

# **DEVELOPMENT & REGENERATION**



## **CONSULTANCY ADVICE**

**Under the HCA Property Framework Agreement**

**Maidenhead Golf Course, Maidenhead, Berkshire**

**Invitation to Tender**

**Date: 30 September 2016**

## **BRIEF FOR APPOINTMENT OF CONSULTANT TEAM – MAIDENHEAD GOLF CLUB**

### **Introduction**

Maidenhead golf course could potentially be one of the most exciting residential development sites to come to the market in the UK in recent years. Situated just off junction 8/9 of the M4 and immediately adjacent to the new Crossrail station and to Maidenhead town centre, it has potential for between 1481 and 1754 new homes.

Having recently agreed terms to obtain vacant possession of the site sometime between 2019 and 2023 (at the golf club's call), RBWM now needs to appoint a team of consultants to advise on strategy and to manage and oversee the procurement of a development partner or partners. This Brief sets out the requirements in more detail.

### **Background**

The Royal Borough of Windsor and Maidenhead (RBWM) own the freehold of a 132 acre Greenbelt site immediately adjacent to Maidenhead Railway Station and north of Harvest Hill Road. (refer to Appendix A).

The land is subject to a lease with Maidenhead Golf Club Limited. RBWM has recently signed a contract with its tenant Maidenhead Golf Club which sets out terms for the early Surrender of their leasehold interest.

Maidenhead Golf Club also own a 54.6 hectare site to the south of the golf course. RBWM do not have an interest in this land, but there is an intention that RBWM and MGC should work collaboratively in promoting and marketing their two sites.

#### *Emerging Borough Local Plan*

The area is a proposed Strategic Location for Growth for up to 2000 new homes. It is on the site of the current Maidenhead Golf club and land to the south of the Golf Club.

It is anticipated that the BLP will be adopted in 2017.

### **The Council's Objectives**

The Royal Borough is an expensive place to live, and there are big affordability issues in the housing market. The Council is committed to helping young people onto the housing ladder and also to ensuring that Maidenhead is a place that works for all its residents, not just for the privileged few. That means great schools for children, good job opportunities and affordable homes.

The Royal Borough is an attractive place to live with high levels of visual amenity, and it is important that these high standards are maintained in its new development. Where RBWM has ownership it will be seeking to ensure that award-winning design standards are achieved and that we build housing that is as desirable when it is thirty years old as it is when it is new.

The golf course site has a key role to play in satisfying housing need in the borough. Objectively Assessed Need, as defined by the Berkshire SHMAA, is for 712 residential units per annum, or 10,874 over the Borough Local Plan period. The golf course site can make a substantial contribution to this.

It is important that best value is achieved from the site, and in particular the council has an ambition to transform some or all of its land holding into income producing assets.

## **Advice required**

Having entered into the Agreement for Surrender, RBWM now needs to develop a strategy to procure the development of the site. To do this it needs to appoint a team of experienced consultants with a track record of bringing forward major residential development sites to advise on:

The Market – How strong will interest be? What type of developers might be interested? Are we looking for one developer, a consortium of developers, or a lead developer to fund infrastructure who will sub-sell individual sites?

Timescales – Given the timescales when is the best time to start the developer selection and planning process?

Procurement options – Should we undertake a full OJEU process or should we use the HCA Panel or similar? What are our options and what are the pros and cons?

Planning strategy – should RBWM apply for planning permission before seeking a development partner? Should pre-app discussions take place? Or should we progress a masterplan for the site and seek to adopt it as formal planning guidance?

How would the phasing of infrastructure and s106 be dealt with?

We need advice on options, with pros and cons.

Advice on the planning status should include all land that forms Maidenhead Golf Course (land to the south of Harvest Hill Road).

Legal Structures – given the Council's objectives, how should a contractual arrangement with a developer be structured? What options does the Council have, and what does each option entail in terms of risk and likely receipts?

This should be supported by Argus Developer appraisals, indicative programmes set up using MS Project and a Risk Register.

The Council recently received advice on this topic from Gowlings in relation to the town centre JV and it concluded that a Contractual Joint Venture was most the most appropriate structure . Consideration needs to be given to whether the same model can simply be applied to the golf course site or whether there are reasons to think that a different approach would be more appropriate.

## Infrastructure

Initial advice has been provided by consultants on the likely infrastructure requirements. It is now necessary to:

- Consider whether the infrastructure needs outlined by the above consultants are comprehensive or whether anything is missing. The team will need to co-ordinate and manage discussions with various council departments (highways, education, planning etc) and establish a consensus as to what needs to be provided.
- Develop options for infrastructure provision. This will involve having discussions with the Highways Agency and other statutory providers, developing design as necessary.
- Consider options for delivering infrastructure. If we are looking for multiple developers then should RBWM fund and procure the common infrastructure or should we seek a lead

development partner? Are there other options such as engaging the HCA? What are the pros and cons?

Land Assembly – Does other property need to be acquired eg to facilitate access or infrastructure? If so then we need to consider acquisition strategy, options and likely cost.

The approach to working jointly with MGC to jointly procure a development partner for both ownerships needs to be worked through.

### **Stages of Instruction**

The Council intends to appoint a consultant team. The appointment will be in the following stages:

#### Stage A

To provide advice on the matters outlined in “Council Objectives” and “Advice Required” above.

To attend briefing meetings as necessary, to undertake the necessary research, to prepare a report and to help to present the findings.

#### Stage B

Depending on the advice in Stage A and subject to further instruction, to undertake studies, due diligence, design, master-planning, and possibly submitting a planning application.

#### Stage C

Overseeing and managing the procurement process.

### **Key Outputs**

To summarise, this brief sets out what is required of Stage A and an indication of what would be expected as part of this Brief.

The Project Manager is tasked with submitting a written report and a Powerpoint presentation which set out the advice and information requested.

### Required Skills

The successful bidder will have:

- A track record in advising on the disposal of major residential development sites, ideally acting for local authority or public sector owners.
- Detailed current knowledge of the residential development market, including an understanding of developers’ and housebuilders’ current appetite and what their requirements are likely to be.
- A track record in negotiating commercial terms with housebuilders and developers
- Development appraisal and financial modelling expertise.
- Design expertise
- Costing expertise, particularly covering infrastructure costs.
- A track record in providing legal advice to local authorities who are selling development land, entering into joint ventures, setting up partnerships etc.

- A track record in compulsory purchase, both providing legal advice and also undertaking valuations, negotiating and managing the process.
- A track record in preparing and negotiating contract documentation
- Expertise in all the elements of infrastructure and the ability to negotiate as necessary with infrastructure providers
- A track record in public procurement. A detailed understanding of procurement rules and legislation.
- Planning expertise to advise on planning strategy.

A team should comprise the following expertise, either directly or on a sub-contractor basis. If the latter, you should explicitly set out how management and reporting will be addressed:

- DM Lead
- Planner
- Architect
- EiA / FRA
- Infrastructure – utilities
- Highways Engineer
- Cost consultant
- Surveyor – valuation
- Residential Surveyor
- Affordable / Smart Housing specialist
- Procurement expert (OJEU)
- Solicitors

## **BUDGET AND COST MANAGEMENT**

The Project Manager will:

- Prepare in consultation with the cost consultant, other consultants and the Client an overall fixed price budget for this project.
- Agree procedures for submitting applications and certificates and for resolving any issues and queries which may arise in connection with them.
- Co-ordinate and collect claims for payment of works undertaken on this project.
- Advise the Client of any deductions which the Client should make from any such fee claims in respect of any breaches by any of the Consultants.
- Review and endorse all claims for payment indicating the allocation against budget heading for each payment and whether the particular budget allowance remains adequate with respect to the approved capital expenditure authorities.
- Report to the Client on project cost.
- Exercise cost control in carrying out his duties generally.
- From Inception, maintain schedules of appointments and consultancy contracts anticipated to be entered into by the Client in order to complete the project. These schedules will

include the current status of contracts and the date on which they are anticipated to be entered into.

## RECORD KEEPING

The Development Manager shall:

- Keep proper records of all meetings and negotiations attended or conducted by the Development Manager.
- Keep all relevant records for each Project including the following:
  - a) Any drawings related to this Instruction.
  - b) Copies of all instructions and variations
  - c) Minutes of all meetings attended by the Development Manager in connection with the Project
  - d) Records of all site inspections
  - e) Copies of all claims for payment prepared in support and other financial records
  - f) Records of any delays to the Project and time extension applications
  - g) All correspondence, current drawings, specifications and other project documents including a risk register
  - h) Other records reasonably required from time to time by the Client
  - i) Wherever possible, all documents and drawings to be made available electronically and in appropriate format.

## REPORTING

The Project Manager will:

- Report to the Client on a regular basis regarding the Project; advising of all material events and issues arising as and when deemed necessary.
- Arrange meetings at regular intervals with the Client to discuss the Project, attend such meetings, prepare and circulate notes of such meetings.
- In the event that the Project Manager sub-contracts professional services, the Project Manager will be responsible for managing and reporting on the sub-contracting arrangements to the client.

## Timetable of Dates

Date	Activity
Invite to Tender	30 September 2016
Tenders Returned	Noon 31 October 2016
Interviews	w/c 7 November 2016
10 day standstill	
Kick-off meeting	Late November 2016
Phase 1 Report (draft)	20 January 2017

Phase 2 – Commence Planning; hybrid outline application or development framework / SPD	March 2017
Tender for legal team	January 2018
Phase 3 – commence Procurement for development partner(s)	May 2018

### Evaluation Criteria

Evaluation Criteria	% weighting	Evaluation sub-criteria	Sub-criteria Weighting
Price (fixed fee)	50%		
Quality	50%		
		<b>Quality</b>	<b>10%</b>
		Ability to plan and deliver the objectives within the brief	4%
		Experience of collaborative working process	2%
		Experience of actual delivery on a similar scale	2%
		Demonstration of a similar project in type and scale	2%
		<b>Technical Merit of the Proposal</b>	<b>10%</b>
		Appreciation of the Brief; Method and Approach	5%
		Understanding the planning and legal influences to the Brief	3%
		Completeness of the services offered	2%
		<b>Staff and Other Resources</b>	<b>10%</b>
		Name the Project Director and key staff with Brief specific experience	5%
		Provide details of how you will ensure both deliverability to time and business continuity during in the event of: <ul style="list-style-type: none"> <li>• Annual leave</li> <li>• Unexpected absence</li> <li>• Departure of staff</li> </ul> Set out explicitly how this will be managed.	5%
		<b>Management and Communications</b>	<b>10%</b>
		Balance of relevant skills and experience of working together	5%
		Project Team Structure(s) with name of the single point of contact	3%

		Means of communication with client	2%
		<b>Programme</b>	<b>10%</b>
		Provide a detailed programme itemising all activities and actions and their relevant timescales and key milestones to demonstrate a clear understanding of the Brief.	5%
		Detail how you will effectively coordinate with the teams working on all elements of this Brief and ensure this is fed into the required outputs (report and presentation).	5%

<b>Rating of Response</b>	<b>Score</b>
Fully compliant submission which meets all requirements and is fully explained in comprehensive detail.	5
Compliant submission which meets all the requirements and is explained in reasonable detail.	4
Satisfactory compliant submission which meets the essential requirements and is explained in adequate detail.	3
Part compliant submission which meets limited requirements and is explained poorly.	2
Weak compliant submission which in some areas falls short of requirements and is not explained.	1
Non compliant tender which fails to meet the requirements specified in the invitation to tender or no answer is given.	0



**PRICING SCHEDULE**

Please indicate the cost for resources for all stages of the Brief which follows.

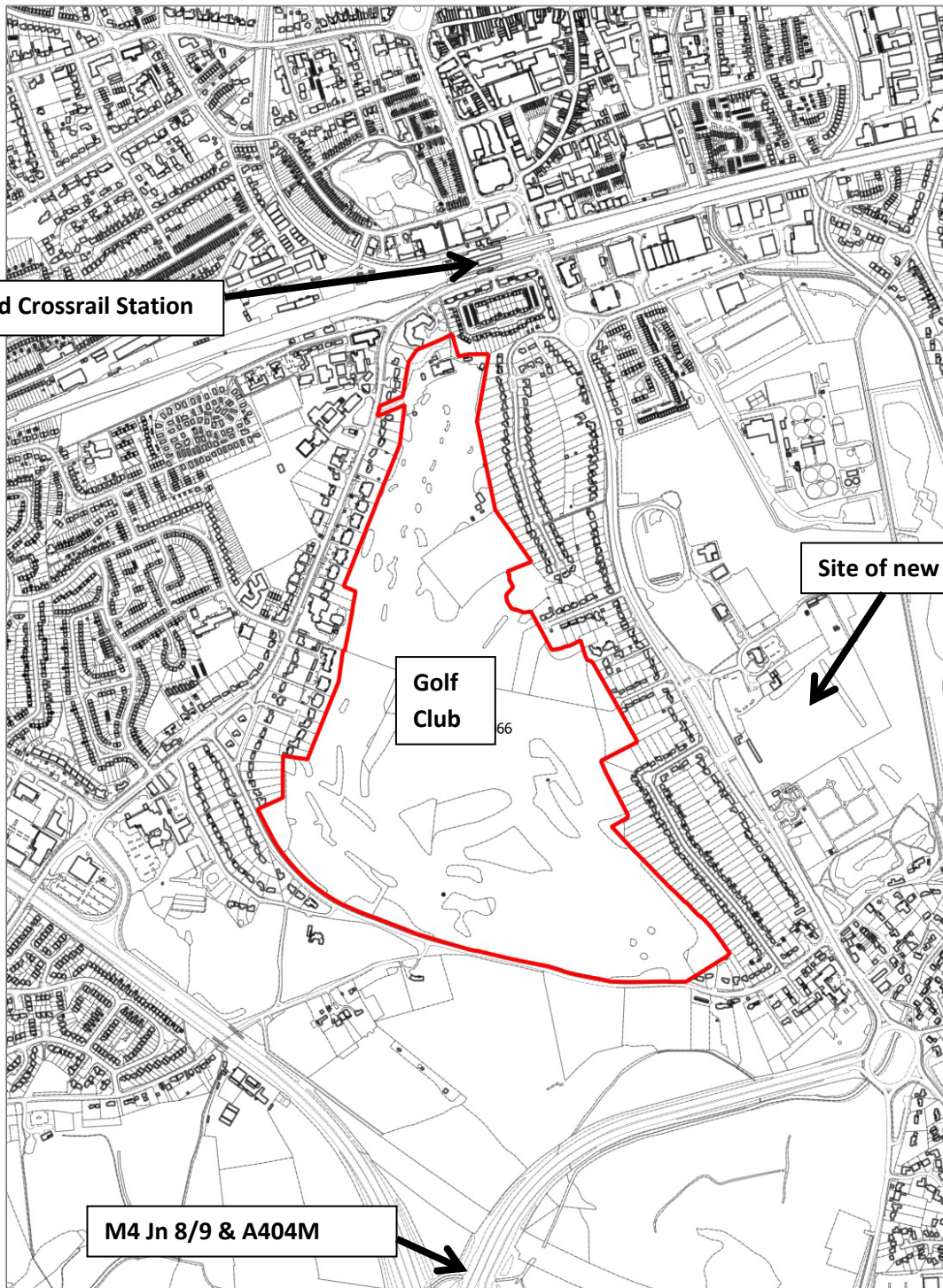
<b>Core Services</b>		Hourly Rate (HCA Framework)
Project Manager		£
<b>Professional Services</b>		
Architect		£
Cost Consultant/QS		£
Transport Engineer		£
Civil/Structural Engineer		£
Environmental		£
Planning		£
Others please specify:		
If sub-contracted is the rate inclusive of all/any mark-ups?	Yes/No	
If the answer to the above is no, how much mark-up would apply?		%
Please identify any additional skills and costs that maybe required for the feasibility study		
<b>Grand Total Fixed Fee</b>	<b>Excluding VAT and including disbursements</b>	£ _____

**Add to the above schedule as you feel necessary**

**FEES – fixed fee against each stage and hourly rates for all team members involved or potentially involved in each of 3 phases.**

**APPENDIX A – SITE LOCATION**

DRAFT




Maidenhead Crossrail Station

Site of new leisure centre

Golf Club  
66

M4 Jn 8/9 & A404M

Description: Maidenhead Golf Club Shoppenhagers Road Maidenhead	Drawing No: EO1697  Date:22/10/2013	OS Ref: SU8879  Scale: 1:10000	Royal Borough Of Windsor and Maidenhead   © Crown copyright and database right 2012. Ordnance Survey 100018817
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