

	<b>Decision of Cabinet Member for Finance and Resources</b>
	<b>Report from the Director of Property &amp; Assets</b>
	<b>Cllr Patel, Cabinet Member for Finance and Resources</b>

**AUTHORITY TO VARY THE MULTIDISCIPLINARY ARCHITECTURALLY LED DESIGN TEAM CONTRACT FOR THE BRIDGE PARK DEVELOPMENT IN ACCORDANCE WITH PARAGRAPH 13 OF PART 3 OF THE CONSTITUTION**

<b>Wards Affected:</b>	Stonebridge
<b>Key or Non-Key Decision:</b>	Non-Key Decision
<b>Open or Part/Fully Exempt:</b> <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
<b>List of Appendices:</b>	None
<b>Background Papers:</b>	
<b>Contact Officer(s):</b> <small>(Name, Title, Contact Details)</small>	Neil Martin Head of Capital Delivery <a href="mailto:neil.martin@brent.gov.uk">neil.martin@brent.gov.uk</a>  Tanveer Ghani, Director Property & Assets <a href="mailto:tanveer.ghani@brent.gov.uk">tanveer.ghani@brent.gov.uk</a>

**1.0 Executive Summary**

1.1. This report concerns the Multidisciplinary Architecturally Led Design Team contract with Ridge & Partners LLP for the proposed development of Bridge Park. This report requests Individual Cabinet Member approval to vary the contract with Ridge & Partners LLP in accordance with paragraph 13 of Part 3 of the Constitution.

**2.0 Recommendation(s)**

That the Cabinet Member for Finance and Resources, having consulted with the Leader:

2.1 Agrees to vary the Multidisciplinary Architecturally Led Design Team contract with Ridge & Partners LLP for the proposed development of Bridge Park in accordance with paragraph 13 of Part 3 of the Constitution.

### **3.0 Detail**

#### **3.1 Contribution to Borough Plan Priorities & Strategic Context**

- 3.1.1 The Bridge Park redevelopment will contribute towards Strategic Priority 1 Prosperity and Stability in Brent. Specifically, it will provide new affordable homes and training and skills opportunities through the new provision for Brent Start and new employment/work opportunities in the Affordable Workspace.
- 3.1.2 The redevelopment also contributes to Strategic Priority 3 Thriving Communities to allow the local community to be involved in and lead on activities for their communities. The site is proposed to have community facilities and the Council is seeking input from the community to help shape these facilities.
- 3.1.3 The new leisure centre with enhanced facilities compared to the existing centre will contribute towards Strategic Priority 5 A Healthier Brent. The new leisure centre and public realm spaces in Stonebridge will provide greater opportunities for Stonebridge residents to access good quality facilities and open spaces to improve their physical and mental health.
- 3.1.4 The project also helps to achieve objectives within the Local Plan and Infrastructure Delivery Plan by providing community facilities for Brent's growing population.

#### **3.2 Background**

- 3.2.1 The contract with Ridge & Partners LLP ("Ridge") was awarded in September 2022 to deliver the Multidisciplinary Architecturally Led Design Team services ("the contract") for the new Bridge Park development project for RIBA Stages 1 – 3, inclusive for £1,023,930.
- 3.2.2 Previous contract variations covered additional requirements to develop RIBA Stage 2 (Concept Design) including BREEAM, updated fire engineering requirements, pool filtration and geotechnical surveys. The value of these variations was £449,100.34 which increased the contract sum to £1,473,030.34.
- 3.2.3 Since then, the Council took the decision to amend the design brief to include additional facilities (adult education, affordable workspace) at Bridge Park. This meant that to implement this change in direction, the scheme needed a complete redesign to reflect the Council's vision.
- 3.2.4 Ridge has redeveloped the design to RIBA Stage 2 to reflect the new proposals architecturally as well as coordinate with the wider design team disciplines (Fire, MEP, Structural Engineers, etc.). This has provided a fully coordinated RIBA Stage 2 design and it reduces the risk of issues being identified at RIBA Stage 3 and beyond.

- 3.2.5 The value of this variation is £465,917.02. When adding this variation to the previously approved variations of £449,100.34 it totals £915,017.36.
- 3.2.6 The 2016 JCT Consultancy contract allows for variations and that the supplier is in agreement with the proposed variation as detailed in this report.
- 3.2.7 The individual Cabinet Member is asked to give its approval to these proposals as set out in the recommendations and in accordance with the Constitution.

#### **4.0 Stakeholder and ward member consultation and engagement**

- 4.1 The Cabinet Member has been consulted on the drafting of this report as well as the decision being made in consultation with the Leader of the council.
- 4.2 Ward Members have been kept up to date on the project's progress.

#### **5.0 Financial Considerations**

- 5.1 The original contract sum was £1,023,930 and when adding the previous contract variations (£449,100.34) and this proposed variation (£465,917.02) to the cost of the contract the proposed revised contract sum value is £1,938,947.36.
- 5.2 This increase will be met by the existing Bridge Park project budget to which a proportion of the consultancy costs are met by GMH as part of the Conditional Land Sale Agreement. The current project budget is £53m so there is sufficient funding available to cover the cost of the variation.
- 5.3 The Council will amend the contract sum and resultant purchase order for Ridge subject to the approval of this contract variation.

#### **6.0 Legal Considerations**

- 6.1 The contract is a services contract under the Public Contracts Regulations 2015 ('the Procurement Legislation'). As the value of the proposed variation is above the threshold for services, the variation is subject to the full application of the Procurement Legislation. The contract contains express provision allowing for variation as recommended and variation of contracts are permitted under the Procurement Legislation.
- 6.2 The contract is also subject to the provisions of the Council's Constitution and under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Chief Officers and Directors (pursuant to paragraph 9.7 of Part 3), are able to vary contracts and agreements without the need for Cabinet approval.
- 6.3 However, as the total value of the variations is over 50% of the original contract value, the decision to vary the contract to this value has to be made by the Individual Cabinet Member in relation to their portfolio area and in consultation with the Leader as set out in the table pursuant to paragraph 11 of the Council's Constitution.

6.4 It is confirmed that this contract falls in the Cabinet Member for Finance and Resources portfolio area, and subject to consulting with the Leader, can agree to the variation of this contract.

## **7.0 Equity, Diversity & Inclusion (EDI) Considerations**

7.1 Pursuant to s149 Equality Act 2010 (the “Public Sector Equality Duty”), the Council must, in the exercise of its functions, have due regard to the need to:

(a) eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act

(b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it,

7.2 The Public Sector Equality Duty covers the following nine protected characteristics: age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

7.3 Having due regard involves the need to enquire into whether and how a proposed decision disproportionately affects people with a protected characteristic and the need to consider taking steps to meet the needs of persons who share a protected characteristic that are different from the needs of persons who do not share it. This includes removing or minimising disadvantages suffered by persons who share a protected characteristic that are connected to that characteristic.

7.4 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary.

7.5 The proposals in this report have been subject to screening and officers believe that there are no adverse equality implications.

## **8.0 Climate Change and Environmental Considerations**

8.1 The project will consider its impact on the environment. Through the design process, the council will have the opportunity to include low carbon technologies such as air source heat pumps and building fabric considerations that meet the London Plan and Building Regulation requirements.

8.2 It is proposed that the Leisure Centre will be zero parking schemes save for parking for persons with disabilities so reducing carbon emissions from private transport opportunities.

8.3 Any demolition of the site, as part of the development proposals will consider the waste material and ensure it is reused and/or recycled to reduce waste going to landfill.

### **9.0 Human Resources/Property Considerations (if appropriate)**

9.1 This service is currently provided by an external contractor and there are no implications for Council staff arising from the variation of the Contract.

9.2 Should this recommendation not be approved then the project may not complete in line with the current programme and there could be significant design risks to carry forward into later design and construction phases.

### **10.0 Communication Considerations**

10.1 Public consultation on the proposed redevelopment of Bridge Park will commence on 28 November 2024. Community stakeholders are invited to a pre-event on 27 November 2024.

10.2 The public consultation will run until 6 January 2025 and the project team are anticipating a further consultation exercise in early 2025 prior to the planning application submission for spring 2025.

#### **Related documents:**

Authority to award report, September 2022

**Report sign off:**

***Tanveer Ghani***

Director, Property & Assets