreed with the Contractor (provided always that the Contractor shall not object to immaterial slippages in the programme and shall act reasonably in relation to material slippages in the programme (including by not unreasonably withholding or delaying its consent to any revised programme)); and</p> <p>(g) ensure that a responsible employee of the Authority acts as manager for the purpose of supervising any rectification works.</p>	<p>Extension Works Accommodation Site.</p>
<p>9.1 – Classroom Extension Works</p>	<p>The Authority is obliged to carry out the Classroom Extension Works in accordance with all applicable legislation, guidance, Classroom Consents, Good Industry Practice and in a good and workmanlike manner with good quality materials of the respective kinds.</p>	
<p>9.2 – Classroom Extension Works</p>	<p>The Authority shall ensure that the Classroom Extension Works are designed, carried out and completed using the skill care and diligence to be expected of an appropriately qualified building contractor and/or design consultant experience in works of type, nature and complexity similar to the Classroom Extension Works.</p>	
<p>9.3 – Classroom Extension Works</p>	<p>The Authority shall take responsibility for the safety of all persons entitled to be upon the Classroom Extension Works Site and/or the</p>	<p>The obligations under clause 9.3 apply throughout the progress of the Classroom</p>

	<p>Classroom Extension Works Accommodation Site.</p> <p>The Authority shall keep the Classroom Extension Works Site, the Classroom Extension Works and the Classroom Extension Works Accommodation Site in an orderly state to avoid danger to persons entitled to be on the Sites (see above).</p> <p>The Authority shall, in connection to the Classroom Extension Works and the Classroom Extension Works Accommodation Site provide and maintain at its own cost all lights, guards, fencing, warning signs as required by any competent statutory authority for the protection of the Classroom Extension Works or for the safety and convenience of the public or others.</p>	<p>Extension Works.</p>
<p>9.4 – Classroom Extension Works</p>	<p>The Authority shall use all reasonable endeavours to keep the Classroom Extension Works Site and the Classroom Extension Works Accommodation Site secure against trespassers, in accordance with Good Industry Practice.</p>	<p>Throughout the duration of the Classroom Extension Works.</p>
<p>9.5 – Classroom Extension Works</p>	<p>The Authority shall:-</p> <ul style="list-style-type: none"> (a) take all reasonable precautions to prevent any nuisance or inconvenience to the owners, tenants, occupiers of a joining or neighbouring premises and to the public generally. (b) ensure that access to neighbouring premises is not unduly interfered with or obstructed and the duration of any 	<p>In respect of paragraph (a) the obligation includes measures to reduce the nuisance from noise, dust, smell, fumes and vibration during the carrying out of the Classroom Extension Works.</p>

	such interference or obstruction is kept to a minimum.	
9.6 – Classroom Extension Works	<p>The Authority is required to:-</p> <ul style="list-style-type: none"> (a) provide the Contractor with a copy of the works programme for the Classroom Extension Works; (b) provide detailed progress reports and accurate programme updates to the Contractor; (c) reinstate the premises and the sites (other than the complete classroom works) to the condition prior to the commencement of the Classroom Extension Works or as otherwise agreed between the parties. 	Paragraph (b) is required once every month.
9.7 – Classroom Extension Works	The Authority has warranted in the Deed of Variation that the Classroom Extension Works shall be carried out and completed in accordance with the Classroom Extension Works Specification, as may be amended in accordance with the design review procedure at Schedule 3 Part 2.	
9.8 – Classroom Extension Works	<p>Where either the Contractor notifies the Authority, or the Authority becomes aware itself of:-</p> <ul style="list-style-type: none"> (a) any change to the Site Conditions caused by the Classroom Extension Works which result or is likely to result in a Contractor being unable to comply with the obligations under the Project 	Within a reasonable period of becoming/being made aware.

	<p>Agreement or in the Contractor incurring costs or losing revenue;</p> <p>(b) any damage or destruction (including any excessive dust) across the relevant premises and/or site by the Classroom Extension Works;</p> <p>(c) any defects, shrinkages or other faults in connection with or arising from the Classroom Extension Works;</p> <p>(d) any failure of the Classroom Extension Works to comply with the Classroom consents;</p> <p>(e) any Latent Defect in the Classroom Extension Works;</p> <p>then the Authority shall be responsible for and shall take reasonable steps to rectify and make good the above issues.</p>	
<p>10.3 – Authority Notice of Change</p>	<p>From the Handover Date, the Unitary Charge payable by the Authority shall be the figure showing in the Classroom Extension Full Estimate.</p>	<p>Clause 10.2 notes that the parties have agreed the Classroom Extension Full Estimate and that this has been confirmed in writing. The Classroom Extension Full Estimate is appended at Schedule 7 of the Deed of Variation.</p>
<p>11.1 – Completion and Handover</p>	<p>In respect of the Classroom Extension Works, the Authority has the following obligations:-</p> <p>(a) to provide room data sheets for the Classroom Extension Works in the form annexed to schedule [x]. Both parties acting reasonably shall endeavour to agree such room data</p>	<p>(a) Room data sheets to be provided prior to the Classroom Extension Acceptance Date. Following submission parties should endeavour to agree such room data sheets within five (5) working days of such submission (NB this paragraph is in square brackets with a footnote</p>

	<p>sheets;</p> <p>(b) to notify the Contractor when it is proposed that the Authority shall inspect the Classroom Extension Works in order to determine whether or not Classroom Extension Works have been completed in accordance with the specification and to procure that the Contractor and any of its agents or representatives shall be entitled to attend any inspection by the Authority;</p> <p>(c) to have due regard to any reasonable representations made by the Contractor during the inspection referred to in paragraph (b) above where relevant to the specification. Such representations should be taken into account in the Classroom Extension Works;</p> <p>(d) following the inspection, and at the Authority's absolute discretion either issue a Classroom Extension Acceptance Certificate confirming the Works have been completed or issue a notice stating that the Acceptance Certificate has not been issued and specifying any outstanding matters that need to be attended to before an Acceptance Certificate will be issued;</p> <p>(e) Authority to make available to the Contractor and the FM Contractor adequate training and familiarisation as reasonably necessary in relation to</p>	<p>querying whether it is still needed.);</p> <p>(b) notification is required five (5) working days in advance of the date or dates where the Authority proposes to inspect the Classroom Extension Works (NB this period is still to be agreed);</p> <p>(d) the certificate or notice shall be issued by the Authority within five (5) working days of the inspection.</p> <p>(e) The training is to be provided prior to the Handover Date.</p>
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	<p>equipment or building management systems in the Extension Works. Authority must give prior notice of date and content of training to allow Contractor and FM Contractor to make reasonable comments and suggestions in relation to the content and format of such training.</p>	
<p>11.2 – Completion and Handover</p>	<p>Where a Classroom Extension Acceptance Certificate has been issued, the Authority is required to:-</p> <p>(a) rectify any Minor Defects that are present at the time of issue of the Classroom Extension Acceptance Certificate and/or are notified to the Authority by the Contractor after that date.</p> <p>(b) Unless agreed otherwise with the Contractor, move any and all temporary structures, rubbish and all building and surplus materials and equipment from the Classroom Extension Works Site.</p>	<p>(a) Rectification needs to be undertaken in a reasonable time following issue of the Classroom Extension Acceptance Certificate.</p> <p>(b) Removal is to be undertaken within five (5) working days of the Classroom Extension Acceptance Date.</p>
<p>11.3 – Completion and Handover</p>	<p>The Authority must give prior notice to and receive written consent from the Contractor before connecting the utilities of the Classroom Extension Works to any existing utilities serving the premises. The consumption of any utilities in the carrying out and completion of the Classroom extension Works are at the cost of the Authority and are to be monitored by separate meters which are to be installed by the Authority in respect of</p>	

	the Classroom Extension Works.	
11.4 – Completion and Handover	The Authority shall provide to the Contractor three copies of the as built drawings, the maintenance manual and the health and safety file each in relation to the Classroom Extension Works.	To be provided within thirty (30) working days of the Classroom Extension Acceptance Date.