

Report Title:	Broadway Car Park
Contains Confidential or Exempt Information?	YES: Appendix C Not for publication by virtue of paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972.
Member reporting:	Councillor Simon Dudley Leader of the Council and Cabinet Member for Maidenhead Regeneration and Maidenhead Councillor Jesse Grey Cabinet Member for Environmental Services
Meeting and Date:	Council 25 September 2018
Responsible Officer(s):	Russell O'Keefe – Executive Director
Wards affected:	All

REPORT SUMMARY

1. Broadway Car Park, often referred to as Nicholson's Car Park, is the key town centre car park. The car park is reaching the end of its lifespan and is in need of significant repair and refurbishment. A replacement car park is essential and provides an opportunity to ensure current and future parking demand is met to support the regeneration of the town centre.

2. This report sets out the Council's investment case for the redevelopment of the car park and requests approval for an increase in the budget allocation from £8,150,000 to £35,313,163 and delegated authority to progress a single stage procurement route.

1. **RECOMMENDATION: That Council notes the report and:**

- I. **Approve an additional capital budget of £27,163,163, making a total scheme cost of £35,313,163.**
- II. **Delegates authority to the Executive Director with the Leader of the Council and Cabinet Member for Maidenhead Regeneration and Maidenhead to procure a design and build contract through a two stage tender.**

2. **BACKGROUND INFORMATION, REASON(S) FOR RECOMMENDATION(S) AND OPTIONS CONSIDERED**

Background

- 2.1 Broadway Car Park, often referred to as Nicholson's car pPark, forms part of the Broadway Opportunity Area detailed in the adopted Maidenhead Town Centre Area Action Plan (AAP). The car park is linked to the Nicholson's shopping centre and is the key town centre car park.

- 2.2 The car park is unsightly and obstructs the High Street and shopping centre from the train station and The Landing site. However, due to its central location it has an important role to play as a focal point and facility for the town centre supporting the future provision of retail in the town.
- 2.3 A full planning permission was originally obtained in October 2015 for a larger car park but it is not deemed either big enough or of sufficient merit to implement. At that time a capital budget was established of £8,150,000.
- 2.4 Various options have been considered to deliver a new car park including selling to (or partnering with) a private sector developer, or a joint venture with adjoining owners.
- 2.5 However, in October 2016 Cabinet Regeneration Sub-Committee agreed the principle that the council progresses the option of developing the car park, as owner using its own funds potentially with another investor e.g. the Berkshire Pension Fund subject to approval of an investment case by full council.
- 2.6 The car park is reaching the end of its lifespan and is in need of significant repair and refurbishment. A replacement car park is essential to meet parking demand and the expected growth and regeneration of the town centre.
- 2.7 Various options have been considered for the car park including selling to (or partnering with) a private sector developer. In October 2016 Cabinet Regeneration Sub-Committee agreed the principle that the council progresses the option of developing the car park itself, as owner using its own funds potentially with another investor e.g. the Berkshire Pension Fund subject to approval of an investment case by full council.
- 2.8 The council's agreed parking plan is based on ensuring no overall loss of parking provision during the regeneration of Maidenhead and that once the redevelopment is completed a significant increase in public parking will exist with over 1,000 additional spaces.
- 2.9 In line with this, on the 28 June 2018 cabinet agreed to progress the development of a new 513 space multi-storey car park at Vicus Way in Maidenhead and some temporary surface parking.
- 2.10 By developing and opening these new car parks before the demolition of Broadway Car Park is carried out ensures the council delivers on its commitment to maintain parking capacity during the regeneration of the town with the number of spaces never dropping below current and increasing significantly once the redevelopment is completed. As the new Vicus Way car park will open in December 2019 this means that Broadway car park can be demolished from January 2020.

Existing and new capacity

- 2.11 Broadway car park currently provides 743 spaces including 100 spaces as part of the adjoining building.
- 2.12 Work has been carried out to refine the proposals for a new Broadway car park in line with the project brief, see Appendix A this includes:

- Design to RIBA stage 3
- Highways consultation
- Planning pre-application
- Design Panel Review
- Stakeholder consultation
- Benchmarking costs for build
- Legal investigation of title and adjoining assets.
- Site investigations & surveys

2.13 Following a major fire at a car park in Liverpool and a range of additional fire prevention and mitigation measures are now proposed to ensure that the car park is as safe as possible. Whilst these changes are not legal requirements given the learning the parking industry has had from the Liverpool fire, it is recommended they are included and so they have been built into the investment case for the car park, raising the cost of the project by £3,000,000.

2.14 The new proposed car park would provide:

- G+7 Floors
- 1,333 spaces
- Vehicle Management System
- Additional entrance/exit barriers (3 lanes)
- Façade treatment enhanced (glazed corner))
- 5% electrical charging vehicles – Active
- 5% electrical charging vehicles – Passive (future proofing)
- 5% accessible spaces
- 2.5% parent & child spaces
- 100 cycle racks
- 5% motorcycle spaces
- Enhanced fire prevention and mitigation
- Open and transparent ground floor
- Enhanced entrance to Nicholson Centre.

2.15 A review has been carried out of the different procurement options for the car park, see Appendix B.

Option	Comments
Approve the budget and procurement route Recommended	This enables improved public parking provision for the long term supporting the planned regeneration of the town arrival of Crossrail
Option 2	
Do not approve the budget and procurement route	This would not enable improved public parking provision for the long term supporting the planned regeneration of the town arrival of Crossrail

3. KEY IMPLICATIONS

Outcome	Unmet	Met	Exceeded	Significantly Exceeded	Date of delivery
Planning Submission	2 months after date of delivery	Date of Delivery	1 month before date of delivery	2 months before date of delivery	October 2018
Planning decision	2 months after date of delivery	Date of Delivery	1 month before date of delivery	2 months before date of delivery	January 2019
Demolition of existing car park	2 months after date of delivery	Date of Delivery	1 month before date of delivery	2 months before date of delivery	January 2020
Start on site	2 months after date of delivery	Date of Delivery	1 month before date of delivery	2 months before date of delivery	June 2020
Practical completion of project	2 months after date of delivery	Date of Delivery	1 month before date of delivery	2 months before date of delivery	December 2021
Handover to Parking Team	2 months after date of delivery	Date of Delivery	1 month before date of delivery	2 months before date of delivery	December 2021

4. FINANCIAL DETAILS / VALUE FOR MONEY

4.1 The investment case is provided at Appendix C. An

CAPITAL	2017/2018	2018/19	2019/20	2020/21	2021/2022
Addition	£700,000	£1,900,000	£3,500,000	£15,900,000	£13,313,163
Net impact		£0	£0	£0	

5. LEGAL IMPLICATIONS

5.1 The council has a duty to efficiently manage its assets and has legal powers to hold and dispose of land under both sections 120 and 123 of the Local Government Act 1972.

6. RISK MANAGEMENT

6.1 The risk register is attached at appendix D.

Risks	Uncontrolled Risk	Controls	Controlled Risk
The contractors do not	High	Robust specification and	Low

Risks	Uncontrolled Risk	Controls	Controlled Risk
have the necessary skills to progress the project		procurement process	
The projects exceed the cost envelope or planned timescales	High	Effective development management processes	Low

7. POTENTIAL IMPACTS

7.1 The recommended option will deliver significant new parking for the town centre.

8. CONSULTATION

8.1 Consultation has been carried out previously on the council's parking plans. Further consultation will be carried out on the detailed proposed scheme as part of the planning process.

9. TIMETABLE FOR IMPLEMENTATION

Date	Details
October 2018	Submit planning application
January 2019	Obtain planning
January 2020	Start demolition of existing structure
June 2020	Start of construction – car park
December 2021	Practical completion of car park

10. APPENDICES

10.1 This Part 1 report has two supporting appendices:

- Appendix A – Project brief
- Appendix B – Procurement report (to follow)
- Appendix C - Investment case
- Appendix D – Risk register

11. BACKGROUND DOCUMENTS

11.1 N/A

12. CONSULTATION (MANDATORY)

Name of consultee	Post held	Date sent	Commented & returned
Cllr David Evans	Cabinet Member Maidenhead Regeneration	29.08.18	

Name of consultee	Post held	Date sent	Commented & returned
	and Maidenhead		
Cllr Jesse Grey	Cabinet Member for Environmental Services	29.08.18	
Alison Alexander	Managing Director	27.08.18	28.8.18
Andy Jeffs	Executive Director	27.08.18	
Rob Stubbs	Section 151 Officer	27.08.18	28.8.18
Nikki Craig	Head of HR and Corporate Projects	27.08.18	
Elaine Browne	Law and Governance	27.08.18	
Louisa Dean	Communications and Marketing Manager	27.08.18	28.08.18

Broadway Car Park Redevelopment

Project Brief

Project objective

- Demolish the existing car park.
- Construct a new car park to provide min 900 -1300 spaces.
- To continue to encourage the early delivery of The Landing.
- To work constructively with Ellandi LLP or any successor to facilitate the development.
- To provide high quality Car Park, that is fit for purpose and takes into account future potential growth of the town centre retail offer.
- To minimise or offset the short and medium term impact on Council revenue caused by demolition and redevelopment of the Nicholson's car park.

Key Considerations

- Floor to ceiling heights shall be no less than 2.9m, with a minimum 2.2m clear head height
- The scheme is to have one-way circulation.
- Splayed western ramp and façade articulation on King Street elevation.
- Overall blended façade costs rate of £350psm allowing for cladding to all visible elevations.
- Rationalise layout, external ramp, omit service area, omit retail.
- Generous parking bay sizes and good provision for disabled and parent & child bays.
- Park Mark – Safer Parking Standards.
- G+7 floors in height – instead of G+10 floors in height.
- Vehicle Electrical Charging points – 37, with capacity to increase.
- Residential or retail provision not viable.
- Provision for Shopmobility to be made .
- Re-provision of Access to existing car parking to Sienna Court to be provided as part of the new proposals (temporary parking in the interim).
- Consideration to be given to Broadway being a two-way road – not previously taken into consideration.

Key Stakeholders

- RBWM Members & Officers.
- PROM.
- The local community, businesses and users.
- Nicholson's Shopping Centre.
- Other Council departments.

Key timescales

- Planning application submission: October 2018
- Commencement on site: January 2020
- Completion of works : December 2021

Programme Budget

- See capital programme.
- Council approval required for scheme budget: September 2018.

Broadway Carpark Project

Procurement Report

Royal Borough of Windsor & Maidenhead

29 June 2018



Notice

This document and its contents have been prepared and are intended solely as information for The Royal Borough of Windsor & Maidenhead and use in relation to the Broadway Carpark Project.

Faithful+Gould assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

This document has 19 pages including the cover.

Document history

Rev	Purpose description	Originated	Checked	Reviewed	Authorised	Date
00	Procurement Report – First Issue	A Ferdinand	TBC	TBC	M Lyon	TBC
02	Procurement Report – Second Issue	A Ferdinand	M Lyon	M Lyon	M Lyon	18 Aug 2018

Client signoff

Client	Royal Borough of Windsor & Maidenhead Royal Borough of Windsor & Maidenhead
Project	the Broadway Carpark Project
Job number	5167035
Client signature / date	

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1. Executive Summary

This report assesses the suitability of different procurement routes and procurement mechanisms based on project drivers, procurement mechanism priorities and weightings of the Broadway Carpark Project as agreed with The Royal Borough of Windsor & Maidenhead (RBWM).

Faithful+Gould has undertaken a scoring exercise to determine the procurement route that should be utilised for the project, the results of which are summarised below:

Procurement Route	Weighted Score	Weighted Ranking
Design & Build 2-Stage	2.20	1
Traditional Single Stage	2.10	2
Design & Build Single Stage	2.05	3

Faithful+Gould has undertaken a scoring exercise to determine the procurement mechanism that should be utilised, the results of which are summarised below:

Procurement Mechanism	Weighted Score	Weighted Ranking
OJEU Compliant Framework	2.40	1
OJEU Restricted Procurement	2.35	2

Given the results outlined in the tables above, a formal recommendation has been made to procure the project using design and build 2-stage via an OJEU compliant, main contractor framework.

Further clarity on the above scoring can be found within the body of this report.

2. Introduction / Background to the Project

The town of Maidenhead is currently undergoing substantial regeneration. To facilitate this development, there is a requirement to provide permanent and temporary parking solutions to meet the immediate and future needs of the town. The redevelopment of the Broadway Car Park forms a significant part of the permanent parking provisions required within Maidenhead. The existing car park is adjacent to the Nicholson's Shopping Centre, as such it was previously referred to as the Nicholson's car park. The existing building is located in the town centre of the Royal Borough of Windsor and Maidenhead at address; The Broadway, Maidenhead SL6 1NT.

3. Purpose of this Report

This report has been prepared to advise RBWM on a preferred procurement route and procurement mechanism that aligns with the project drivers and procurement mechanism priorities identified in sections 4 and 7 of this report.

Procurement Routes

The procurement routes being considered are as follows:

- Traditional Single Stage
- Design & Build 2-Stage
- Design & Build Single Stage

Procurement Mechanisms

The procurement mechanisms being considered are as follows:

- Employing an OJEU procurement process
 - Restrictive Procurement
- Employing an OJEU compliant main contractor framework

4. Project Drivers

The following project priorities have been agreed and ranked by RBWM and F+G.

No	Priority	Commentary	Weighting
1	Cost (Cost Certainty)	Ability to maintain the construction budget and achieving Cost Certainty as soon as possible	30%
2	Programme	The ability to comfortably complete the construction phase between January 2020 and December 1st, 2021.	20%
3	Early Contractor Input	Obtaining early contractor input for buildability, programme and quality advise	15%
4	Market Interest	Ensuring contractor interest to obtain a minimum of 3nr competitive tender prices	10%
5	Risk Allocation	Passing the risk of the existing buildings' condition and the ground condition onto to the contractor	10%
6	Quality	Ensuring a high-quality car park that meets the project brief	10%
7	Design Responsibility	RBWM's ability to maintain ownership and thus control of design responsibility	5%
Total			100%

5. Procurement Routes

A summary of each of the procurement routes being considered has been provided below:

5.1. Traditional Single Stage

The project is procured based on a fixed price lump sum for the entire project, which is based on a completed design, specifications and schedule of works or bill of quantities. This form of procurement is generally low risk to the client as the cost and programme risks sit with the contractor. However, the risks of design errors and buildability issues sit with the client. Because there is no overlap between design, tendering and construction it takes longer than other forms of procurement and tendering. The client appoints the design team to prepare, coordinate and manage the design. This results in the client maintaining more control over the design and the ability to make changes. The contractor owns the construction programme and is responsible for appointing all sub-contractors.

Clients' Role - The client is part of the process from project inception however, this decreases to periodic payments to the main contractor once works start on site. The client will also be required to approve any unforeseen changes that arise during the construction process. The client will enter into contract with the main contractor and separately with Faithful+Gould as Lead Consultant. As Lead Consultant, Faithful+Gould will appoint, manage and pay the client-side design team as their sub-consultants.

Quality – The client maintains control over quality through the direct contractual link with Faithful+Gould as Lead Consultant.

Cost – Cost certainty is achieved at the outset of the contract.

Programme – A fixed programme is agreed with the main contractor at the outset of the contract. This is subject to any extension of time claims that are awarded to the contractor.

Flexibility to make changes – The client can accommodate change due to his control over the design team. However, post contract changes can result in cost and programme implications.

5.1.1. Advantages and disadvantages of Traditional Single Stage

Advantages of Traditional Single Stage	Disadvantages of Traditional Single Stage
Cost certainty at the outset of the contract	Relies on a completed design prior to tendering which will extend the project programme
Programme certainty at the outset of the contract	A completed design is not always possible on large or complex projects. This is particularly true of refurbishment projects of those that include demolition unless comprehensive intrusive pre-contract surveys can be undertaken to inform the design

The client maintains complete control over quality	The risks of the existing buildings' condition and the ground conditions sit with the client
The client maintains more control over the ability to make changes to the design	The cost of client changes made post contract can be excessive
Market interest is likely to be higher than design and build single stage	There is no early contractor input into the design, buildability, quality or programme
	The risk of non-performance of the design team sits with the client
	There is fragmentation between the design process and the construction process

5.2. Design & Build Single-Stage

The project is procured based on a fixed price lump sum for the entire project. There is single point responsibility with the main contractor and a separate contract with the entire design team via Faithful+Gould as Lead Consultant. If the design team is novated to the contractor after the single stage tendering process there will be one contractual link for both design and construction. A design and build contract may be brought at any time during the design process. However, the more undeveloped the design at the time of the contract being awarded, the more quality, functionality and cost risk to the client. To provide a balance between risk and design development, a design and build single stage contract is often awarded during RIBA Stage 3 (Developed Design). This allows there to be significant design development but still maintains the flexibility to allow the contractor to have input into the design. In this circumstance the contractor then takes responsibility for developing the design up to the end of RIBA Stage 4 (Technical Design), which provided precise definition of the Employer's Requirements via the Contractor's Proposals. Once the contract is awarded to the main contractor. The ability of the client to make changes becomes restricted.

Clients' Role – The client is involved during the design development stage however, this reduces to paying the contractor and reviewing design decisions once construction starts. The client appoints the design team (via Faithful+Gould) in the first instance however if the design team is novated over to the contractor then all payments are made to the contractor. The contractor may complete the design using their in-house design team or separate consultants if novation does not take place. In this instance the client may choose to retain the original design team as Technical Advisors to monitor design development and progression of the works on site in line with the Employer's Requirements.

Quality & Flexibility - Quality is dependent upon a robust and accurate brief, thorough Employer's Requirements, adequate understanding and evaluation of the Contractor's Proposals and on quality assurance systems implemented by the Project Manager, Technical Advisors (if applicable) and the main contractor. The contractor's financial interest may lead to a compromise in quality. There is limited opportunity for the client to make changes to the Employer's Requirements after entering into contract without incurring significant costs and possibly programme implications.

Cost – Cost certainty is available for a fixed scope from the time the main contractor is appointed under the main building contract. However, the client will pay a premium to the contractor for project risk and for fixing all prices for the subcontractor’s packages. If the Employer’s Requirements, initial design and client brief are not clearly defined there is a greater likelihood of claims and there is limited scope for client changes without incurring significant cost.

Programme – The programme is fixed from the award of the main contract and there will be an impact on costs and quality should acceleration be required. There is also a longer tender period on design and build contracts than on traditional contracts. This is because the main contractor needs to engage with his supply chain to get fixed prices for the individual packages which can be difficult if the design is not complete. This is why risk is priced into the tender prices.

5.2.1. Advantages and disadvantages of Design and Build Single Stage

Advantages of Design & Build Single Stage	Disadvantages of Design & Build Single Stage
A quick start on site is possible because there is an overlap between tendering, design and construction	The commercial pressures of the contractor may lead to a compromise in quality
There is early contractor involvement and input into the design, buildability, programme and quality	There is limited flexibility and ability to incorporate post-contract design changes.
There is single point responsibility for the design and for construction	Changes can result in negative programme implication and additional, uncompetitive costs.
The contractor takes on more risk than he would under Traditional Procurement (but the client pays for this). This includes the risks of the existing buildings’ condition and typically the ground conditions sit with the client	The client does not maintain control over the design or quality output beyond what has been specified in the Employer’s Requirements
Cost certainty is established at the outset of the contract	The tender period is longer than traditional procurement
Suitable for inexperienced clients	There is a substantial piece of work to confirm that the Contractor’s Proposals (CPs) returned as part of the contractor’s tender meet the Employer’s Requirements (ERs) especially if the ER’s are not robust and the CPs take precedence
	The price of tendering and the risk exposure of this procurement route are extremely high for the contractor. As a result, it is typically seen as a very unattractive procurement route and may generate limited market interest

	Single stage D&B is typically more expensive than Traditional because the contractor prices risk.
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5.3. Design & Build 2-Stage

The project is procured based on of a fixed price, lump sum for the entire project through a two-stage tendering process. At the end of the first stage the contractor will return his price based on:

- Overheads and profits
- Preliminaries
- Preconstruction costs (surveys, enabling works, contractor’s design team fees)
- Staff cost
- Firm costs for any packages where the design has been completed prior to the first stage tender. The achieve greater cost certainty at the end of the first stage as many packages as possible should be tendered. Generic or repeatable packages are usually easiest such as: raised access floors, doors and ironmongery, sanitary ware, drop ceilings and windows.

The second stage negotiation comprises of the progressive procurement of the subcontractor works packages concurrently with design development in RIBA stage 4 (Technical Design). A fixed price lump sum is agreed with the contractor when between 70% - 100% of the works value has been procured. The two-stage process allows the contractor to provide input into the design development and to reduce the programme, cost and quality risk profile of the project through procurement of most of the high-risk packages prior to the contract being awarded. There is single point responsibility with the main contractor and separate professional service contract with Faithful+Gould as Lead Consultant for the entire client-side design team. If the design team is novated to the contractor then there is only one contract between the client and the contractor. The client may wish to retain the design team on a Technical Advisor role if the main contractor decides not to appoint the original design team via novation and use his own in-house designers or separate designers instead. The client may insist on novation in the employer’s requirements if they so desire.

Clients’ Role – The client appoints the design team in the first instance via Faithful+Gould. The client enters into a pre-construction services agreement (PCSA) with the main contractor after the first stage tender process. The client then enters into a main building contract with the main contractor following the end of the second stage and agreement of the contract sum.

Quality & Flexibility - Quality is dependent upon a robust and accurate brief, thorough Employer’s Requirements, adequate understanding and evaluation of the Contractor’s Proposals and on quality assurance systems implemented by the Project Manager, Technical Advisors (if applicable) and the main contractor. The main contractor’s financial interest in the project, may lead to a compromise on quality. The flexibility to make changes is limited without incurring additional uncompetitive costs and programme delays.

Cost - Cost certainty for a fixed scope is available at the end of the second stage negotiation. A fixed price lump sum is agreed when 70% - 100% of the works packages have been procured.

5.3.1. Advantages and disadvantages of Design and Build 2-Stage

Advantages of Design & Build 2-Stage	Disadvantages of Design & Build 2-Stage
A quicker start on site is possible because there is an overlap between tendering, design and construction	There is a risk the main contractor may become more commercially aggressive during the second stage negotiations, which can lead to a less competitive price for the project
Early contractor involvement improves buildability, quality, programme and design	There is a risk of programme delay if the contract sum cannot be agreed in a timely manner during the second stage
There is single point contractual responsibility for the design and construction once the main contractor is appointed	There is less flexibility to incorporate client changes
Cost certainty is achieved at the outset of the main contract. (IE after the second stage negotiation)	Post contract changes can result in additional or uncompetitive costs and impact on programme
There is a reduced requirement for client involvement, unless there are changes to the scope	The commercial pressures placed on the contractor may lead to a compromise in quality standards
The tendering cost and risk exposure on the contractor is low, as such this procurement route is seen to be very attractive to the market	There is little client control over design and construction activities

6. Procurement Route Scoring

The procurement routes outlined in section 5 have been scored using the weightings outlined in section 3. The results of this exercise are outlined in the table below:

Project Drivers	Weighting	Traditional Single Stage	Design & Build Single Stage	Design & Build 2-Stage	Traditional Single Stage	Design & Build Single Stage	Design & Build 2-Stage
		Scores (1-3)			Weighted Scores		
Cost (Cost Certainty)	30%	3	2	1	0.9	0.6	0.3
Programme	20%	1	3	3	0.2	0.6	0.6
Early Contractor Input	15%	1	2	3	0.15	0.3	0.45
Market Interest	10%	3	1	3	0.3	0.1	0.3
Risk Allocation	10%	1	2	3	0.1	0.2	0.3
Quality	10%	3	2	2	0.3	0.2	0.2
Design Responsibility	5%	3	1	1	0.15	0.05	0.05
Totals	100%	15	13	16	2.10	2.05	2.20
Weighted Rankings					2	3	1

6.1. Procurement Route Recommendation

Given the results outlined in the table above; Faithful+Gould recommends that the project employs a Design & Build 2-Stage procurement route.

7. Procurement Mechanism Priorities

The following procurement mechanism priorities have been agreed and ranked by RBWM and F+G.

No	Priority	Commentary	Weighting
1	Effect on Cost	A procurement mechanism that does not negatively impact on cost and allows the construction budget to be met	30%
2	Effect on Programme	A procurement mechanism that maintains the ability to comfortably complete the construction phase between January 2020 and December 1st, 2021.	20%
3	Risk of Challenge	Minimising the risk of unsuccessful tenderers challenging the contract award decision	15%
4	Value for Money	Ensuring competitive tender prices are received based on current market prices	15%
5	Effect on Quality	A procurement mechanism that allows the best quality contractor to be appointed	10%
6	Market Interest	A procurement mechanism that ensures a minimum of 3 competitive tender returns	5%
7	Ease of Procurement	Placing limited strain on the project team and RBWM resources to complete the tender process	5%

8. Procurement Mechanisms

8.1. OJEU Procurement Process

The OJEU tender process is prescriptive and involves a series of procedures, some of which have statutory minimum timescales. There are five award procedures which include:

- Open procedure
- Restricted procedure
- Competitive dialogue
- Competitive procedure with negotiation
- Innovation partnership procedure

An overview of each of the five award procedures has been provided below:

8.1.1. Open Procedure

This process allows any organisation to submit a tender without going through a formal pre-qualification process. This process can be beneficial because it allows tenders to be received from the entire market including Small and Medium Enterprises (SMEs). However, excessive interest from the market may result in numerous tender returns, an extended tender evaluation period to assess the tenders received and the quality of tenders may be poor.

Tenderers are given a minimum of 52 days to return their tenders from the date of publication of the OJEU Notice. This timescale can be reduced to 35 days if a Prior Information Notice (PIN) has been issued.

This procedure may not be suitable for the procurement of the Broadway Carpark Project because of the vast number of tenders received. Each of which would need to be evaluated by the project team and RBWM. This would lengthen the overall project programme, may jeopardise completion by December 1st, 2021 and place significant strain on the project team.

8.1.2. Restricted Procedure

The difference between this option and the open procedure is that tendering organisations are pre-qualified through the completion of a Selection Questionnaire (SQ). The aim of this process is to generate a list of final tenderers that are best qualified to tender for the work by elevating them against pre-determined criteria such as their financial strength, experience delivering projects of similar type, size and scale, health and safety credentials, quality and environmental aspects etc.

A period of 37 days is provided for the OJEU notice and pre-qualification process. Once the preferred tender list is agreed and the Invitation to Tender (ITT) has been issued, at least 40 days must be allowed for the return of tenders. If a PIN has been issued, this time may reduce to 22 days. Added to this will be the timescales for the evaluation of tender returns as well as the 10-day standstill period after a decision has been made.

The restricted procedure would be the most suitable for the Broadway Carpark Project. The process offers more control to the RBWM on the preferred tender list, place less strain on the project team and RBWM resources and would increase the possibility of receiving high-quality submissions at competitive prices.

8.1.3. Competitive Dialogue / Competitive Procedure with Negotiation

The competitive dialogue process is suitable when there is ambiguity around project scope, the project is complex and stand alone. The main contractor is paid for his input into the design process.

The competitive procedure with negotiation does not require any formal notice to be served. However, it is only used when only specialist contractors are appropriate.

Neither competitive dialogue or competitive procedure with negotiation would be suitable for the Broadway Carpark Project.

8.1.4. Innovative Partnership Procedure

This is applicable where there is a need for an innovative product, service or works. This approach would not be suitable for Broadway Carpark Project because the works are not innovative in nature.

8.1.5. Advantages and Disadvantages of an OJEU Procurement Process

Advantage of the OJEU Procurement Process	Disadvantages of the OJEU Procurement Process
Allows visibility of many potential contractors that can complete the works including SMEs	Very prescriptive process that is time consuming and lengthens the project programme
Any procurement route be employed using this process (D&B single stage, D&B 2-stage, Traditional etc)	Higher risk of challenge by unsuccessful tenders and non-compliance with EU procurement directives than a compliant framework
Increased ability to ensure the contract is awarded based on bespoke assessment criteria	Legal advice may be required which will incur additional cost
The process offers a high level of transparency and robustness	Significant administration is required from the project team and RBWM to go through the process and it is time consuming
Allows the use of pre-qualification which can result in a tender list of the most suitable contractors (restricted only)	The overall cost of procurement is higher than using a compliant framework
For a project of this nature, the process will attract significant interest from the market	

8.2. OJEU Procurement Process Recommendation

Given the overviews provided above, Faithful+Gould recommends the use an OJEU restricted procurement procedure. This process will be evaluated against other procurement mechanisms in the following sections of this report.

8.3. OJEU Compliant Main Contractor Frameworks

A project of this nature can utilise several OJEU compliant main contractor frameworks within the south of England. Some of these are listed below:

- SCAPE Framework - Civil Engineering and Infrastructure
- PAGABO Major Works Framework
- Southern Construction Framework

This report evaluates the suitability OJEU compliant main contractor frameworks generally rather than any of the individual framework identified above, all of which are suitable for a project of the type, scale, value and complexity. In addition, these frameworks are well known to RBWM and F+G respectively.

8.3.1. Advantages and disadvantages of the OJEU compliant main contractor frameworks

Advantages	Disadvantages
Employing a framework is significantly faster than any of the OJEU procurement processes	Contractor choice is limited to the number of contractors on the framework. This is 1, 5 and 8nr contractors for the frameworks mentioned in 8.3 above.
Frameworks typically employ a dedicated framework manager for each region that provides dedicated client support throughout the procurement process. This would decrease the strain on RBWM and the project team	All frameworks will employ a levy which is a fixed percentage of the contract sum. For a project is this value this levy could be as much as £150,000+
Some frameworks facilitate competitive tendering amongst the framework contractors	The framework contractors may be constrained by agreed tendered rates leading to resourcing issues.
The cost of procurement is significantly less than any OJEU procurement process	Innovation may not be delivered through the tender process because of the lack of SMEs acting as Main Contractor
Some frameworks have specific KPIs against which the contractors are measured. Framework contractors are keen to perform against these KPIs else this risk being removed from the framework	All frameworks have fixed timescales before they are re-let. As such the framework contractors may change by the time the project is ready to be procured and delivered. The impact of this is unknown
Some frameworks offer feasibility services to the client for limited or no cost.	Some frameworks dictate the form of construction contract to be used. For example, the NEC construction contract must be used under the SCAPE framework. Any form of contract can be used under the PAGABO or SCF frameworks
Frameworks require less administration, time and resource from the project team	
Framework contractors typically have set pre-construction costs that have been competitively tendered and are applied to each project	

Use of a framework ensures OJEU compliance	
Some frameworks prioritise social value including use of local labour, apprenticeships & employment and community engagement	
Some of the framework contractors such as Balfour Beatty are known to RBWM via the shared service with Wokingham Borough Council. They are currently engaged to deliver several temporary car parks for RBWM	

9. Procurement Mechanism Scoring

The procurement mechanisms outlined in section 8 have been scored against the weightings outlined in section 7. The results of this exercise are outlined in the table below:

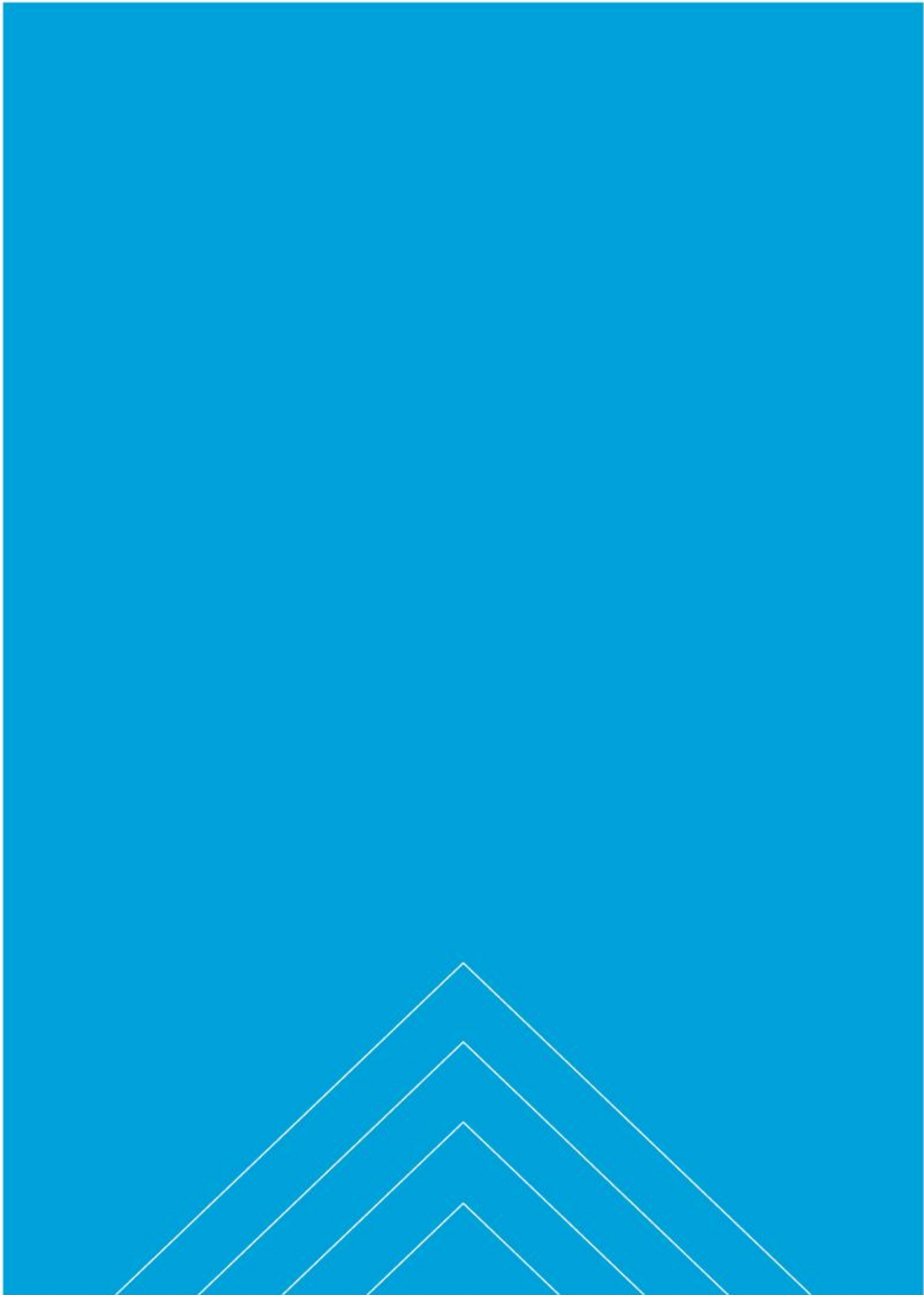
Procurement Mechanism Priorities	Weighting	OJEU Restricted Procurement	OJEU Compliant Framework	OJEU Restricted Procurement	OJEU Compliant Framework
		Scores (1-3)		Weighted Score	
Effect on Cost	30%	3	2	0.9	0.6
Effect on Programme	20%	1	3	0.2	0.6
Risk of Challenge	15%	2	3	0.3	0.45
Value for Money	15%	3	2	0.45	0.3
Effect on Quality	10%	3	2	0.3	0.2
Market Interest	5%	3	2	0.15	0.1
Ease of Procurement	5%	1	3	0.05	0.15
Totals	100%	16	17	2.35	2.40
Weighted Rankings				2	1

9.1. Procurement Mechanism Recommendation

Given the results outlined in the table above; Faithful+Gould recommends that the project utilises an OJEU compliant main contractor framework as the procurement mechanism to appoint the main contractor.

10. Conclusion

Given the recommendations identified in sections 8.2 and 9.1 respectively, Faithful+Gould recommends that the project utilise an OJEU compliant main contractor framework using a Design & Build 2-Stage Procurement route.



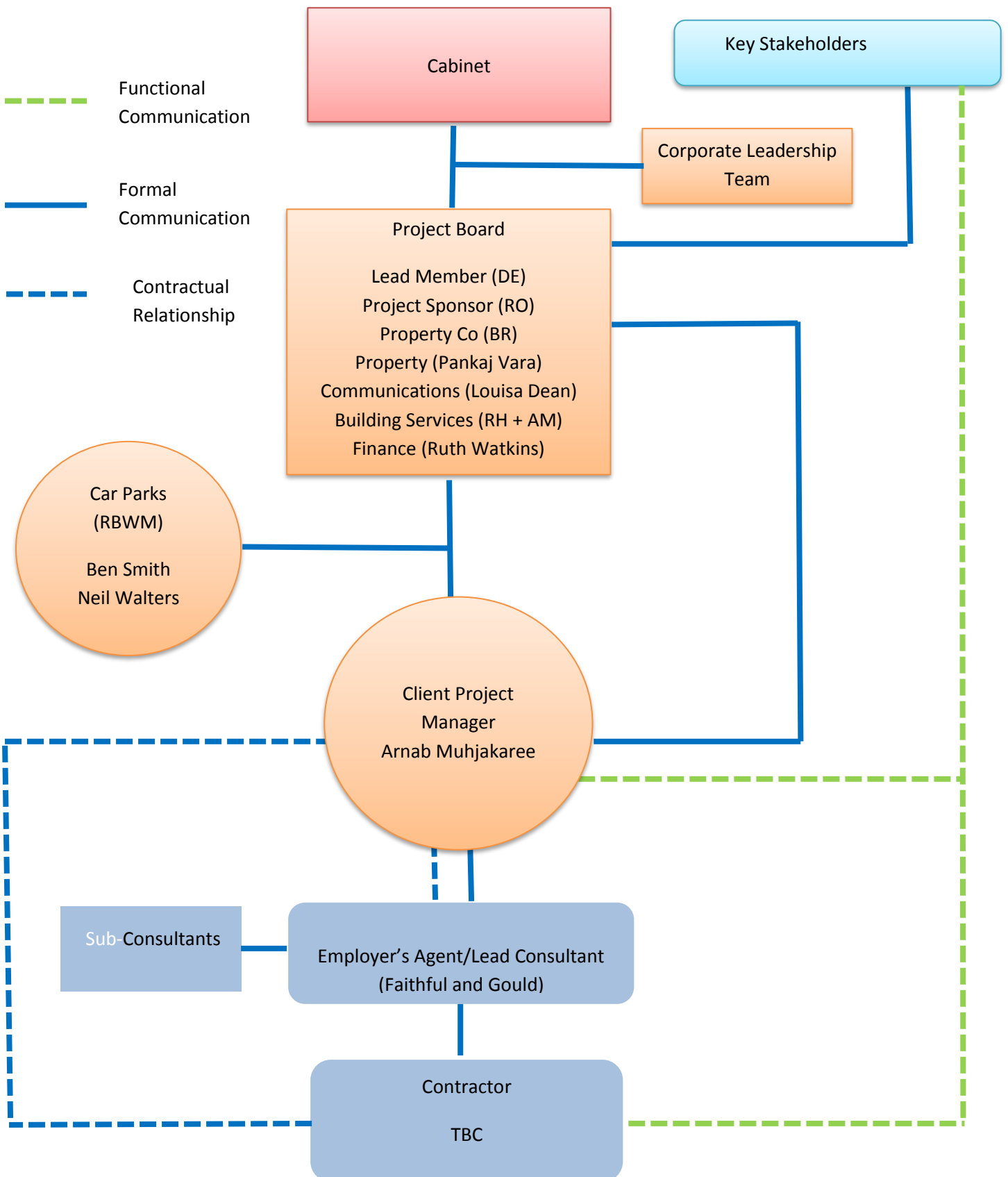
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6. Project Governance Structure

Governance Arrangements - Communication Lines



Roles

Project Sponsor (Russell O’Keefe), Lead Member (Cllr David Evans)

- Overall accountability for the project in liaison with the relevant Lead Member and ensuring it delivers the agreed benefits.

Client Project Manager (Arnab Muhjakaree)

- Undertake the Duties of Client as defined under the CDM 2015 Regulations and ensure obligations of the legislation are met
- Liaison with the key stakeholders and professional team to develop Employer’s Requirements and the tender documentation
- Instigate, lead and manage the tendering process for the selection of main Contractor including the OJEU process
- Appoint Contractor ensuring legal and statutory obligations are met
- Lead and manage the delivery process including coordination and liaison with the key stakeholders
- Control the change process
- Ensure reporting mechanisms are met for internal governance including preparing Project Board reports
- Oversee the payment mechanisms for the professional team and the Contractor including ensuring audit requirements are satisfied
- Lead and manage the two key risks of cost and time.
- Accept the completed development once the practical completion certification and other completion documentation is in place.
- Manage the Defects period
- Ensure BIM compliance requirements as required under the current legislations are satisfied

Car Parks (Ben Smith/Neil Walters)

- Facilitating project interdependencies with existing provisions
- Sourcing and managing operator provisions
- Facilitating shut down of existing provisions and switch to new provisions

Property (Pankaj Vara)

- Acting as Corporate Landlord
- Dealing with Land/Asset requisition, tenancy, CPO etc.
- Dealing with all aspects of Vacant Possession

Communications (Louisa Dean)

- Acting as the corporate focal point for all external and Member comms
- Leading public consultation events

- Formulate and management of Comms Plan

Building Services (RH/AM)

- Acting as the Delivery Manager, taking instructions from the Board
- Reporting progress, issues and risks to the Board
- Overall risk management
- Managing the key parameters of change, time and cost

Finance (Ruth Watkins)

- Ensuring funding release

Broadway Car Park – Risk Register

		Date of Update: 24 th August 2018					Overall Programme RAG Status			
		Provided by: Barbara Richardson								
Ref:	Programme Area	Likelihood 1 = Rare 2 = Unlikely 3 = Possible 4 = Likely 5 = Very Likely	Impact 1 = Insignificant 2 = Minor 3 = Moderate 4 = Major 5 = Catastrophic	Risk	Sub Risks	Controls Currently in Place	Assurance External or Internal	Quarterly Update	Improvements to be made	Lead
Legals										
L01	Ownership & Title (MSCP)	3	3	9	- Satisfactory Title	- Report On Title Completed (Gowlings)	- Most title issues should be able to be resolved, but could add to costs.	-	-	BR
L02	Ownership & Title (Adjoining Side Car Park)	3	3	9	- Satisfactory Lease arrangements, and termination clauses - Moral & Reputational need to relocate up to 30 business users, during demo/construction.	- Report on Title Completed (Gowlings) - Make an additional allowance without temporary car parking provision, including costs.	- Ability to terminated head lease and redevelop. - Although a risk that re-provision of up to 30 spaces for local business will have to be accommodated, with associated costs.	- Contingency for costs needs to be clear on any costs associated with re-provision.	- Checking all head lease and sub-lease terms, as these have not previously been checked.	RL/BR
L03	Existing Tenants within the land ownership, or development area of MSCP.	2	3	6	- William Hill – tenant of 2 units, situated within development area. - William Hill – Holding Over under the Landlord & Tenant Act - Court Proceedings likely. - Financial Costs to be incorporated in Investment Case.	- Lease End Date was 19/5/09. - S.25 notice was served 5/7/17 – in order to end tenancy 10/1/18.	- Gowlings appointed to deal with s.25 notice and court proceedings. - Property Services Team dealing with this under Asset Management.	- STC terms have been agreed with William Hill to surrender the lease for compensation payment plus an additional £50k. - Compensation payment will be £45k. Total payment of £95k. - This compares with a court case which could cost £65K plus compensation payment, and time delays to the project.	- Tenancy at Will to be offered for the interim period.	BR
L04	Existing Tenants within the land ownership, or development area of MSCP.	3	1	3	- Brett Foundation – tenant of 2 units, situated within development area.	- Potential relocation required - Tenancy at Will in place	- No Court Proceedings required. - Only requires 1 days' notice.	- Communication with this group to keep them informed of potential SOS dates, in order to give as much notice as possible.	-	RL/BR

LO5	Sub Stations Electrical (No 5.)	3	3	9	<ul style="list-style-type: none"> - Relocation & New Provision required - Termination of Lease is required – unknown if tenant is holding over. (this work has not been actioned to date) 	-	-	<ul style="list-style-type: none"> - Further investigation is required to ascertain if tenant is holding over, and what action needs to be taken for termination and re-provision. 	-	RH/ML
LO6	Sub Stations Electrical (No 6.)	3	2	6	<ul style="list-style-type: none"> - Lease expires 2073 	<ul style="list-style-type: none"> - 6 month termination period required. 	-	<ul style="list-style-type: none"> - Needs to be incorporated on the programme chart. 	-	RH/ML

Ref:	Programme Area	Likelihood 1 = Rare 2 = Unlikely 3 = Possible 4 = Likely 5 = Very Likely	Impact 1 = Insignificant 2 = Minor 3 = Moderate 4 = Major 5 = Catastrophic	Risk	Sub Risks	Controls Currently in Place	Assurance External or Internal	Quarterly Update	Improvements to be made	Lead
Planning										
PO1	RIBA Stage 3 – Concept Scheme	4	3	12	<ul style="list-style-type: none"> - Pre-Application feedback negative, on both height, massing, and elevation treatment 	<ul style="list-style-type: none"> - Additional Pre-Application required, with redesign of elevation. 	<ul style="list-style-type: none"> - Professional team to re look at planner's comments and solutions. 	<ul style="list-style-type: none"> - Moved up to Stage 3 - Changed from 1,320 spaces to 1,371 new spaces 	-	RH/ML
PO2	Planning Submission Target Date – October 2018.	3	3	9	<ul style="list-style-type: none"> - Height & Massing – to address this will require a reduction in number of spaces. 	<ul style="list-style-type: none"> - Book into diary regular pre-application meetings for the next 4 months. 	<ul style="list-style-type: none"> - PPA to be entered into. 	<ul style="list-style-type: none"> - Changed the planning submission date from September to October, in order to submit after Cabinet and Council approval. 	-	RH/ML
PO3	Location & Relationship to neighbouring buildings.	3	3	9	<ul style="list-style-type: none"> - Effect of height & massing on neighbouring buildings. 	-	<ul style="list-style-type: none"> - Regular meetings with planners to discuss, the impact with adjoining existing buildings and new applications. 	<ul style="list-style-type: none"> - Planners would welcome a building of slightly lower height, ideally 1 -2 floors lower. - Various elevation treatments being discussed, in order to give reassurance that the building can work within its existing environment at G+8 floors. 	-	RH/ML
PO4	Highways Requirements	3	4	12	<ul style="list-style-type: none"> - Changes required to road system in and out, to accommodate extra traffic flow, from 	<ul style="list-style-type: none"> - Discussion with Highways team, and Architect to redesign, entrance and exit to 	<ul style="list-style-type: none"> - Architects have adjusted reconfiguration without any loss of car parking spaces. 	<ul style="list-style-type: none"> - Cost Consultants updating costs schedule to show any variance this has on potential build costs. 	-	RH/ML

					both Broadway and The Landings.	accommodate a 3 lane entry and exit.				
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Ref:	Programme Area	Likelihood 1 = Rare 2 = Unlikely 3 = Possible 4 = Likely 5 = Very Likely	Impact 1 = Insignificant 2 = Minor 3 = Moderate 4 = Major 5 = Catastrophic	Risk	Sub Risks	Controls Currently in Place	Assurance External or Internal	Quarterly Update	Improvements to be made	Lead
Construction										
CO1	Procurement of Professional Team	2	2	4	- OJEU Compliance required.	- Crown Commercial Services Framework can be used.	- Procurement Team Sign off - Shared Legal Services Team sign off.	- Governance paper on new team cost savings.	- Several members of the original professional team appointments breach both the procurement process and OJEU limits. This can be addressed through the use of CCS Framework.	RH
CO2	Procurement of Contractor	2	3	6	- OJEU Compliance required.	- Scape Framework is available to call off, however, this may be more expensive. - Full Tender Process can be delivered within the timeframes.	- Delegated authority for sign off with Russell O'Keefe, Cllr Evans & Cllr Saunders.	- Comparison of costings required.		ML/RH
CO3	Contract Type	3	3	9	- Selection of the appropriate contract to mitigate cost over-runs is essential	- Faithfull & Gould appointed to give advice, and pro's and con's between varying contract types.			- Pro's & Con's to be drawn up between: - NEC A, JCT D&B, PPC2000, or other which may be considered by Members.	ML/RH
CO4	Method of Construction	3	3	9	- Steel frame v RC frame	- Steel frame has been initially selected as has a 6 month quicker build out rate. - Concrete currently in high demand, and may cause delays on site.	- Quantity Surveyors are regularly checking the market place, in terms of supply and price.	- Steel frame – 6 months shorter programme gets to December 2021.		ML/RH

Ref:	Programme Area	Likelihood 1 = Rare 2 = Unlikely 3 = Possible	Impact 1 = Insignificant 2 = Minor	Risk	Sub Risks	Controls Currently in Place	Assurance External or Internal	Quarterly Update	Improvements to be made	Lead
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Ref:	Programme Area	Likelihood 1 = Rare 2 = Unlikely 3 = Possible 4 = Likely 5 = Very Likely	Impact 1 = Insignificant 2 = Minor 3 = Moderate 4 = Major 5 = Catastrophic	Risk	Sub Risks	Controls Currently in Place	Assurance External or Internal	Quarterly Update	Improvements to be made	Lead
CO5	Demolition Process	3	4	12	<ul style="list-style-type: none"> - Delays due to VP - Delays due to sub-contractors availability 	<ul style="list-style-type: none"> - Property Services Team are currently working on VP issues. - Quantity Surveyor regularly checking availability of suitable sub-contractors, and general lead in times. 	<ul style="list-style-type: none"> - Gowlings have been appointed to assist. - Demolition date moved to January 2020. Good lead in time for selection of contractors. 	-	-	ML/RH
CO6	Disruption and management of site and impact on existing retail and residents	3	3	9	<ul style="list-style-type: none"> - Shut downs of local business and noise and dust to neighbours. 	<ul style="list-style-type: none"> - Full construction plan to be developed with stage 3 report and design. 	-	-	-	ML/RH
CO7	Asbestos located	3	3	9	<ul style="list-style-type: none"> - Delays to demolition impact on design. 	<ul style="list-style-type: none"> - Full R&D Survey to be carried out 	-	-	-	ML/RH
CO8	Demolition Process	3	3	9	<ul style="list-style-type: none"> - Delays due to VP - Delays due to sub-contractors availability. 	<ul style="list-style-type: none"> - Property Services Team are currently working on VP - Quantity Surveyor regularly checking availability of suitable sub-contractors and general lead in times. 	<ul style="list-style-type: none"> - Gowlings have been appointed to assist. - Demolition date moved to January 2020. - Good lead in time for selection of contractors. 	-	-	ML/RH
CO9	Construction Period & Process	3	3	9	<ul style="list-style-type: none"> - Impact on users of retail 	<ul style="list-style-type: none"> - Demolition and construction period moved out, so that only one Christmas Period is affected. December 2020. 	-	-	-	ML/RH
Strategic										
SO1	Stakeholder Engagement	3	3	9	<ul style="list-style-type: none"> - Poor Communication 	<ul style="list-style-type: none"> - Presentation to be made to: PRoM, Friends of Maidenhead, Maidenhead Town Forum, Maidenhead Developers Forum. - Public Consultation as part of planning application. - Communication with Lead Member 	<ul style="list-style-type: none"> - Regular update briefings with PR & Communications Team in Royal Borough. - Regular update at Parking Project Board Meetings. 	<ul style="list-style-type: none"> - PROM presentation undertaken in June 18. 	<ul style="list-style-type: none"> - Need to book a public consultation. 	

						& Deputy Lead Member for Regeneration. - Communication with wider Cllrs				
SO2	Provision of Temporary Car Parking	3	4	12	- All temporary car parking must be in place before Broadway demolition can start. - Planning application for temporary car parking must be submitted by June 2018	- Presentation & briefing to SLT. - Presentation & briefing to Lead Member & Deputy Lead Member for Regeneration. Leader of the Council & Lead Member for Finance.	- Regular Pre-Application meetings with planners.	-	-	
SO3	Ultimate number of new car parking spaces provided for the retail offer in the Town Centre.	2	3	6	- Assumes G+8, for 1371 new spaces. Height & massing may still be an obstacle.	- Professional team appointed to deal with any questions raised by planners.	- Project Brief required between 900-1300 spaces to be provided.	-	-	
S04	Existing Tenants within the land ownership, or development area of MSCP.	5	3	15	- Brett foundations existing tenant.	- Tenancy at Will in place, able to remove tenants when required.	- Essential Communication required to avoid any unnecessary publicity, and reputational risk.	-	-	LD/BR
S05	Mobility (Peter Hadley)	2	3	6	- Relocation to West Street.	- New location identified at West Street during the demolition and construction of Broadway. - New premises taken into account in the new design. - Adequate accommodation equal to that of their existing facility.	- Architects have design the new car park scheme, taking on board requirements for Shop mobility. - Project team in regular discussion with stakeholder.	-	-	RH

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Financial										
FO1	Budget of TSC to stay within £31m, in order to achieve appropriate financial returns, and cost effective car parking provision. Income requirements requested from Car Parking Team, for new provision from December 2021.	3	4	12	<ul style="list-style-type: none"> - Any unknown costs associated with VP - Any unknown costs associated with re-provision of business user to side car park. - Contingency for build - Funds already committed of £700k to get to RIBA Stage 2. - Making sure that the pricing of the new car park is relevant to benchmarks of other new provision, but affordable for local residents using the shopping centre. 	<ul style="list-style-type: none"> - Contingency for financial of £50k. - Allocate spaces within temporary car parking provision.(Adds to the temporary provision required). - 5% build contingency in financial model. - Existing Surveys will be used, to avoid any double counting. - Car parking team, looking at parking tariffs for both short and long stay rates. 	<ul style="list-style-type: none"> - Faithful & Gould appointed as Quantity Surveyor and Employers Agents. - Project Board to oversee and receive regular updates on financial spend, and commitment. - Financial benefits should be in place for short term users, whilst maximising long term permit holders. 	<ul style="list-style-type: none"> - F&G Quantity Surveyor, currently pricing adjustments for highways, planning and health & Safety requirements/best practice. - Review number of spaces against original budget, if we can achieve more car parking, then budget could increase. - Clarification on actual parking charges still awaited from car parking team, in order to demonstrate investment returns. 	<ul style="list-style-type: none"> - Cost variance required against number of spaces and build costs, to demonstrate value for money. Currently being undertaken by F&G Consultants. 	<p>ML/BR</p> <p>BS</p>
					-	-	-	-	-	
					-	-	-	-	-	

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					-	-	-	-	-	
					-	-	-	-	-	

Quantum of Risk (March 2018)

Extreme

5. Catastrophic					
4. Major			FO1		
3. Moderate		LO6,CO2,S05	LO1,L02,LO5,PO2,PO3,CO3,CO4,CO6,CO7,CO8,CO9, S01	P01, P04, C05, S02	SO4
2. Minor		CO1,	L03, S03		
1. Insignificant			L04		
<i>Insignificant</i>	1. Rare	2. Unlikely	3. Possible	4. Likely	5. Very Likely

LIKELIHOOD

Significant/Extreme Risks:	

Key to Risk Ref Codes:
Risk ref starts with L = Legal' s
Risk ref starts with P = Planning
Risk ref starts with C = Construction
Risk ref starts with S = Strategic risk
Risk ref starts with F = Financial risk

Risk Definitions & Action

1-2 Insignificant	3-6 Low	8-12 Moderate	15-20 Significant	25 Extreme
Control measures are in place. Risk is monitored however considered insignificant to day to day work and the ongoing future of the function	The majority of control measures are in place. Risk subject to regular review and should be reduced as part of directorate long term goals	There is moderate probability of major harm or high probability of minor harm, if control measures are not implemented. Prioritised action plan required with timescales. To be monitored and reviewed six-monthly	Significant probability that major harm will occur if control measures are not implemented. Urgent action is required. Consider stopping procedures. Actions to be monitored until in control. Review monthly	Where appropriate stop all action IMMEDIATELY. Controls to be implemented immediately and monitored until risk score reduced. Review weekly