

London Borough of Hammersmith & Fulham

Report to: Cabinet

Date: 06/07/2020

Subject: Civic Campus: Award of Contract for the Refurbishment and Fit-Out of the Town Hall

Report of: Cllr Andrew Jones

Report author: David Burns, Assistant Director Growth

Responsible Director: Tony Clements, Interim Strategic Director for the Economy

Summary

The Civic Campus Programme is an ambitious regeneration programme to transform the Council's civic and democratic centre. It will act as a catalyst for change in the borough, replacing the life-expired Town Hall Extension building, and uninviting and poorly utilised surrounding spaces, with a state of the art public realm space, fully refurbished and inclusively designed town hall building, and vibrant mixed use neighbourhood designed to serve the community.

Planning consent for the project has been achieved and subsequent detailed design development concluded. The delivery structure for the project includes a 50:50 Joint Venture (JV) between A2Dominion and the LBHF, which will enter into a construction contract for the wider campus improvements and delivery of the Town Hall vertical extension. The Council will also enter into a separate construction contract for the refurbishment and fit out of the Town Hall.

Both contracts have been tendered together as one package to ensure consistency and efficiency across the site is maximised and enable effective site logistics required to meet the required programme – while the separate contract ensures the Council retains more control over the delivery of the Town Hall refurbishment as part of the programme. Following a procurement exercise, a preferred contractor was selected and a Pre-Construction Services Agreement (PCSA) was signed to provide pre-construction services to progress design, cost and delivery aspects of the project. This period is nearing completion and this report seeks approval for a change in the funding strategy and the Council to enter into a Construction Contract with Ardmore Construction Limited for the refurbishment and fit out works to the Town Hall. Approval will ensure the programme is maintained for a Spring 2022 opening of the Town Hall.

Recommendations

1. To approve that Appendix 1 be exempt from disclosure on the ground it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
2. That Cabinet approves £860,841 additional capital budget for the fit out of the Town Hall (including the extension) which reflects an equivalent revenue saving within the approved project budget and is in line with the Council's strategy to protect reserves.
3. That the Council enters into a contract with Ardmore Construction Limited for the refurbishment of the existing Grade 2 Listed Building plus the fit out of the Town Hall (including Cat B fit out of the glass box vertical extension) and that the contract value shall not exceed the approved capital budget.
4. To delegate authority to the Strategic Director for the Economy, in consultation with the Head of Law, Director for Finance and the Cabinet Member for the Economy to finalise and complete negotiations with Ardmore Construction Limited to give effect to the decision in 3.
5. That authority be delegated to the Strategic Director for the Economy, in consultation with the Director of Finance, the Cabinet Member for the Economy and the Cabinet Member for Finance and Commercial Services, to agree an additional 5% variation of the approved capital budget to accommodate any potential increase in contract costs or approved specification changes following approval of this report, to be funded from borrowing.

Wards Affected: Hammersmith Broadway

H&F Priorities

Our Priorities	Summary of how this report aligns to the H&F Priorities
Building shared prosperity	The Civic Campus programme will be creating a new space for residents and the public within the West King Street area. This enables additional job opportunities through the s106 agreement; additional office space; and more genuinely affordable homes.
Doing things with local residents, not to	Delivery of the wider Civic Campus

them	programme will create a new public space to be enjoyed by all members of the local and wider community who have been engaged and consulted throughout the process.
Being ruthlessly financially efficient	A full technical review and competitive procurement process has been completed.
Taking pride in H&F	The refurbishment of the Town Hall will enable the delivery of the wider Civic Campus programme, creating a new and much improved space for residents and the public within the West King Street area.

Financial Impact

The full financial implications of the wider Civic Campus Programme were set out in the report to Full Council on 23 January 2019 as amended by any subsequent decision reports.

As set out in recommendation 2, Cabinet is requested to approve up to £860,841 of additional capital budget for the fit out of the Town Hall (including the extension). This is in addition to the £45.6m approved on 23 January 2019 at Full Council for the refurbishment and fit-out of the Town Hall and the fit-out of the new Town Hall Extension¹ over the next few years.

On the 23 January, Full Council agreed both the capital budget, to be funded from Community Infrastructure Levy and borrowing, and the revenue budget for the associated decant, to be funded from revenue reserves. In light of the Council's recently approved reserves strategy, seeking to safeguard reserves, the project team and finance have reviewed decant costs for potential capitalisation. £860,841 has been identified as capital spend and it is therefore recommended that this is capitalised, rather than drawing on reserves. This additional capital budget reflects the capitalisation of the furniture purchased and used in the fit out of temporary office decant accommodation. This was originally planned to be funded by revenue budgets. This additional capital budget reflects the capitalisation of costs previously expected to be met from the revenue budget for the project; therefore, the overall project costs are still anticipated to be within the approved budget for the project.

This change in the funding approach for the project is part of the Council approach to protect the Council's reserves, particularly in light of the significant financial pressures being experienced as a result of the Covid-19 pandemic. The reserves strategy and

¹ The cost of the new extension will be funded by the joint venture between A2Dominion and the Council

financial risks relating to Covid-19 were not a consideration when the budget for the programme was first approved but is now recommended to protect the Council's revenue reserves.

The £45.6m budget is planned to be funded by a combination of Community Infrastructure Levy (CIL) receipts and prudential borrowing. The latest forecast for this was £33.7m of CIL and £11.9m of borrowing. Unless further CIL or other funding is identified the additional budget will need to be funded by an increase in borrowing. The cost of this extra borrowing will be borne by revenue budgets and depend on the cost of finance at the time. Based on £860,841 of additional borrowing at an example cost of borrowing (including external interest and minimum revenue provision) of 6% cost of borrowing this would cost the Council circa £50,000 per annum until the debt is repaid.

In the period between cabinet approval and entering into the contract there may be a need to negotiate further on the total contract cost or there may be unknown specification changes or improvements to be added to the contract. This may mean that the capital budget would need to be increased. To accommodate this, recommendation 5 allows for an up to 5% variation to the capital budget. This would result in additional capital budget of £2.28m. If required, based on £2.28m of additional borrowing at an example cost of borrowing (including external interest and minimum revenue provision) of 6% cost of borrowing this would cost the Council circa £137,000 per annum until the debt is repaid.

Given the scale of potential contract award for the construction contract, a credit check and review of Ardmore's finances has been carried out prior to the final design and tender price being submitted for the Council's consideration. A Creditsafe report was obtained for Ardmore on 15 May 2020. CreditSafe's latest assessment of the company was as at 12 March 2020 and that point they had a credit score of 91 out of 100 which is deemed as very low risk. The suggested contract limit of £52.5m exceeds the estimated contract value and their latest turnover of £210m exceeds the Council's usual requirement of double the anticipated contract value. At the point of the contract award decision, particularly in light of the potential implications of Covid-19 on financial resilience of contractors, this will be reviewed again.

The contract award decision will also set out the the risks and mitigations considered for the Council in entering this contract, including those related to Covid-19.

Legal Implications

Part 1: implications drafted by Gowlings Solicitors

The Council's powers to enter into the Construction contract "Contract A" arise under section 1 of the Localism Act 2011 and the incidental power under section 111 Local Government Act 1972.

Procurement: The appointment has been made via the A2D Framework. Gowlings have previously advised that the Council is able to access this framework to procure construction works/services. The A2D Framework has been established under the Public Contracts Regulations 2015. Whilst we did not advise on the selection of the

preferred contractor for the project, or establishment of the A2D Framework we confirm that the scope of this appointment falls within that of the A2D Framework. We have not been made aware of any irregularity or challenge to either process.

Best Value: this report confirms the reasons as to why Ardmore was selected. The original tendered financial proposal was originally evaluated by the Council, and Currie & Brown with input from Project Managers Silver DCC ("Silver"). This report confirms that during the PCSA period, a finalised cost plan and cash flow is going to be provided by Ardmore against the detailed RIBA Stage 4 design and the Council's Employers Requirements for Contract A. These costs are being verified by Project Managers Silver DCC, and the Council's Cost Consultants, Currie and Brown. This process will assist the Council to demonstrate how it has fulfilled its best value duty under Local Government Act 1999.

Construction contract (Contract A) terms and commercial implications:

Once entered into, the Council will be the 'Employer' under Contract A and will be bound by the obligations within Contract A ascribed to that party (the main obligation being paying the contractor, Ardmore, in respect of the works undertaken).

Under Contract A, the Council may suspend performance of the works by Ardmore by way of a formal instruction. The Council will be liable to pay Ardmore's direct loss and/or expense incurred as a result of such an instruction (for example, demobilisation costs and maintenance costs during the suspension) and Ardmore would be entitled to an extension of time for the performance of the works. The Council may instruct remobilisation subject to further direct loss and/or expense associated with remobilisation. If remobilisation is not instructed before expiry of the period specified in the Contract Particulars (which defaults to 2 months if no other period is specified), then Ardmore or the Council may (but are not obliged to) terminate the contract under clause 8.11.1 (the consequences of which are described further below).

The Council may terminate Contract A for the following reasons:

- a default by Ardmore of its obligations under the contract;
- under clause 8.11.1 (described below) following a specified period of suspension;
- if Ardmore were to become insolvent;
- if the agreement for lease between A2DD and the Council in respect of the development is terminated; or
- a legal challenge is made in relation to the site and/or the works for any reason

The Council cannot terminate Contract A upon notice for convenience without incurring liability for a breach of contract.

The current draft of Contract A does not contain specific provision for Covid-19 at this stage. However, Ardmore has raised the issue of the impact of Covid-19 on the programme and requested a 'Covid clause' is inserted into Contract A . Consideration of this point is ongoing at the time of submission and all advice and

information received by the Council will be captured, as is appropriate, in Contract A. Further information is included in exempt Appendix 1.

However, under Contract A, clause 8.11.1 allows for termination of the contract in the event of prolonged suspension of the works. This is a mutual termination provision – both the Council and Ardmore can exercise the right of termination under this clause. To summarise the clause:

- If, prior to practical completion, the carrying out of the works (in whole or substantially) is suspended for the relevant continuous period stated in the Contract Particulars due to the following (note: there are 6 delaying factors under cl. 8.11.1, including suspension instructed by the Council as described above, but the following two maybe relevant to Covid-19):
 - force majeure (although this may not be applicable to Covid-19 given that it is a known and ongoing event); or
 - the government exercising statutory powers that directly affects the works,
- then either party can, following the necessary continuous period of suspension, serve notice on the other to terminate.
- If the cause of the suspension ceases within 7 days of the date of the notice to terminate, then the right to terminate falls away. Otherwise, on expiry of the 7 days' notice, the contractor's employment can be terminated by further notice.
- The period of suspension required to trigger this right of termination is variable according to what is agreed between the Council and Ardmore, with the final agreed period written into the Contract Particulars. The default position is a 2 month period. The Council are currently considering what would be the most commercially beneficial period to the Council in view of advice from GWLG and will look to agree the same with Ardmore. This decision will be captured in Contract A.

If Ardmore's employment is terminated under cl. 8.11.1, then Ardmore shall be due a payment for the following:

- the total value of work properly executed at, and of any design work properly carried out before, the date of termination together with any other amounts due to Ardmore under the building contract;
- any direct loss and/or expense (not applicable if suspended and consequently terminated due to either force majeure, government exercise of powers or a Council instruction to suspend);
- the reasonable cost of removal of temporary buildings, plant, tools and equipment; and
- the cost of materials or goods properly ordered for the works for which the Ardmore then has paid or is legally bound to pay.

GWLG are reviewing and negotiating the legal terms and conditions of Contract A so that they are in a form that is acceptable to the Council. All advice and information received by the Council will be captured, as is appropriate, in Contract A.

Part 2, implications drafted by Sharpe Pritchard Solicitors

Part 1 of the Legal Implications addresses the Council's ability to enter into the Construction Contract with Ardmore Construction Limited (Ardmore) and confirms that this has been procured in a manner that complies with the Public Contracts Regulations 2015 (PCR). This part of the Legal Implications will address compliance with the Council's Contract Standing Orders (CSOs).

The proposed Construction Contract with Ardmore is regarded as a High Value Contract pursuant to CSO 16.1. CSO 18.1 requires a procurement strategy to have been approved for all High Value Contracts. The Cabinet decision of 3rd December 2018 approved the use of the A2 Dominion Framework for the refurbishment and Fit out of the Town Hall, therefore CSO 18.1 has been complied with.

As the value of the proposed Construction Contract is greater than the existing threshold of £4,551,413 for works under the PCR, CSO 19.1 provides that a suitable Framework or DPS should be used or procedure in accordance with the PCR as approved through the Procurement Strategy should be adopted. Part 1 of the Legal implications confirm that the A2 Dominion Framework is appropriate for the works sought. Accordingly, the competition requirements under CSO 19.1 have been met.

Approval is sought to delegate the decision to approve the Council to enter into the main building contract with Ardmore, following their submission and acceptance of the final cost plan for the works to be carried out under Contract A, to the Strategic Director of the Economy, in consultation with the Head of Legal, Director of Finance and Cabinet Member for the Economy. This delegation is permitted under section 9E Local Government Act 2000, where Cabinet can delegate their functions to an officer requiring that the officer consult with the relevant Cabinet Member.

The Council must publish this contract award that is based on a framework agreement, within a reasonable time, on Contracts finder in accordance with regulation 108 of the PCR. The Council must provide the name of the contractor.

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Verified by Emily Hill, Assistant Director, Finance

Name: Richard Beckingsale – Gowling WLG (Part 1)
Position: Partner – External Legal Advisors
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Name: Hannah Ismail – Sharpe Pritchard LLP (Part 2)
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Telephone: 07968 984110
Verified by Adesuwa Omoregie (LBHF)

Background Papers Used in Preparing This Report - None

DETAILED ANALYSIS

Proposals and Analysis of Options

Background

1. The proposed Civic Campus (formally known as the West King Street Renewal) is an ambitious regeneration programme in Hammersmith & Fulham. It will act as a catalyst for change in the borough, replacing the life-expired Town Hall Extension building, and uninviting and poorly utilised surrounding spaces, with a state of the art public realm space, fully refurbished and inclusively designed town hall building, and vibrant mixed use neighbourhood designed to serve the community.
2. The proposal will also attract a greater diversity of shops which will improve the retail offer on the High Street. This will create the opportunity for associated economic benefits, including increased footfall for local businesses, as well as wider commercial opportunities for businesses in the borough, with significant commercial contracts expected to be available as a result of the scheme.
3. In March 2018, Cabinet authorised the Council to enter into Heads of Terms with A2 Dominion Housing Association, for a conditional land sale to enable the regeneration of the Town Hall site and West King Street along with several enabling actions to progress the regeneration.
4. On 3rd December 2018, Cabinet agreed that the Council would enter into a conditional land sale agreement, and that the conditional land sale would be to a corporate joint venture formed of the Council and A2Dominion Developments Ltd (A2DD). The report also set out the business case and procurement strategy for the project.
5. Cabinet also agreed a number of recommendations to Full Council in January 2019 relating to the approval of:
 - The proposed Joint Venture (JV) partnership with A2DD;
 - The subsequent conditional sale of Council land to the JV partnership;
 - The provision of development funding to the JV partnership;
 - Budgets to fund the refurbishment and fit out of the Town Hall;

- The leasing of commercial properties in Hammersmith to facilitate a full decant of the Town Hall site; and
 - Budgets to fund the furniture and fit out works required in the decant properties (including contingency allowances).
6. On 23rd January 2019, Full Council agreed the capital budgets for the refurbishment and fit out of the Town Hall (including the extension) of £45.6m. In October 2019 Planning Consent and Listed Building Consent were achieved for the project.
 7. The Council has now entered into the 50:50 joint venture partnership with A2Dominion Housing Association's development arm, A2DD for the purposes of delivering the Civic Campus Programme and entered into a conditional land sale agreement.
 8. The delivery of the Civic Campus Programme is split into two construction contracts. The Council is the 'Employer' under the construction contract for the refurbishment of the existing Grade 2 Listed Building plus the fit out of the Town Hall (including Cat B fit out of the glass box vertical extension). These works will be under a separate contract (known as Contract A).
 9. The JV vehicle will carry out and fund all elements of new build works and construction of the vertical extension to the Town Hall. These works (known as Contract B) include;
 - Block C - re-use of existing basement, construction of 7 storey residential block of affordable tenure with A1/A3 at ground floor.
 - Block B – 4 screen cinema in basement, with restaurant/café, cinema foyer and office block entrance at ground floor and 7 stories of B1 office accommodation fitted out to Cat A.
 - Block A - basement construction housing central energy centre feeding overall development (including Town Hall), parking, refuse, bike storage and dry gym, construction of 6 storey residential block of mixed tenure with an element of B1 affordable office space at ground floor fitted out to Cat A.
 - Block D - basement construction, construction of 6 storey mixed tenure residential block.
 - Town Hall Vertical Glass Box extension completed to CAT A fit out.
 10. The agreed procurement strategy has been for both Contract A (which is the subject of this report) and Contract B to be tendered together as one package, such that consistency and efficiency across the site will be maximised and the constraints of the overall site logistics would be managed by a single contractor.
 11. It should be noted that the demolition contract has been procured separately from the main contract works to enable further time for design development whilst capturing the opportunity to demolish the Town Hall Extension early in the programme.

Procurement Approach

12. A number of procurement routes were considered for the delivery of these works - Negotiated, Single Stage and Two Stage options.
13. Both the Negotiated and Two Stage options fix price certainty later in the process than Single Stage but would provide an extremely robust contracting price with the contractor being involved before the design is finalised; allowing input on aspects such as surveys, buildability and construction logistics to drive efficiency into design and delivery. With both of these options, a contractor will be engaged early to help finalise the later stages of design and give price certainty. By selecting a contractor early to work through the design, the element of price uncertainty is reduced upon completion of the contract sum as only one contractor will be involved at this stage after selection for the pre-construction services. If PCSA services were acceptable and price negotiation successful, it would allow the Council to enter into second stage of contract with the contractor following financial close.
14. A Single Stage tender, based on a comprehensive design and tender package, will enable competitive lump sum fixed price tenders to be obtained, with the contractor taking on any risk of errors. With a single stage process, the competition drives efficient pricing however contractors will include uplifts for risk and unknown, which would be avoided if the design is more developed and the contractor has a better understanding of the scheme. Following a considered market engagement process, given the complexity of the Town Hall, most contractors confirmed they would only tender if the Town Hall was bid as a Two Stage tender to enable them to better understand risk.
15. Given the complexity and risk involved in sensitive projects such as the refurbishment of the Town Hall, combined with the Council's need for better cost certainty, delivering the required quality and fixed timeframe for delivery, a Two Stage procurement, with a PCSA at Stage One, followed by JCT Design and Build contract at Stage Two, was proposed as the most appropriate strategy for the scheme. Procuring the scheme in this way will ensure that a variety of risks related to the construction work are greatly reduced, protecting programme and budget.

Tender Process

16. It was proposed in the 3rd December 2018 Cabinet report to utilise A2Dominion contractor framework following legal advice from Gowling WLG (UK) LLP providing confirmation of the legality of using the A2D Framework for Contract A.
17. Having regard to the current European Union Procurement Regulations, and the anticipated level of any awarded contract, only contractors from A2D's current Contractors Framework were considered for selection. A mini competition tender process was followed under the Framework.
18. Tenderers were selected to participate in an Invitation to Tender (ITT) further to an Expression of Interest (EOI) process. The EOI was issued to A2D

Framework Contractors on 21st June 2019 and returned on 5th July 2019. Seven contractors were issued with the EOI and three provided responses by the 5th July 2019 deadline. Following an evaluation process, three contractors were selected and invited to tender.

19. Tender documents were issued electronically on the 4th October 2019, stating a tender return deadline of 12 noon on Monday 16th December 2019. The tender return deadline was subsequently extended by 2 days to Wednesday 18th December 2019, following requests by the tenderers.
20. Three tender submissions were recorded as received by A2Dominion's Governance team, with representatives from the Council and Silver in attendance, all in accordance with the submission deadline criteria. All three tenders were reviewed by members of the professional team and programme managers. The cost and quality ratio for assessment was set at 40:60 respectively.
21. Following detailed evaluation in accordance with the ITT criteria, Ardmore were ranked in 1st place for both quality and price. A detailed review of Ardmore's submission and post tender query responses was completed. The project team also carried out a post tender interview and are satisfied that Ardmore have a full understanding of the scheme and what is required.
22. Officers and the Programme Team were satisfied that Ardmore's proposed team have the capability to deliver the scheme and they have provided case studies of successfully completed schemes of similar scale and complexity. Ardmore's proposed programme met or exceeded the required sectional completion dates.

Pre-Construction Services Agreement (PCSA) Process

23. To enable stage one of the two-stage procurement process to proceed, Pre-Construction Services Agreements with Ardmore needed to be entered into for both the contracts. In May 2020, a Cabinet Member Decision provided an update on the procurement strategy and sought approval for the Council to enter into a Pre-Construction Services Agreement (PCSA) with Ardmore to provide pre-construction services to the Council for the development of design of the Town Hall refurbishment and fit out as set out in 'Contract A' the refurbishment of the existing Grade 2 Listed Building plus the fit out of the Town Hall (including Cat B fit out of the glass box vertical extension). The JV entered into a PCSA with Ardmore for Contract B as part of the same procurement exercise.
24. Under the PCSA for Contract A, Ardmore charged £103,963.71 in management fees to the Council for the PCSA period as included as part of the tender evaluation process. The cost to the Council in design fees and utilities diversions during this period will be £2.25m. Both of these amounts have been captured within the capital budget previously approved by Full Council on 23rd January 2019, as amended by recommendation 1.

25. There is no obligation for the Council to enter into the main construction contract with Ardmore, if performance during the PCSA period or price negotiations were found to be unsatisfactory to the Council.
26. The purpose of the PCSA period is to resolve construction buildability and logistics risks and to specify and negotiate the remaining provisional sums to provide cost certainty for the Council for the works.
27. As such, during the PCSA period Ardmore worked with the Council and the wider technical and design teams (including the lead designers - Roger Stirk Harbour Partners) on the following deliverables.
 - Design Development
 - Construction Method Statements
 - Site Logistics
 - Productivity and Energy Efficiency
 - Health, Safety & Welfare
 - Procurement
 - Planning & Programming
 - Cost Advice
 - Investigation Works
28. Ardmore also engaged the supply chain during the PCSA period, allowing cost certainty to be provided based on a greater amount of design, construction, logistics and supply chain information.
29. This PCSA period is being concluded, and a finalised cost plan and cash flow is going to be provided by Ardmore against the detailed RIBA Stage 4 design and the Council's Employers Requirements for Contract A. These costs will be verified by Project Managers Silver DCC, and the Council's Cost Consultants, Currie and Brown.
30. The form of building contract was appended to the PCSA, but allowed reasonable amendments to be permitted. See Legal Implications section above and Appendix 1 regarding Covid-19 in Contract A.
31. Ardmore will also be required to deliver wider social value through the contract which will include local labour, work placements, apprentices, school career and engagement programmes and local businesses engagement to encourage local SME's to tender for sub-consultant packages (inc holding events and registering busiennses for opportunities).
32. It is anticipated that the contract costs will be within the budget approved by Full Council in January 2019, as amended by recommendation 2, although recommendation 5 requests approval for an additional 5% variation of the approved capital budget to accommodate any potential increase in contract costs or approved specification changes following approval of this report. It is also anticipated and that the form of building contract will not be materially changed from that included within the PCSA other than those points addressed in the legal comments. Given programme constraints, it is proposed that final approval of the contract value and permission to enter into the construction

contract with Ardmore for Contract A is delegated to the Strategic Director for the Economy in consultation with Director of Resources and Director of Finance.

Reasons for Decision

33. In January 2019, Full Council approved the overall budget for the West Kings Street Renewal programme and agreed that a JV would be formed with A2DD. Following a contractor procurement exercise through the A2Dominion Contractor framework, the contractor, Ardmore, was successful in the procurement.
34. To enable stage one of the two-stage procurement process to proceed, the JV entered into a PCSA with Ardmore for Contract B, and the Council entered into a PCSA with Ardmore for Contract A following a Cabinet Member Decision in May 2020.
35. Following the completion of the PCSA deliverables set out in section 27 above, the Council has a detailed design, cost certainty, and a fixed timeframe for delivery. Approval is now required to enter into the main construction contract, Contract A (part two of the two-stage procurement process), to enable the project to proceed and for the new Town Hall to open in Spring 2022.

Equality Implications

36. There are no anticipated negative implications for groups with protected characteristics, under the Equality Act 2010, associated with these proposals.

Implications completed by: Fawad Bhatti, Policy & Strategy Officer, tel: 07500 103617.

Risk Management Implications

37. There is a risk to the successful completion of works if a decision is not reached and an award to undertake the refurbishment and fit-out is delayed. A consequence of a delay would impact on the delivery of benefits to the Council, Residents and Business, these benefits are more profound as a result of the Covid-19 outbreak. Additional job opportunities, through the s106 agreement and more genuinely affordable homes will all be required following a period of restarting the local economy and longer-term recovery. Works are to be undertaken in full compliance with any regulations and guidance issued from H.M. Government, Public Health, the Health and Safety Executive and industry standards to ensure safe working including maintaining social distancing. A Programme Board and Senior Responsible Officer regularly review the risks, issues and dependencies to determine if the project remains on course for delivery.

Implications completed by: Michael Sloniowski, Risk Manager tel: 020 8753 2587

Property Implications

38. The Council entered into a Commercial Land Agreement (CAL) on 31 March with the LLP with legal advice from Gowlings. There are a number of conditions precedents before the contract becomes unconditional. If there are any conditions precedent that are not discharged there are mechanisms for the parties to work together to resolve these matters. If both parties cannot reach an agreement then the Commercial Land Agreement can be terminated. The proposed contract to Ardmore reflects this.

Implications verified/completed by: Nigel Brown, Head of Asset Strategy and Property Portfolio.

Digital Services and Information management Implications

39. Digital Services have been working closely with the Economy and other partners as part of the West King Street Renewal Programme. It is important that Digital Services continue to be an integral part of the Civic Campus programme to ensure that IT requirements are met, that all necessary safeguards, permissions and budgets are in place, and that IT work undertaken is in alignment with the digital strategy.
40. A Privacy Impact Assessment will need to be completed to ensure all potential data protection risks in relation to this proposal are properly assessed with mitigating actions agreed and implemented.
41. Suppliers will be expected to have a GDPR policy in place and all staff will be expected to have received GDPR training.
42. Contracts will need to include H&F's data protection and processing schedule, which is GDPR compliant.

Implications to be verified/completed by: Karen Barry, Strategic Relationship Manager, IT Services, tel 0208 753 3481

Consultation

43. Consultation for the wider Civic Campus Programme has been extensive and outlined in previous reports.

List of Appendices:

Exempt Appendix 1 – Exempt aspects of the report