

	<b>Officer Key Decision</b>
	<b>Report to the Corporate Director, Neighbourhoods and Regeneration</b>
	<b>Lead Cabinet Member for Regeneration, Planning &amp; Property</b>
<b>AUTHORITY TO AWARD CONTRACT FOR SOUTH KILBURN SCHOOL PRE-CONSTRUCTION SERVICES AGREEMENT (PCSA)</b>	

<b>Wards Affected:</b>	Kilburn, Queens Park
<b>Key or Non-Key Decision:</b>	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>	Part Exempt – Appendices 1 and 3 are exempt as they contain information relating to the financial or business affairs of particular persons, including the Council and tenderers, under Paragraph 3, Part 1, Schedule 12A of the Local Government Act 1972, namely: “Information relating to the financial or business affairs of any particular person (including the authority holding that information)”
<b>No. of Appendices:</b>	3 Appendix 1 – list of bidders (exempt) Appendix 2 – evaluation grid Appendix 3 – total bid amount for MC2 (exempt)
<b>Background Papers:</b>	None
<b>Contact Officer(s):</b> <small>(Name, Title, Contact Details)</small>	Archika Kumar Head of Estates Regeneration <a href="mailto:Archika.Kumar@brent.gov.uk">Archika.Kumar@brent.gov.uk</a>  Quinn Greer Senior Project Manager <a href="mailto:quinn.greer@brent.gov.uk">quinn.greer@brent.gov.uk</a>  Luz Gonzalez-Ramirez Development Manager <a href="mailto:Luz.Gonzalez-Ramirez@brent.gov.uk">Luz.Gonzalez-Ramirez@brent.gov.uk</a>

## 1.0 Executive Summary

### 1.1 This report concerns the appointment of a contractor under a Pre-Construction Services Agreement (PCSA) for South Kilburn Primary

School via the Southern Construction Framework (SCF). This report requests authority to award contracts as required by Contract Standing Order 88. This report summarises the process undertaken in procuring a contract and, following the completion of the evaluation of the bids, recommends to whom the contract should be awarded.

## 2.0 Recommendation(s)

That the Corporate Director, Neighbourhoods and Regeneration:

- 2.1 Approves the award of the contract for the South Kilburn Primary School Pre-Construction Services Agreement (PCSA) to Willmott Dixon Construction Limited for up to 18 months ,with the PCSA stage operating as the first-stage appointment and with break provisions before any main works commitment, in the sum of £530,561.74, with a 10% contingency of £53,056.17, giving a total approval value of **£583,617.91**.
- 2.2 Notes that any award of the main works contract will be subject to satisfactory completion of the PCSA, affordability, second-stage tender outcome and separate Cabinet approval.

## 3.0 Detail

### Contribution to Borough Plan Priorities & Strategic Context

- 3.1 The South Kilburn Primary School (SKPS) project forms a core element of the Council's South Kilburn Regeneration Programme and delivers a new 1 Form Entry (1FE) primary school with a nursery and the infrastructure to expand to 2FE in future. The scheme will replace and consolidate the existing Carlton Vale Infant School and Kilburn Park Junior School into a single educational facility.
- 3.2 The design brief seeks to provide a high-quality, future-proofed learning environment that meets DfE Building Bulletin 103/104 standards, includes an Additional Resource Provision (ARP) for SEND pupils, and connects strongly to the adjoining South Kilburn Urban Park.
- 3.3 The new school will be delivered on the Carlton Vale site, enabling the Kilburn Park Junior site to be redeveloped for open-space improvements in accordance with the adopted South Kilburn Masterplan (2017).

- 3.4 The project addresses long-standing building condition issues and supports the Council's Borough Plan priorities for The Best Start in Life and Thriving Communities.

### **Background**

- 3.5 The council requires the provision of Pre-Construction Services Agreement (PCSA) under which the contractor will initially work as a consultant alongside the Council's retained Multi-disciplinary Consultant Team to advise on value engineering, improve cost certainty, buildability, and address risk prior to RIBA Stage 3 planning submission. Post-planning, the Contractor will be responsible for technical design prior to submission of a second stage tender at the end of RIBA Stage 4.
- 3.6 The procurement of a contractor through a two-stage Design and Build route via the Southern Construction Framework was previously approved.
- 3.7 Council officers have undertaken a procurement exercise and identified a contractor providing the most advantageous tender in accordance with relevant evaluation criteria and therefore recommend award of a contract for Pre-Construction Services Agreement (PCSA) (the "Contract").

### **The Procurement Process**

- 3.8 The procurement was undertaken as a mini-competition call-off under the Southern Construction Framework. The Framework provides a route for public sector organisations to procure construction works, including two-stage open book and Design and Build arrangements
- 3.9 The Contract will be called off from the Southern Construction Framework SCF (the "Framework"), using a JCT PCSA agreement.
- 3.10 Three contractors expressed interest in the opportunity and participated in the early engagement stage. Two bidders subsequently submitted tenders and were evaluated.
- 3.11 The evaluation was undertaken in accordance with the published criteria. The evaluation of bidders was on the basis of the evaluation criteria detailed in Appendix 2.

### **Evaluation process**

- 3.12 All bids had to be submitted electronically no later than Friday 17 April at 12.00. Bids were opened on 17<sup>th</sup> April, and two valid bids were received. Each member of the evaluation panel read the bids and carried out an initial evaluation of how well they considered each of the award criteria was addressed in the bids.

- 3.13 Evaluation of bids was carried out by a panel of officers from Estate Regeneration and Capital Delivery, alongside advice from external project consultants for Project Management, Cost, and Sustainability.
- 3.14 The tender was evaluated in accordance with the published evaluation criteria set out in the Invitation to Tender. The award criteria comprised mandatory pass/fail requirements, quality/technical assessment, social value and price. The weighted criteria can be found in Appendix 2.
- 3.15 Quality and Social Value responses were scored using a published 0–5 scoring methodology, with scores ranging from 0 (Unacceptable) to 5 (Outstanding). A tender would be deemed to have failed if it scored 0 for one or more Quality / Technical or Social Value questions or scored 2 or less for two or more Quality / Technical or Social Value questions.
- 3.16 Social Value was assessed against tenderers’ proposed commitments, supporting method statements, anticipated outcomes for the borough, and arrangements for managing, monitoring and delivering those commitments. Tenderers were required to provide a Social Value monetary commitment equivalent to 10% of the total contract value.
- 3.17 Following the individual evaluation, a moderation exercise was undertaken with the Evaluation Panel, facilitated by Procurement, to agree final moderated scores. The purpose of moderation was to ensure that the final scores were consistent, evidence-based and aligned with the published criteria. The panel met on Friday 01 May 2026 and Tuesday 05 May 2026 and each submission was marked by the whole panel against the award criteria.
- 3.18 The names of the bidders are contained in Appendix 1. The scores received by the bidders are included in Appendix 2. It will be noted that Willmott Dixon Construction Limited was the highest scoring bidder. Officers therefore recommend the award of the Contract to Willmott Dixon Construction Limited, being the bidder which submitted the most advantageous tender when evaluated against the published criteria.
- 3.19 Willmott Dixon’s outcome was driven by stronger quality scoring and the lowest evaluated commercial offer.
- 3.20 The Contract will commence in June 2026 subject to the Council’s observation of the requirements of a voluntary standstill period noted in paragraph 6.8 below.
- 3.21 Key milestone timetable

Milestone	Target date
Award of PCSA contract	June 2026
Stage 3 design complete	September 2026
Planning submission	October 2026

Milestone	Target date
Stage 2 tender return / second-stage submission	April 2027
Cabinet / governance approval to award main works contract	June 2027
Stage 2 contract commences / mobilisation	3 June 2027
Enabling works	July 2027
Main works start on site	August 2027
Practical Completion	October 2028
Handover / fit-out period	December 2028

These dates are subject to contract finalisation, planning, surveys, decant, vacant possession, statutory approvals and governance approvals.

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

- 4.1 The South Kilburn regeneration team, along with Schools' Capital delivery and Children and Young People have worked closely with the two schools leadership team, pupils and the governing body in developing designs for the primary school.
- 4.2 The proposal has been and will continue to be the subject of extensive consultation and engagement with the community in and around South Kilburn estate.
- 4.3 The council will continue to work with local stakeholders to update the school, local community, and Ward Councillors recognising that the school project has a high community profile and interfaces with wider regeneration works.

#### **5.0 Financial Considerations**

- 5.1 Part 3 of the Council's Constitution states that the Corporate Director, Neighbourhoods and Regeneration has delegated authority to approve the award of contracts for Services valued at less than £2 million. The estimated value of the Contract is under this threshold.
- 5.2 The value of the proposed PCSA contract is in the sum of £530,561.74, with a 10% contingency of £53,056.17, giving a total contract value of £583,617.91 (excluding VAT). The PCSA value is identified in the preferred bidder's commercial workbook as the value for stages 1-4 management and fees, including design where required.
- 5.3 The commercial workbook identifies the total bid amount for MC2. (See Appendix 3). These figures relate to the wider two-stage commercial assessment. The PCSA does not, by itself, authorise award of the main construction contract.

- 5.4 Any subsequent award of the main construction contract will be subject to the outcome of the second-stage tender process.
- 5.5 The cost of the Contract will be met from the existing South Kilburn School's capital budget.
- 5.6 The preconstruction works covered by the contract are necessary to enable the delivery of the new school and are thus valid capital expenditure.

## **6.0 Legal Considerations**

- 6.1 Officers recommend the use of the Framework to procure the [Goods/Services/Works]. This Framework was procured prior to 24 February 2025 in accordance with the Public Contracts Regulations 2015 ("PCR 2015"). As a result, the PCR 2015 will govern a call off under the Framework.
- 6.2 The value of the Contract over its lifetime is in excess of the PCR2015 threshold for Services and the award of the Contract is therefore governed by the PCR2015.
- 6.3 Officers recommend the use of a framework to procure the Contract. The PCR2015 allow the use of framework agreements and prescribe rules and controls for their procurement. Contracts may then be called off under such framework agreements without the need for them to be separately advertised and procured through a full procurement process. Call offs under the framework agreement need to be carried out in accordance with the framework rules, to include using evaluation criteria specified in the framework agreement and utilising the terms and conditions set out in the framework agreement.
- 6.4 The Council's Contract Standing Orders state that no formal tendering procedures apply where contracts are called off under a framework agreement established by another contracting authority, where call off under the framework agreement is approved by the relevant Corporate Director or Director and provided that the Director of Law has advised that participation in the framework is legally permissible. The Director of Law has confirmed that participation in the Framework is legally permissible.
- 6.5 The award of the Contract is subject to the Council's own Standing Orders in respect of Medium Value Contracts. The Corporate Director has delegated power to award Medium Value Contracts in accordance with paragraph 9.5 of Part 3 of the Constitution.
- 6.6 The decision to award the contract will be subject to call-in as provided for in the Council's Constitution. As the procurement of the Contract is

from a framework, there is no requirement for the Council to observe an 8 working day standstill period under the PA23. Subject to no challenge preventing award, Officers will seek to implement the decision to award.

## **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 adequate evidence base for its decision is necessary.
- 7.5 The new school includes specialist provision for pupils with SEND, including Additional Resourced Provision and hygiene room requirements. The procurement will require bidders to demonstrate an approach that protects inclusive access, dignity, privacy, safeguarding, and operational functionality for pupils with additional needs.
- 7.6 The appointed contractor will be expected to support an inclusive design approach, including safe and accessible circulation, step free access, wayfinding, acoustic performance, lighting and glare control, sensory considerations, and inclusive sanitary provision. Bidders will be required to demonstrate how design development and value engineering will maintain compliance and protect inclusive outcomes.

- 7.7 The contractor will also be expected to comply with equality requirements in employment, service delivery and supply chain behaviour, including fair recruitment, workforce wellbeing, and prevention of harassment and discrimination.

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

- 8.1 The council declared a climate and ecological emergency in 2019. The council has also embarked on a pioneering 'Green Neighbourhoods' programme as one of the key focal points of its 2022-24 Delivery Plan, of which South Kilburn was selected as a 'development-led' Green Neighbourhood.
- 8.2 The existing school buildings are old and poorly insulated and use fossil fuels to heat them. By reducing the number of school buildings and providing a new, modern building, built to current building regulations and energy efficiency standards it is expected to reduce the levels of carbon produced to operate the school. The new building will include low carbon technologies such as solar PV, air source heat pumps and/or connection to the proposed District Heat Network.
- 8.3 During the PCSA, the appointed contractor will be expected to work with the Council and design team to test environmental performance options, construction impact management, materials, buildability, operational energy and whole-life carbon implications.
- 8.4 Officers will require the successful bidder to provide an approach to climate resilience, including drainage and flood risk management, biodiversity and urban greening where relevant, and maintenance strategies that support long term performance and reduce whole life carbon impacts.
- 8.5 Any value engineering proposals during the PCSA should be assessed against the project's environmental objectives and should not undermine agreed minimum statutory, planning, operational energy, biodiversity or carbon requirements.

## **9.0 Human Resources/Property Considerations**

- 9.1 There are no direct Human Resources implications arising from the award of the PCSA.
- 9.2 Officers are working with the schools to decant students from Carlton Vale Infant School (CVI) to the Kilburn Park Junior School (KPJ) site for Sep 2026 and provide vacant possession of CVI by Jan 2027.

## **10.0 Communication Considerations**

- 10.1 The South Kilburn Regeneration programme including the development of the physical proposals of the area has been and will continue to be

the subject of extensive consultation and engagement with the community in and around South Kilburn estate.

- 10.2 The council will continue to work with local stakeholders to update the local community and Ward Councillors as each project progresses.

**Report sign off:**

***Jehan Weerasinghe:  
Corporate Director Neighbourhoods & Regeneration***