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Thursday, 29 February 2024

To All Board Members:

As a Member of the **Ashbourne Reborn Programme Board**, please treat this as your summons to attend a meeting on **Friday, 8 March 2024 at 10.00 am** in the **Council Chamber, Town Hall, Matlock, DE4 3NN**

Yours sincerely,

Helen Mitchell
Director of Corporate and Customer Services

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AGENDA

1. APOLOGIES FOR ABSENCE

Please advise the Democratic Services Team on 01629 761133 or email committee@derbyshire.gov.uk of any apologies for absence.

2. PUBLIC PARTICIPATION

To enable members of the public to ask questions, express views or present petitions, **IF NOTICE HAS BEEN GIVEN**, (by telephone, in writing or by email) **BY NO LATER THAN 12 NOON OF THE WORKING DAY PRECEDING THE MEETING**. As per Procedural Rule 14.4 at any one meeting no person may submit more than 3 questions and no more than 1 such question may be asked on behalf of one organisation.

3. INTERESTS

Members of the Programme Board are required to declare the existence and nature of any interests they may have in subsequent agenda items in accordance with the Ashbourne Reborn Programme Board Code of Conduct. Those interests are matters that relate to money or that which can be valued in money, affecting the Member, their partner, extended family and close friends. Interests that become apparent at a later stage in the proceedings may be declared at the time.

4. APPROVAL OF MINUTES OF PREVIOUS MEETING (Pages 3 - 6)

30 January 2024

5. ASHBOURNE REBORN PROGRAMME UPDATE (Pages 7 - 82)

This report summarises activity to progress the Ashbourne Reborn Programme, highlights key programme risks and sets out next steps.

5.a PROGRESS OVERVIEW

5.b ASHBOURNE METHODIST CHURCH UPDATE

5.c DERBYSHIRE COUNTY COUNCIL UPDATE

6. PROGRAMME PARTNER UPDATES

Members of the Programme Board - Councillor David Hughes (Chair), Councillor Simon Spencer (Vice-Chair) (Derbyshire County Council), Councillor Peter Dobbs, Councillor Steve Flitter, Councillor Stuart Lees, Sarah Dines MP, Councillor Steve Bull (Derbyshire County Council), Tony Walker (Ashbourne Methodist Church), Anne Wright (Ashbourne Town Team), Sue Bridgett (Ashcom), Councillor Anthony Bates (Ashbourne Town Council).

NOTE

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committee@derbyshiredales.gov.uk

Ashbourne Reborn Programme Board

Minutes of a Ashbourne Reborn Programme Board meeting held at 1.30 pm on Tuesday, 30th January, 2024 in the Council Chamber, Town Hall, Matlock, DE4 3NN.

PRESENT

Councillor David Hughes - In the Chair

Board Members: Councillor Simon Spencer (Vice-Chair) (DCC), Councillor Steve Bull (DCC), Councillor Steve Flitter (DDDC), Councillor Stuart Lees (DDDC), Councillor Peter Dobbs (DDDC), Tony Walker (Ashbourne Methodist Church), Sue Bridgett (Ashcom) and Councillor Anthony Bates (Ashbourne Town Council)

Present as substitute: Kim Dorrington (Ashbourne Town Team)

Paul Wilson (Chief Executive), Jim Seymour (DCC Assistant Director for Regeneration and Major Projects), Steve Capes (Director of Regeneration & Policy), Karen Henriksen (Director of Resources), Giles Dann (Regeneration and Place Manager), Laura Simpson (Principal Regeneration Officer), Anna Paxton (Communications Officer (Ashbourne Reborn)) and Tommy Shaw (Democratic Services Team Leader)

Note:

“Opinions expressed or statements made by individual persons during the public participation part of a Council or committee meeting are not the opinions or statements of Derbyshire Dales District Council. These comments are made by individuals who have exercised the provisions of the Council’s Constitution to address a specific meeting. The Council therefore accepts no liability for any defamatory remarks that are made during a meeting that are replicated on this document.”

APOLOGIES

Apologies for absence were received from Councillor(s):

14 - PUBLIC PARTICIPATION

There was no public participation.

15 - INTERESTS

There were no declarations of interest.

16 - APPROVAL OF MINUTES OF PREVIOUS MEETING

It was moved by Tony Walker, Seconded by Councillor Anthony Bates and

RESOLVED (unanimously)

That the minutes of the meeting of the Ashbourne Reborn Programme Board held on 12 December 2023 be approved as a correct record.

Voting

09 For

00 Against

01 Abstentions

The Chair declared the motion **CARRIED**.

17 - ASHBOURNE REBORN PROGRAMME UPDATE

Laura Simpson, Principal Regeneration Officer (Derbyshire Dales District Council) introduced an updating report which provided Board Members with information regarding the activities undertaken to progress the Ashbourne Reborn Programme, highlighted key programme risks and set out the relevant next steps.

Members were presented with indicative information to be provided in the quarterly return to DLUHC (Department for Levelling Up, Housing and Communities). Some re-profiling of expenditure was proposed between financial years but the changes to be presented were not deemed as substantial. It was anticipated that a lot of activity would be undertaken on both projects between this meeting and the end of March in order to firm up costs and understand what could be achieved within the assigned budgets, the role of value engineering and what may require descoping. This work would inform the next quarterly return to DLUHC due in April. It was noted that all anticipated planning applications for the Programme were now consented, and that stage 4 detailed design was progressing on both projects at good pace.

The update on the DCC led Highways and Public Realm project was noted, including that the main contractor procurement contract had been progressed by DCC and would be finalised shortly through the required framework processes. It had been requested by Councillor Simon Spencer that Hostile Vehicle Mitigation (HVM) be discussed at this meeting. Laura informed Members that, following conversations with the working group, it had been proposed by officers that specialist advice be sought to allow for better understanding as to what may be required as a proportionate response to previous concerns raised. It was noted that Derbyshire County Council would provide a procurement route for this advice via their Professional Services Contract (procured via a framework).

As well as supporting Ashbourne Reborn, Cllr Spencer advocated the need to consider a county-wide approach to HVM. It was noted that use of a framework supplier would enable the County and other district / borough councils to “call off” specialist advice as required,

with the method / approach for Ashbourne potentially providing a template to be applied to other locations within Derbyshire.

Whilst the need to seek specialist advice was agreed, Cllr Spencer raised concerns regarding the potential cost implications for Ashbourne Reborn from potential mitigation measures and felt that the landowner should meet these costs to avoid jeopardising the project budget. It was agreed that further consideration would need to be given to this issue when specialist advice had been received.

It was moved by Councillor David Hughes, seconded by Councillor Anthony Bates and

RESOLVED (unanimously)

That the Board notes partnership activity to consider a proportionate response to hostile vehicle mitigation, supported by the procurement of specialist support.

The Chair declared the motion **CARRIED**.

Following questions relating to the ongoing management and maintenance of event spaces upon completion of the programme, it was confirmed that a working group had been put in place to determine such arrangements. It was requested that progress on this work be reported to future meetings of the Programme Board.

Cllr Peter Dobbs queried the Traffic Count numbers within the minutes of 9 January 2024 PCB (Project Control Board) meeting advising the vehicle count was lower than previous information reviewed by DDDC. Further information on the survey was requested.

Laura presented the draft funding profile to Members, noting that this was due for submission to DLUHC on Friday 2nd February 2024. Members were also informed of the programme milestones, progress of current works and updates to the strategic risk summary. Anna Paxton, Communications Officer for the Ashbourne Reborn Programme, was introduced to Board Members and it was noted that her work had already begun, including production of the January newsletter and regular social media updates.

Tony Walker, Ashbourne Methodist Church, presented Board Members with an update on the progress of the Link Community Hub Project. It was noted that the agreed invoices to date had now been paid and the Planning Application for the major works of the project had been considered and approved by the District Council. It was highlighted that there were interdependencies in the planning conditions that may need to be explored with planning officers and that the ecology requirements to date were significant, with over £40k spent on bat surveys. It was agreed that discussions would be facilitated between the Methodist Church, Derbyshire Wildlife Trust and the Planning Officers at the District Council to consider the planning conditions as incorporated into the planning permission.

In terms of next steps towards main contractor procurement for the Link Community Hub, the replies to the pre-qualification questionnaire were noted, showing promise for the tender process. It had also been established that a separate compound would not be required to support the construction phase, but could be contained within the existing buildings.

It was moved by Councillor Stuart Lees, seconded by Councillor Peter Dobbs and

RESOLVED (unanimously)

1. That the Board considers progress to date and the position regarding programme, cost, deliverables and risks be received and noted.
2. That the Board notes the key period for decisions following cost updates and work to understand any requirement for descoping should this prove necessary.

The Chair declared the motion **CARRIED**.

Meeting Closed: 3.08 pm

Chair

Ashbourne Reborn Programme Board – 08 March 2024

ASHBOURNE REBORN PROGRAMME UPDATE

Report of the Director of Regeneration and Policy

Report Author and Contact Details

Laura Simpson, Principal Regeneration Officer
01629 761146 or laura.simpson@derbyshiredales.gov.uk

Wards Affected

Ashbourne North and South

Report Summary

The report summarises activity to progress the *Ashbourne Reborn* Programme, highlights key programme risks and sets out next steps.

Recommendations

1. That the Board considers progress to date and the position regarding programme, cost, deliverables and risks be received and noted.
2. That the updated Ashbourne Reborn Communications Protocol is received and noted by the Board, including the approach to urgent communications.
3. That the Board receives and notes the AMC Procurement Strategy/Guidelines document.

List of Appendices

Appendix 1 Minutes of the H&PR Project Control Board 06/02/24
Appendix 2 Minutes of the LCH Project Board 06/02/24
Appendix 3 Ashbourne Reborn Communications Protocol 02/24
Appendix 4 AMC Procurement Strategy/Guidelines 02/24

Background Papers

Ashbourne Reborn Programme Board Update Report 27 September 2023.
Ashbourne Reborn Programme Board Update Report 26 October 2023.
Ashbourne Reborn Programme Board Update Report 12 December 2023.
Ashbourne Reborn Programme Board Update Report 30 January 2024.

Consideration of report by Council or other committee

No

Council Approval Required

No

Exempt from Press or Public

No

ASHBOURNE REBORN PROGRAMME UPDATE

1. Background

- 1.1 As set out in the papers of previous Programme Board meetings, Ashbourne Reborn is a £15.22m programme aimed at transforming Ashbourne town centre through significant improvements to highways and public realm and the development of the Link Community Hub. The programme is principally funded by the UK Government through a £13,373,509 funding allocation from the Levelling Up Fund, Round Two. The programme comprises the following projects:

Project 1: Public Realm & Highways Improvements led by Derbyshire County Council - £8.804m

Project 2: Link Community Hub led by Ashbourne Methodist Church - £6.418m

- 1.2 Derbyshire Dales District Council (DDDC) is the Accountable Body for Ashbourne Reborn. Matters that could have a significant impact on the programme, potentially resulting in a change to the approved bid / Memorandum of Understanding between the District Council and the Department for Levelling Up, Housing and Communities (DLUHC) in terms of deliverables, timescales, cost, outputs / outcomes and risk should be matters for decision by the strategic Programme Board and are required to be escalated by Project Boards.

2. Key Issues

Project Progress, Procurement and Risks:

- 2.1 Partners continue to work collaboratively to progress both projects. Brief project-based updates are set out below, with further detail provided in Appendix 1 – Minutes of the Highways and Public Realm Project Control Board 06/02/24, and Appendix 2 – Minutes of the Link Community Hub Project Board 06/02/24. Verbal updates reflecting the Project Board meetings on Tuesday 5 March will be provided to the Programme Board in advance of the written Minutes being available.

Link Community Hub:

- 2.2 The Link Community Hub Project, led by Ashbourne Methodist Church, continues to progress through RIBA Stage 4 detailed design and the process for the procurement of the main contractor is ongoing following good indications of interest in the project at PQQ stage.
- 2.3 The Procurement Guidelines/Strategy for the Link Community Hub has been updated to reflect the latest position in line with DLUHC requirements and is provided as Appendix 4 of this report for noting.
- 2.4 Work continues to consider a range of potential solutions to remain on budget while continuing to deliver the project outputs and outcomes agreed with DLUHC. Confirmation of whether an element of descoping is likely to

be required will be provided by March 2024 to inform any changes that need to be considered by the Programme Board.

- 2.5 Highest scored risks for the Link Community Hub Project continue to include project costs and unforeseen costs, the potential outcome from intrusive surveys e.g. building fabric / structure worse than anticipated and failure to obtain sufficient tenders for the construction work within the budget.

Highways and Public Realm Project:

- 2.6 The DCC-led Highways and Public Realm Project is progressing through RIBA Stage 4 design. This includes the completion of Shrovetide Walk and Millennium Square designs to the required level of detail to enable updated cost estimates and subsequent construction. Any associated increase in costs will need to be reviewed by the Project Board.

- 2.7 Framework contractor Galliford Try are now in contract and Early Contractor Involvement (ECI) has enabled an initial review of the estimated project cost and an indicative phasing plan. Further development of this work, including to reflect progressed detailed designs as they become available through AECOM, will inform recommendations in March and April 2024 about the extent of any value engineering and if necessary descoping that may be required to stay within the project budget.

- 2.8 Risk workshops were held on 29 January and 12 February 2024 to update the risk register based on the most recent information. This will be used to inform an update of the Strategic Risk Register for Ashbourne Reborn, required within the quarterly reporting to DLUHC. Highest scored risks for the Highways and Public Realm Project continue to include budget pressures, traffic management and phasing of delivery, disruption to traders and stakeholder management. Active co-ordination of projects across Ashbourne and liaison with utility providers to minimise impact of their activities on the Ashbourne Reborn improvements following completion are also key mitigation strategies.

Hostile Vehicle Mitigation:

- 2.9 A brief has been developed in partnership with Derbyshire Dales District Council and issued by Derbyshire County Council to procure specialist advice on HVM for Ashbourne Reborn.

- 2.10 This will result in evidence-based recommendations being made as quickly as possible regarding any implications to the design of relevant areas within the Ashbourne Reborn Highways and Public Realm Project. Any resultant cost implications will also need to be reviewed by the Project and Programme Boards.

- 2.11 National consultation is ongoing until 18 March 2024 on the Terrorism (Protection of Premises) Bill, otherwise known as Martyn's law. To aid understanding of the current position and how the law might be applied to public spaces in the Derbyshire Dales, a further discussion with the police

is scheduled for 29 February. A verbal update on the outcome of this meeting will be provided to the Programme Board.

Working Group – Design and Events:

- 2.12 A second meeting of the Design and Events Working Group was held on 28 February and included discussion about the future use of spaces and associated influences on design. Recommendations about street furniture and a preference to allow for the provision of a canopy to support flexible use of the Market Place for events, rather than investment in market stalls, were considered for feedback at the subsequent Project Control Board. Fortnightly meetings of the working group have been scheduled to maintain momentum and support further recommendations to enable designs to be finalised.
- 2.13 Future meetings will also include consideration of the influence on the emerging construction programme on key events.

DLUHC Information and Processes

- 2.14 Email confirmation was received from DLUHC on 20 February 2024 detailing their acceptance of output profiles and project completion dates as set out in the Quarter 2 Monitoring Return in October 2023. This includes completion of the Link Community Hub project in July 2025 and completion of the Highways and Public Realm Project by October 2025. Further changes to end dates cannot be made without discussion with DLUHC.
- 2.15 In terms of outputs, there remains a 30% tolerance within which changes can be made to individual outputs without triggering a project adjustment request process. The 30% threshold will now be measured against the updated baseline information from October 2023.
- 2.16 The next monitoring requirement for DLUHC is the Quarter 4 Monitoring Report, which is required to be submitted by 26 April 2024.
- 2.17 As explained earlier in this section, both projects within the Ashbourne Reborn programme are currently reviewing the potential need for any descoping to remain within budget to support recommendations in March/early April. It is possible that recommendations from Project Boards will need to be reviewed outside the current schedule of Programme Board dates to enable discussion with DLUHC and inclusion of the outcome within the Quarter 4 Monitoring Report in April.
- 2.18 DLUHC have also launched their Delivery Associates Network, which aims to provide support to unlock barriers to delivery on DLUHC funded projects. Current challenges for Ashbourne Reborn have been outlined to DLUHC in response to their request for information, submitted in an online survey on 10 January and in a subsequent discussion on 15 February 2024. While these challenges are mainly focussed around specialised issues outside the anticipated offer of support, such as HVM requirements and the influence of bat roosts on planning conditions, knowledge sharing may be possible with other local authorities with similar issues.

- 2.19 The Delivery Associates Network is also keen to support Ashbourne Reborn with challenges related to value engineering, especially if potential descoping becomes a more significant risk in the weeks to come. This opportunity is being mobilised to enable a swift response if it is required towards the end of March/early April. Such support remains optional, however it is likely that DLUHC will expect all offers of support to have been exhausted before agreeing to any project adjustment requests.

3. Options Considered and Recommended Proposal

- 3.1 Not applicable.

4. Consultation

- 4.1 Regular comms updates continue for Ashbourne Reborn, supported by the Ashbourne Reborn Comms officer and in line with the agreed Comms Grid of planned activities. The Ashbourne Reborn Communications Protocol has been reviewed through consultation with the Ashbourne Reborn Communications Group (Comms Group), which includes representation from all project partners. This is provided in Appendix 3 of this report. The Comms Group meeting schedule has been set to meet monthly but it is anticipated that more frequent meetings may be required around times of peak comms requirements.

5. Timetable for Implementation

- 5.1 The latest update on progress against milestones will be included in the presentation to Programme Board.
- 5.2 Programme delivery currently remains on track for full defrayal of the LUF grant by Quarter 3 2025/26, in line with DLUHC expectations.

6. Policy Implications

- 6.1 Ashbourne Reborn is one of the District Council's Corporate Plan priorities within the 'prosperity' theme. The LUF proposals are closely linked to the Council's Economic Recovery Plan and Economic Plan. They support the Corporate Plan priority of '*Prosperity*'. In particular, the proposals directly contribute to the corporate target area: *Promote investment to stimulate the economy of our market towns.*

7. Financial and Resource Implications

- 7.1 The latest financial position will be provided within a presentation at the Programme Board meeting, reflecting information provided at Project Board meetings on 5 March. For the Highways and Public Realm project, this will be informed by the initial review through ECI, as set out in section 2.
- 7.2 Cost plans were updated for both projects following the completion of RIBA Stage 3 design and are in the process of being revised to reflect more detailed information through RIBA Stage 4 design. Costs have risen considerably since the LUF bid, with much higher than predicted levels of inflation and challenging market conditions. Alongside rising construction

costs and costs of materials, project fees have also increased from the original estimates prepared by the consultant bid team.

- 7.3 Evolving supply chain considerations are also being taken into account within the consideration of the materials palette for Ashbourne Reborn. For example, materials sourced from outside the UK may currently be at risk of delay due to international conflict. This may limit certain options with a related impact on project costs.
- 7.4 Ashbourne Reborn Project Boards continue to consider value engineering, prioritisation and, as a last resort, potential de-scoping activities to remain within budget. Any resultant recommendations that could have direct or cumulative implications for commitments made to the DLUHC will be escalated to the Programme Board for consideration when confirmed, with updates and related recommendations likely to be available for review by the end of March/early April, as set out in Section 2 of this report.
- 7.5 The financial risk is assessed as High.

8. Procurement Implications

- 8.1 The Procurement Strategy/Guideline document for the Link Community Hub is provided as Appendix 4, following recent additions to ensure it reflects the most up to date information, consistent with DLUHC requirements. The Procurement Strategy for the Highways and Public Realm Project was received and noted at the September 2023 Programme Board meeting. Delivery partners are required to follow these procedures in procuring project activity.
- 8.2 Procurement of a main contractor for the construction of the Highways and Public Realm project has been undertaken by DCC. This will enable completion of the ECI stage and detailed pricing of the works prior to enable formal consideration of the offer and project costs, and a decision on whether to proceed to stage 2 construction.
- 8.3 Procurement of the main contractor for the Link Community Hub is ongoing, following a promising response to the initial PQQ stage before Christmas. The stage 2 Invitation To Tender is now due to be issued in April.

9. Legal Advice and Implications

- 9.1 As stated, this report summarises activity to progress the *Ashbourne Reborn* Programme, highlights key programme risks and sets out next steps.
- 9.2 There are 3 recommended decisions to be taken as noted at the top of this report. The legal risk of challenge when taking the decision as recommended has been assessed as low.

10. Equalities Implications

- 10.1 None additional at this stage, but equalities remain an important consideration for detailed design. An Equality Impact Assessment (EIA) was prepared for the *Levelling Up Fund* bid and was submitted to the

Derbyshire Dales District Council C&E Committee meeting on 29th June 2022. A further equalities assessment will be required on final scheme proposals to assess the implications of any significant changes to the project.

11. Climate Change Implications

11.1 None additional at this stage, but Climate Change Implications remain an important consideration for detailed design. A Climate Change Impact Assessment was prepared for the *Levelling Up Fund* bid and was submitted to the Derbyshire Dales District Council C&E Committee meeting on 29th June 2022. A further climate change assessment may be required on final scheme proposals to assess the implications of any significant changes to the project.

11.2 In terms of other environmental considerations, there are synergies between the traffic management element of Ashbourne Reborn and the air quality considerations for the area. Where the delivery of Ashbourne Reborn can contribute to and complement activity to improve air quality, this will be reflected in the Air Quality Action Plan.

12. Risk Management

12.1 Project level risks have been highlighted within the report in section 2, with further detail to be presented at the Programme Board meeting. The highest strategic risk is currently considered to be Project Costs.

12.2 Current programme level risks reflect:

- Cost challenges, consistent with the national picture. Mitigation at this stage includes working with delivery partners to reduce fee expenditure (where possible), early contractor involvement and value engineering.
- Stakeholder expectations. Mitigation at this stage includes early stakeholder engagement and regular communications, expectation management and quality control.
- Programme and Resources. Delivery timeframes are challenging, and the programme is resource-intensive at all levels. Ongoing consideration of resources is required, including any related challenges facing delivery partners.

11.2 Project and Programme risks continue to be monitored actively, including to enable required quarterly reporting to Government on Ashbourne Reborn. Recent risk workshops for the Highways and Public Realm project and further consideration of risks for the Link Community Hub project will be reflected within a review of strategic risks in advance of the Quarter 4 return in April 2024. This will also be influenced by the outcome of work to update cost plans and determine the extent of any potential descoping.

Report Authorisation

Approvals obtained from:-

	Named Officer	Date
Chief Executive	Paul Wilson	29/02/2024
Director of Resources/ S.151 Officer (or Financial Services Manager)	Karen Henriksen	29/02/2024
Legal Services Manager (on behalf of the Monitoring Officer)	Kerry France	29/02/2024

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BENTLEY

Ashbourne Reborn – Highways and Public Realm
Derbyshire County Council

Minutes of Meeting

06th February 2024 at 1:30pm – Ashbourne Town Council

Attendees

Cllr Charlotte Cupit (Cllr CC)
Jim Seymour (JS)
Kevin Parkes (KP)
Gary Thompson (GaryT)
Giles Dann (GD)
Laura Simpson (LS)
Anna Paxton (AP)
Kim Dorrington (KD)
Tim Challans (TC)
Sue Bridgett (SB)
Carole Dean (CD)
Ian Marsh (IM)
Ryan Hunt (RH)
Jamie Missenden (JM)
Sue Hunter
Ranbir Mander

Company

Derbyshire County Council (DCC)
Derbyshire County Council (DCC)
Derbyshire County Council (DCC)
Derbyshire County Council (DCC)
Derbyshire Dales District Council (DDDC)
Derbyshire Dales District Council (DDDC)
Derbyshire Dales District Council (DDDC)
Town Team (TT)
Town Team (TT)
AshCom (AC)
Ashbourne Town Council (ATC)
Ashbourne Methodist Church (MC)
Aecom (A)
Galliford Try (GT)
Bentley (B)
Bentley (B)

Apologies

Cllr Simon Spencer (Cllr SS)
Jen Riley
Scott Harris

Derbyshire County Council (DCC)
Bentley (B)
Aecom (A)

		Action
1.	Introductions	
1.1.	Welcome & Apologies – As listed above	
1.2.	Declaration of interest – Nothing to declare	
	Action All – To complete the Declaration of interest form and return to the email address provided.	All
2.	Minutes of last meeting and matters arising	
2.1.	A true record of the meeting	
2.2.	Matters Arising	
2.3.	Update of ECI Contract	
	JS – The ECI contractor is not yet formally in contract, because the paperwork needs to go through the Midlands Highways Alliance Framework provider. Every effort is being made to have the contract completed.	



	<p>The immediate Implication of this delay is that we cannot use Galliford Try to tarmac the area on Millennium Square. Gary Thompson (DCC) has resolved this by instructing DCC internal FM Services team to lay the tarmac.</p> <p>JM - assured PCB members that work has not stopped, Galliford Try are still working at risk and are developing the construction phase programme and construction cost.</p>	
2.4.	<p>Street Lighting</p> <p>Aecom is currently developing the fee proposal for detailed design on the Lighting. They have a meeting with DCC/DDDC lighting maintenance officers on 07.02.2024 to review the existing lighting offer and the long-term lighting strategy for the public realm areas and highways.</p> <p>KD – raised a concern that St John Street was not well lit in the evening. This has been due to a street lamp not working or there may be a need to add additional lighting units. He asked that this is also considered as part of the lighting strategy review.</p> <p>Aecom will provide an update at the next PCB meeting.</p>	
2.5.	<p>Hostile Vehicle Mitigation (HVM)</p> <p>GD – A joint effort was proposed by DCC and DDDC to review HVM. A draft brief has been prepared to appoint a specialist to complete a risk assessment and review HVM requirements for Ashbourne Reborn. At the January Programme Board meeting the need to consider a county-wide approach was also discussed. The preferred procurement route is through a Framework as this will be quicker for this project. Once a final brief is agreed, DCC propose to engage a specialist for this project with the method / approach providing a template which can potentially be applied to other locations within Derbyshire.</p> <p>KD – At the Programme Board Meeting, it was queried as to whether this project should fund the specialist work or recommendations on Martyn’s law.</p> <p>GD – It is proposed that the specialist fees be met from the project/programme fees allocated to DCC/DDDC from the Highways and Public Realm project (only budget available). Further consideration would be needed regarding the cost of any measures recommended.</p> <p>LS – Within our current design there is already some design element for bollards etc. that may support HVM. Part of the brief would be to consider existing measures against latest guidance.</p> <p>KD – We have assumed the line of trees will form a natural solution to HVM around the Market Square in the long term . However, until such time that the trees reach maturity, there may be a need to install bollards in the right locations as a solution.</p> <p>DDDC/DCC will provide a further update at the next PCB meeting</p>	
2.6.	<p>National Grid Sub-Station update</p> <p>Gary Thompson met with National Grid to recommend that the proposed sub-station is relocated to near to the Scout Hut (rather than Millennium Square). National Grid have advised that there are no plans at this stage to install a new sub-station.</p> <p>Gary T has forwarded Paul Elliott’s contact details to National Grid with the recommendation that should there be future need for a sub-station then they consider the suggested location within their evaluation.</p>	



	<p>KD – it would be useful to understand National Grid future plans for Ashbourne? Gary T confirmed that they have no immediate plans for other sub-station installations.</p> <p>Action Gary T – To confirm with National Grid, what/where their future plans will be in Ashbourne.</p> <p>KD – There is ongoing work going on in Ashbourne Town Centre, whereby telecom providers are installing ducting for future needs. The works along Cokayne Avenue will have a visual impact on the area, especially as the resurfacing works had been completed in the last 6 months. Is it possible to restrict future access once the highways and public realm works has been completed on this project?</p> <p>GT – It is possible to restrict access after the works are completed using Section 58 of the Highway Act. However S58 is not applicable “in emergency situations”, for example a burst water pipe.</p> <p><i>(A section 58 notice under the Highways Act 1980 allows a local authority to protect a street from any planned street works following any major surfacing works.)</i></p>	<p>Gary T</p>
<p>2.7.</p>	<p>Public Realm / Stakeholders Working Group</p> <p>LS - Following the 1st Stakeholders Workshop, RH has put together an action tracker. RH confirmed it had been issued and will resend to those partners who did not seem to have received it. The stakeholders working group is a forum to discuss the future use of any public space under this project, along with work to support related final design recommendations.</p> <p>KD – the working group as end users, commented on the logistical and operational use of public spaces, such as outdoor seating areas / WIFI/ Canopy instead of market stalls</p> <p>Aecom will use the feedback from this group to see how it could influence the design. Consideration is being given to the following key questions:</p> <ul style="list-style-type: none"> • How will the space be used? • What impact does this have on design? • What are the future management arrangements? • what is the cost impact of these management arrangements? <p>LS – another example is Licensing. DDC need to understand and manage the required licensing arrangements for the outdoor space during construction and afterwards.</p> <p>Action RH - Re-issue the tracker Action LS - Arrange follow up meetings to address the actions on the tracker. Action LS – Arrange a re-occurring monthly meeting</p>	<p>RH LS RH</p>
<p>3.</p>	<p>Millennium Square update</p>	
<p>3.1.</p>	<p>CD – ATC is getting ready for Shrovetide. DCC are to level out Millennium Square, making it safe for Shrovetide.</p> <p>KD – at January’s Programme Board Meeting it was proposed that Millennium Square be managed as part of the main Ashbourne Reborn Highways and Public Realm Project. Noted</p> <p>KD Proposed the Agenda to this PCB meeting is amended as follows;</p> <ol style="list-style-type: none"> 1. Welcome/Apologies 	



	<ol style="list-style-type: none"> 2. Minutes of last meeting and matters arising 3. Project and programme update <ul style="list-style-type: none"> • Risk • Cost update 4. Design development 5. Shrovetide walk 6. ECI update 7. Comms and Events 8. DHLUC 9. AOB <p>Stage 4 design – Aecom will be completing the S4 detailed designs for Millennium Square. They are awaiting the DWG files from Guy Taylor, which ATC will issue in due course. Aecom will then issue then a fee proposal to DCC for taking on these Stage 4 design duties.</p>	
4.	Design Development	
4.1.	<p>Bridge Parapet Outline Options</p> <p>RH presented the Bridge Parapet Options Report (<i>appended for reference</i>)</p> <p>After considering the options PCB members preferred Option 1 with Option 2 as a VE option. The reasons for selecting these options, include;</p> <ul style="list-style-type: none"> • Option 1 – this is the most aesthetically pleasing but is potentially high risk to the bridge structure. Galliford Try will need to carefully consider the buildability of this option. • Option 2 (as a VE option) – this is a simpler and more cost-effective solution to option 1, but the fixing and maintenance may require more design and construction work. <p>Decision – For Aecom to design Options 1 & 2 (with the view that option 2 is considered as a potential VE solution if necessary)</p> <p>SB - will the EA be consulted? RH - Aecom confirmed they would be consulted as they develop the detailed design, which may influence final design.</p>	
4.2.	<p>C3 Searches update</p> <p>RH - Aecom has reviewed the C3 returns. They have engaged with some utility providers and are chasing those that have yet to respond. DCC has commissioned some of the C4 detail design costs, allowing Aecom to engage with Utility Providers on detailed design discussions.</p> <p>Discussion to date, the GPR survey indicated that some services on St Johns Street and Dig Street are shallower than expected. This means these may conflict (service clashes) in areas where Aecom have proposed loading bays.</p> <p>Aecom will develop a plan marking the locations of trial holes to determine the depth of services and clash potential. Aecom will provide an update at the next PCB meeting.</p> <p>KD – have the road space bookings been logged for the trial holes?</p>	



	<p>RH – confirmed Aecom have made the Road Space Booking for the project, including trial holes. These will be updated once the contractors programme is known.</p>	
<p>4.3. Design Co-ordination and Progression (Guy Taylor)</p> <p>SB – Guy Taylor is willing to share the DWG files for Millennium Square and Shrovetide Walk but have sought a novation agreement to recognise that their liabilities pass to the new designer and stated there will be charges to amend drawings to remove their Intellectual Property.</p> <ul style="list-style-type: none"> • £1,000 for legal costs to prepare the draft Novation Agreement. • £450 per hour for their legal team to negotiate on the Novation Agreement • Plus cost of £100 per drawing to remove Guy Taylor’s intellectual property <p>Guy Taylor has sought advice from the RIBA and have requested a letter/legal agreement between parties confirming removal of design liability/intellectual property rights and transfer of design risk to Aecom.</p> <p>LS / Gary T – are looking into whether the legal team at DCC can support if required and avoid prohibitive legal costs. However, a simple email confirmation was proposed in the first instance.</p> <p>Action RH - to identify which drawings Aecom require to develop the design in order to minimise costs.</p> <p>Action CD / SB - Ask Guy Taylor to draft the form of letter with the reassurance they require and issue to partners.</p>	<p>RH</p> <p>CD/SB</p>	
<p>5. ECI update</p>		
<p>5.1. Potential Compound Locations</p> <p>JM – RW’s last working day is 12th Feb 2024. He has been handing over to Jim Stuart. JS has reviewed the recommended compound locations provided by DCC and Aecom.</p> <p>JS believes The Airfield location that was proposed at last month’s PCB is not feasible, because it presents challenges getting material to site. JS will undertake his own desktop review and present his recommendations at the next PCB meeting.</p> <p>There is no change to taking an empty retail unit in the town centre as a drop-in centre. Galliford Try’s Public Liaison Officer will also be based there. However, the timing of this will be related to the start on site.</p> <p>KD & IM advised that Alan Matkin has an empty shop in the town centre.</p> <p>Action IM KD / or Tim C – to email Alan Matkin contact to JM and any other potential contacts for vacant business units around Ashbourne Town Centre</p> <p>Next Steps – Once contracts have been signed Galliford Try will contact the shop owner to set up a base in the town centre to commence contract mobilisation.</p>	<p>Town Team & IM</p>	
<p>5.2. Contractor’s Programme</p> <p>JM – the Draft ECI phased programme has been developed by the ECI team and is going through the internal review. Once approved JM will issue it to DCC/Bentley when approved.</p> <p>Progress to date</p>		



	<ul style="list-style-type: none"> • Attended the risk workshop and will be attending the next workshop booked for 12th Feb 2024. • Compound location – JS is doing a secondary desktop study • Parapet review – ECI team are reviewing options <p>Planned activities for next month</p> <ul style="list-style-type: none"> • Will be discussing programme & cost at the next PCB meeting (N.B. these are based on 2D preliminary drawings issued at the last design freeze date). • Will review Earned Value Analysis/ market testing and comparing similar past projects delivered by Galliford Try • Will be developing a monthly cashflow forecast <p>Jim Stuart will be attending then next PCB</p> <p><i>(Earned Value Analysis (EVA) is used to measure and assess the progress and performance of a construction project)</i></p>	
5.3.	<p>Contractor’s Cost Review</p> <p>With the programme underway the 1st construction estimates are in progress. They will be ready for internal sign off next week and then will be issued to project team.</p>	
6.	<p>Risk update</p>	
6.1.	<p>A risk workshop took place on 29th January 2024, where the project team and Galliford Try reviewed and updated the Construction related risks that were included in the Risk Register at Funding Bid Stage.</p> <p>A further risk workshop has been arranged Monday 12th February 2024 to update the following:</p> <ol style="list-style-type: none"> a. Close the Preliminary Design risks (RIBA Stage 3) b. Review the current project risks <p>An updated Project Risk Register will be included in the board pack for next month’s PCB.</p>	
7.	<p>Project and Programme update</p>	
7.1.	<p>The Project Status remains Green.</p> <p>Programme – the project programme has been updated to include the contractor’s indicative dates (as issued by RW). The construction phase is not on the critical path so there is scope for the dates to move.</p> <p>The next programme milestone is the Stage 4 detailed design and carry out the trial holes to be completed by 29th March 2024.</p>	
7.2.	<p>Cost Position</p> <p>Page 6 of the Board Report refers to the Project Costs.</p> <p>The Stage 3 Cost Plan was updated to include the following changes;</p> <ul style="list-style-type: none"> • Include a more detailed breakdown of costs as requested by board members. • Changes to Professional Fees include ECI fees and inflation. • Shrovetide Walk – updated design information was issued to Bentley. <p>Action - ML to provide a summary note on the changes of the cost position between the last 2 months (Jan 2024 & Feb 2024).</p>	ML



	<p>Page 7 of the Board Report includes the Spend Profile/Cashflow with the s-curve as requested by PCB members.</p> <p>KD – why is the spend-to-date not tracked on the s-curve? KP – the spend to date is the actual figures of payment defrayed. Whilst the invoices may be issued there is a lag between invoice issued and payment made. The spend to date reflects the monies defrayed.</p>	
7.3.	<p>Project Issues – please refer to the project board papers.</p> <p>Further Project issues were discussed under AOB.</p>	
8.	<p>Communications</p>	
8.1.	<p>AP – since last meeting AP has met with stakeholders and project partners. AP has taken ownership of the Communication Grid developed by Aecom.</p> <p>An action taken at the last Programme Board Meeting was for AP to review and update the Communications Protocol.</p> <p>A Comms Meeting has been arranged on Friday 9th February 2024 for Comms working group to review the existing protocol and agree the suggested changes.</p> <p>The update protocol will provide clarity on comms ownership and responsibilities between partners (DCC/DDDC/Galliford Try).</p> <p>JM – Galliford Try need to be clear on roles and responsibilities for communication to ensure Galliford Try’s Public Liaison Officer (PLO) can support AP in the right way.</p> <p>LS – Confirmed AP’s role is an additional comms resource to the project and should complement the duties that Galliford Try’s PLO will undertake. AP will not be taking on the responsibilities of the PLO.</p> <p>AP met with Kate Harrison to understand the seating arrangements outside business premises and review how we communicate to businesses for this project.</p> <p>Action AP – to liaise with Cllr Spencer regarding communicating with business. <i>(Cllrs S preference is that we approach businesses once, communicating all the changes on the project).</i></p> <p>CD – There is potentially an office/ desk available at the front of the town hall. ATC may be happy for AP to use this room as a Hub, to show presence in the Ashbourne, subject to confirmation with Members.</p> <p>Ian M - who owns the events list, who is operating it and how do people add to it?</p> <p>LS - confirmed it is owned by the comms group following input from partners but has been provided to GT for consideration in the construction plan and is also an agenda item with the working group related to the future use of the public spaces, including through the construction period. Any further event information that partners become aware of should be shared with the Comms Team, who will also share it with the working group.</p>	AP
9.	<p>DLUHC update</p>	



<p>9.1.</p>	<p>LS - Q3 Funding return has been submitted and acknowledged by DLUHC. No queries have been raised as yet.</p> <p>The deadline for the next return (Q4) is 26th April 2024. The project programme and costs need to be firmed up for the submission. Any areas for de-scoping need to be flagged at this return.</p> <p>DLUHC has requested further information for assurance purposes. DDDC is working on this with the S151 officer and CEO.</p> <p>DLUHC provided a further update on support available from them, to address any project barriers. They are setting up a website with a knowledge hub and portal for putting in a request for support.</p> <p>JS – sounds very good but would have been more useful a year ago.</p>	
<p>10.</p>	<p>Any Other Business</p>	
<p>10.1.</p>	<p>2D Geometry and Kerb Lines Design Freeze</p> <p>RH – Aecom would like to freeze the 2D designs which detail the kerb lines and 2D geometry. An approval from PCB, will allow Aecom to share these designs with the wider project team, and will help Galliford Try firm up construction costs. Aecom will email PCB members a design pack for approval.</p> <p>Gary T – what are the design changes? When you circulate the design pack, please can Aecom highlight the changes so that it is easy to identify.</p> <p>Action RH – to email the design pack with changes clearly marked-up on the plans.</p> <p>Action ALL PCB Members – to review the design pack and provide comments and/or confirm approval of design freeze via email return.</p> <p>Action RH – if required Aecom can arrange a Meeting to discuss any comments before freezing the designs.</p> <p>Action Cllr CC - To advise Cllr Spencer of the 2D Geometry and Kerb Lines Design Freeze</p>	<p>RH</p> <p>ALL</p> <p>RH</p> <p>Cllr CC</p>
<p>10.2.</p>	<p>Landownership</p> <p>Gary T – The project includes re-paving of land in front of business along Buxton Road (either side of the Town Hall). However, some of this is not included in the existing land registry information so it is not clear on who owns the land or who maintains it.</p> <p>The risk of, (DCC/DDDC) not owning the land means we cannot necessarily re-pave this area and we will have a mixture of material.</p> <p>If DCC take ownership of this area then we can include it in the project and DCC can ensure it is constructed to adoptable standard.</p> <p>Before DCC consider the options for how they take ownership. DCC need to be clear on whether or not there is appetite to take ownership of the land in front of businesses along Buxton Road and other locations.</p> <p>Action GT - to seek a decision from DCC to confirm whether or not they are willing to adopt the land.</p>	<p>GT</p>
<p>10.3.</p>	<p>Basements and Below-ground Structures</p>	



	<p>Gary T – It is likely that some businesses will have below ground basements/cellars. For example on St Johns Street there is a level difference between the footpath and the rear of the buildings which may indicate a cellar beneath the shop.</p> <p>The work requirements under this project means we will be using heavy construction machinery i.e. when resurfacing. Use of heavy construction machinery is likely to cause vibration which may cause structural damage to the below ground structures (basements/cellars).</p> <p>To avoid the risk of a potential claim from businesses owners, (that our work has caused structural damage to their basements/cellars), DCC is seeking permission to scope a proposal detailing what investigative work is required to complete a pre-condition survey of the buildings. This could otherwise become a construction risk and cause project delays.</p> <p>Discussions confirmed;</p> <ul style="list-style-type: none"> • Early engagement with business owners is needed, to establish the presence and extent of below ground structures. • Permission from business owners will be needed to undertake a photographic pre-condition survey. • If businesses do not permit access, then DCC/DDDC/Galliford Try need to consider the risk it will cause to the project? <p>KD – has already shared a stakeholder contact list of all businesses in the project area with Gary T. DCC can use this as the first steps to making contact.</p> <p>Action Cllr CC – to update Cllr Spencer on this project issue Action Gary T – to make contact with business to determine whether they have a cellar or basement. Action RM – to add this to issue to the project issue log.</p>	<p>Cllr CC Gary T RM</p>
<p>10.4. Traffic Survey Count</p>	<p>KD – At January 2024 Ashbourne Reborn Programme Board Meeting, Cllr Peter Dobbs queried the Traffic Count numbers within the minutes of 09th January 2024 PCB meeting.</p> <p>Cllr Dobbs advised the vehicle count was significantly lower than previous information reviewed by DDDC. He would like to know:</p> <ol style="list-style-type: none"> 1. When was the traffic count survey undertaken? 2. What was the exact count? <p>Action RH – Aecom to re-check and respond to Cllr Dobbs questions</p> <p>PCB members agreed that it would be beneficial to review the results of the survey completed by DDDC.</p> <p>Action LS - to source any related traffic survey data from DDDC Environmental Health and share with project team.</p>	<p>RH LS</p>
<p>10.5. AOB by Town Team (KD)</p>	<ol style="list-style-type: none"> 1. TTRO - The current TTRO for BSIP project and housing development, has significantly reduced the number of HGVs travelling along Dig Street. It demonstrates this is working. The TT would like to see something similar during the construction phase of this project 2. Material Choices – the town team would like to see material pallets to understand the recommendations that are being made for the project. 	



	<p>3. Former Loading Bays – how do we discourage drivers from running over the footpaths that were formerly loading bays?</p> <p>RH – Accepting there will be some overrun on footpaths, Aecom has taken a two-pronged design approach;</p> <ol style="list-style-type: none"> 1. Use of material to clearly demark footpath and loading bay boundaries 2. Use of protected materials on surfaces of known loading areas <p>Gary T – DCC is also considering the long-term maintenance of loading bays, so will be commenting on material choices and reviewing the construction build-up to ensure it can withstand the load of overrun.</p>	
<p>10.6.</p>	<p>Date of Next Meeting – 5th March 2024 at 1:30pm at ATC</p>	



Ashbourne Reborn Link Community Hub

Link Project Board nr 10- 11am on 6th February 2024 Meeting Minutes

10.1.0 Attendees & Circulation	
Attendees (In Person) Ian Marsh (AMC) - Chair Richard Barratt (AMC) Laura Simpson (DDDC) Giles Dann (DDDC) Adrian Bates (Greenwood Projects) Mike Harrison (AJA Architect) Tony Walker (AMC) John Barker (AMC) Anna Paxton (DDDC – AR Prog Comms)	Circulation Steve Capes (DDDC) Apologies None

Ref	Note	Action by
10.2.0	Declaration of Interests	
10.2.1	None were declared	
10.3.1	Agenda and Previous Minutes	
10.3.1	The minutes of Project Board nr 9 were accepted without alteration.	
10.3.2	No additional items were added to the meeting agenda.	
10.4.0	DLUHC/LUF matters	
10.4.1	AMC provided the required information to DDDC who completed the quarterly report to DLUHC. An amendment to the AMC cashflow information was made in respect of VAT payment discussions.	
10.4.2	The formalised change process that may be required across the AR programme remains an ongoing work in progress with DLUHC.	
10.4.3	DDDC to arrange a meeting with AMC to discuss the issue of order numbers for AMC to quote on invoices and the level of VAT that AMC include on monthly invoices.	DDDC (LS)
10.4.4	DDDC have received another DLUHC request to complete an assurance report. LS will flag any AMC input if required	DDDC (LS)
10.4.5	DLUHC are establishing additional help to LUF projects and propose a portal / website. DDDC will share a link to a webinar	DDDC
10.5.0	Grant Funding Agreement - Letter of Comfort	
10.5.1	Exchanges between solicitors continue. Anthony Collins recommend to AMC that the LoC remains within the framework of previous TMCP comments.	
10.6.0	Communications and Publicity	
10.6.1	The AR display boards to be installed at the church have been ordered and due by 16 Feb. AMC are requested to provide photographs when installed	AMC(TW)
10.6.2	From Programme Board it was noted that the protocols would be updated in respect of short notice and urgent items. The roles of business and community stakeholders would be updated.	AMC (TW)
10.6.3	Noted the comms grid is being updated, and an AR email is planned to cover Shrovetide arrangements. A press release regarding the drainage clearance and survey works is planned.	

10.7.0	Highways & Mobility Hub	
10.7.1	Road and Footpath layout drawings for Church Street/Station Road are awaited from Aecom on behalf of DCC.	
10.7.2	DCC had requested more information from AMC about their proposed need and use for the Loading and Drop Off Bay. A paper has been circulated to the Project Board members for comment, before issue to DCC (Gary Thompson). This can then better inform the options for any required TRO	All PB Members
10.7.3	Legal processes for updating the buttress wall ownership, associated Land Registry changes, and legal agreement for the planned scope of work are with DCC / National Highways. The LCH design will continue on the basis this is satisfactorily concluded in due course.	
10.7.4	The Hoarding License application and separate Parking Bay suspension application have been made by GPL. GPL to follow up progress of these applications	GPL
10.7.5	The DCC Match funding (£38,750) to the AR Programme related to the Mobility Hub remains outstanding. LS and TW to engage with DCC (C Hegarty) and if required approach David Hilton Barber at DCC to progress / resolve. This issue may be referred to the AR Programme Board if it remains 'stuck'	DDDC (LS) / AMC (TW)
10.8.0	Design Progress	
10.8.1	The Stage 4 designs are practically complete, and specifications and other information for tender is being prepared by the Design Team. It was confirmed that the designs include secondary glazing to the Church, and acoustic improvements to Century Hall.	
10.8.3	The Planning Conditions require more stakeholder and statutory body agreement for the 'soft' landscaping areas of the Garden design. The development of these soft areas will be removed from the main contractors works, to allow time for this engagement. It is possible that a wider Henmore project could integrate these 'soft' areas, hopefully with additional funding. Apart from the top of the access ramp, no other work within 10m of the Henmore is now included in the main contractors package.	
10.8.4	The appointed Building Control Approved Inspector, has reviewed the plans. The overall design intents are agreed, but some technical detail is to be submitted to fully substantiate the design (eg Rebar details). The escape from the Worship / Performance space cannot be via an external staircase as intended, but can be an external ramp.	AJA
10.8.5	The AV package of works is being drawn up by AMC for internal AMC review, ahead of ITT coordination with the services technical design.	AMC (RB)
10.8.6	The need for an intruder alarm system and the scope of any internal or external CCTV is under review within AMC and their Insurers.	AMC (IM)
10.9.0	Programme & Project Management	
10.9.1	GPL have created a full detailed tracker for discharge of planning and listed building consents conditions. A simplified version of the most critical items will be produced for future Project Bboard reporting.	GPL
10.9.2	The winter bat surveys of the church roof space are ongoing. To date no bats have been observed, or sounds recorded. The surveys continue to mid March.	
10.9.3	LS has met with the Planning Officer. A number of Planning Conditions relate to statutory consultees and would be hard to influence. Other conditions for sign off by DDDC may be open for discussion. Once the GPL	GPL/AJA

	tracker is fully populated, AJA/GPL can produce a focussed scope of the conditions for discussion or request some form of dispensation whilst maintaining the desired protection afforded by the condition. It would be proposed to 'bundle' responses to conditions, limiting the number of submissions for the Planning Officer to review.	
10.9.4	In respect of the Ecology conditions, an enquiry for a specialist to address and monitor these has been prepared	GPL
10.9.5	GPL noted that the programme gannt chart is missing from their report. The work to produce the Bill Of Quantities and Pre-Tender Cost Estimate is two weeks behind previous programme dates as the designs packs are being produced more slowly. The tender pack ready date has moved back to March from late February. Before issuing the tender, the 'core' and 'option' work packages need to be agreed, so the returned tenders are as close to available budget as possible. The period allowed for scope amendment during the tender period is to be reviewed. The procurement process allows for a third stage.	GPL
10.9.6	As yet, no alternative 'heritage' site has been found that would take the Horsa hut. GPL will produce a report of the enquiries made for submission to Joanne Bamforth via AJA	GPL
10.9.7	The following items for procurement have been identified and are being progressed. <ul style="list-style-type: none"> • The 'contestable' works for the new site electricity supply • A site Ecology Clerk of Works to create and manage the required site ecology management plan • Asbestos removal works 	
10.10.0	Cost Plan / Main Procurement	
10.10.1	6 PQQ returns were received and have been evaluated. The PQQ report recommending the 4 companies with highest evaluation scores will be shared with DDDC for review and comment. The PQQ returns included financial information, but separate financial checks are recommended. These were not completed as part of the PQQ evaluation.	GPL
10.10.2	AMC have started discussion with GPL on completing the JCT form of contract and contract T&C's. This includes what level of LAD's are appropriate, Terms of payment / Valuation due dates, and amendments to ensure the GFA requirements are 'back to back'.	
10.10.3	The Pre-tender cost estimate will be produced against the BoQ, to inform scope review of the tender works. Some tender flexibility will be included by identifying works as options to be costed.7	GPL
10.10.4	Quotations have been received for the Bat Licenced Worker activities and after review Rachel Hacking selected in a recommendation report from GPL. A Natural England pre-submission advice service has been identified, and Hacking will be asked to follow up. This may allow for a 'soft' ramp up of the formal bat licence process.	
10.10.5	AMC are meeting with their Vat advisor on 21st February to progress the HMRC 'true up' and first LPWGS application.	

10.11.0	Health and Safety	
10.11.1	The preparation of the Design Risk Assessments of residual risk is continuing.	AJA
10.11.2	AJA are preparing the Pre-Construction H&S plan, which will be issued as part of the Tender pack. Discussion of the site logistics plan is ongoing.	AJA
10.11.3	The phasing of the site works in relation to the café trading / closure dates and periods is ongoing, with continuing engagement with the existing café operator.	
10.12.0	Actions from Previous Meeting not already covered	
10.12.1	Previous 9.9.7 – The AMC Procurement Guidelines were updated and re-issued to DDDC. The schedules in Annex 1 and 2 are to more fully completed, and the corrected Annex 3 from GPL added.	AMC (RB)
10.13.0	AOB	
10.13.1	AMC Asked for guidance about use of site hoardings beyond the AR boards (as 10.6.1. above). For example it would be proposed to have solid hoarding on the Church St frontage. DDDC noted there remains a requirement to follow LUF approved signage guidance.	
10.13.2	It remains unclear if DCC have included the cost of Station Road fencing/ vehicle barriers. To be taken up with DCC in due course.	
10.13.3	The possibility of including a time lapse camera and /or drone shots to record construction progress will be considered.	
10.14.0	Future Meetings	
10.14.1	The next LH PB meetings are scheduled as follows: Tuesday 5 th March 2024 Ian away – Richard to chair Tuesday 9 th April 2024 Tuesday 7 th May 2024 All at 11am at Ashbourne Methodist Church. In Century Hall unless notified otherwise.	
10.14.2	Noted that the next AR Programme Board is scheduled for 8 th March 2024	



Ashbourne Reborn Levelling Up Fund Communications Protocol

VERSION 2.3: FOR PARTNER COMMENT (12 February 2024)

Protocol Endorsement

All partners / project sponsors are asked to officially endorse the principles of this communications protocol, in support of the successful delivery of the Ashbourne Reborn Levelling Up Fund programme and related projects:

Name of partner / project sponsor:

Lead officer:

Signed:

Date:

1.0 Purpose of communications protocol

1.1 To set out an agreed way of working between Derbyshire Dales District Council and all partner organisations / project sponsors in the delivery of communications activity relating to the Ashbourne Levelling Up Fund proposals (Ashbourne Reborn).

1.2 The protocol covers the management of communications activity in relation to:

- The overarching programme, as led by Derbyshire Dales District Council
- Any communications activity as required under Government funding regulations
- The specific projects within the scope of the Ashbourne Reborn Levelling Up Fund, as led by Derbyshire Dales District Council or the named project sponsor

2.0 Scope of communications protocol

2.1 Given the partnership nature of the Ashbourne Reborn Levelling Up Fund programme, it is important that roles, responsibilities and ways of working across all stakeholders are clearly set out and agreed in order to ensure:

- Timely and co-ordinated sharing of accurate information
- Adherence to Government requirements around programme / funding publicity
- Targeted and effective use of resources



- The avoidance of mixed messages to the community, stakeholders and local businesses
- That community, stakeholder and local business expectations are effectively managed
- Promotional opportunities are maximised

2.2 For the purposes of this document, 'communications' activity covers:

- Proactive press releases and related photocalls
- Handling of media enquiries and interviews
- Social media content
- Website content
- Articles in external or internal newsletters
- Printed promotional items such as posters, banners and flyers
- Paid-for advertising (including social media)

2.3 Activities relating to consultation (statutory or otherwise) or community / stakeholder / business engagement are distinct areas which must be considered and managed separately.

2.4 In the delivery of this activity, project sponsors and partner organisations will carry out their roles and responsibilities as defined by the Programme and/or Project Terms of Reference, statutory duties and/or Contract Terms and Conditions.

2.5 Communications activity will complement rather than replace other working relationships and requirements for direct communication between parties in pursuit of their responsibilities, which will be linked to and supported by communications activity to ensure that communications about the programme are accurate, consistent and timely. For example, it is anticipated that the main construction contractor and DCC will have direct communications with quarry operators and haulage companies about traffic management implications of the construction period. The Comms Officer will share appropriate information more widely that results from or is related to these discussions.

2.6 Any related areas of uncertainty should be raised through the comms group for clarification.

3.0 Organisational commitments

3.1 By signing up to the protocol, each partner / project sponsor is agreeing to the following:

- Adopting a 'no surprises' approach to communications activity (e.g. around proposals or funding announcements) by sharing information with partners in a timely and coordinated manner. This includes a consideration of how information – regardless of the form it takes – may inadvertently enter the



public domain (for example, the content of published meeting agendas and minutes or comments made on social media)

- To sign off partnership communications material, where appropriate, in a timely manner
- To respond to media enquiries in a timely manner, in line with requested deadlines as far as possible
- To undertake any partnership communications using the protocol as set out below.
- To treat any information received through membership of stakeholder groups within the programme governance appropriately and not utilising information provided in confidence to inform communication activity.

4.0 Roles and responsibilities

4.1 Derbyshire Dales District Council

Will take the lead role in any communications activity relating to the **overall programme**, its management and funding (including announcements by Government).

Will take the lead role in any communications activity relating to its **own projects**. The District Council's communications and marketing team will provide the following support in relation to the overall programme and DDDC projects.

- Drafting proactive press releases (including quotes from relevant partners) and co-ordinating sign off
 - Issuing press releases to the media
 - Arranging photocalls
 - Dealing with media enquiries and interviews
 - Drafting and posting social media on DDDC channels
 - Including content in the Dales Matters publication and internal publications
- Maintaining the web presence at <https://www.derbyshiredales.gov.uk/community/ashbourne-reborn>.

Any additional support is subject to ongoing resource discussions.

4.2 Project sponsors/partners

Project sponsors / delivery partners will take the lead role in any communications activity relating to their individual projects but will do so in line with this protocol (i.e. DDDC's communications team will be sighted, for information, on all comms activity and can advise, where appropriate, on spokespeople / sign off.

4.3 Wider partners' role will be to support the programme and project communications through timely responses and to be an advocate of Ashbourne Reborn.



- 4.4 Where matters of final sign off are not clear cut, partners and project sponsors are asked to exercise judgment on a case by case basis, and contact DDDC's communications and marketing team for advice.

5.0 Key messages

- 5.1 Partners will include agreed key messages about the overarching programme management, funding and the delivery process in press releases.
- 5.2 These should be included as a standard 'Notes to Editors' in all press releases and reflected in other communications activity as appropriate.
- 5.3 As a rule, the latest messages will be on the Ashbourne Reborn website (<https://www.derbyshiredales.gov.uk/community/ashbourne-reborn>) including Frequently Asked Questions. Standard wording as of January 2024 is below:

KEY MESSAGES

- a) In January 2023, central government approved a Levelling Up Fund (LUF) bid designed to transform Ashbourne town centre. The total programme will cost £15.2m of which LUF is contributing £13.4m. The difference of £1.8m is made up of match funding raised locally, including significant funds raised from Ashbourne Methodist Church members, friends and grants, as well as grant giving organisations and local businesses.
- b) The exciting programme – named "Ashbourne Reborn" is led by Derbyshire Dales District Council working with Derbyshire County Council and Ashbourne Methodist Church as key delivery partners, in collaboration with Ashbourne Town Team, Ashbourne Town Council and AshCom.
- c) Derbyshire Dales District Council will be responsible for overall programme management and the programme is made up of two projects. The first, led by the County Council, is a series of highways improvements and transformed public spaces including Market Place, Victoria Square, Millennium Square and Shrovetide Walk. The second project, led by Ashbourne Methodist Church, will transform the existing church buildings on the corner of Church Street and Station Road into a community hub, creating space for a wide range of community uses and events.
- d) Since funding was announced in January 2023, partners have been busy drawing up designs, gaining planning permissions and preparing for delivery. Although much of this preparation is happening behind the scenes, residents, businesses and visitors can expect to see work starting on the ground from summer 2024. Work is expected to finish by autumn 2025 and will be carefully managed to reduce disruption as much as possible.
- e) Find out more about Ashbourne Reborn; sign up for the newsletter at the DDDC website www.derbyshiredales.gov.uk/enewsreg (tick the box for Ashbourne Reborn), or visit the Ashbourne Reborn website www.derbyshiredales.gov.uk/ashbourne-reborn. Follow on social media: find Ashbourne Reborn on [Facebook](#), [Instagram](#) and [X \(Twitter\)](#).



- f) Find out more about the Government's Levelling Up Fund at <https://www.gov.uk/government/collections/new-levelling-up-and-community-investments#the-levelling-up-fund>

6.0 Branding

- 6.1 The Ashbourne Reborn and, Derbyshire Dales District Council (as overall programme manager and accountable body for the fund) logos should be used in relevant communications material such as websites, posters and press releases, together with partner logos as appropriate for each project.
- 6.2 The Derbyshire Dales District Council logo must only be used in accordance with DDDC's brand guidelines.
- 6.3 Government logo use: The HMG logo (as opposed to MHCLG) should be used on all Ashbourne Reborn project boards and hoardings etc. As a general rule, the HMG logo should be displayed in the bottom left-hand corner of any branding. It will also be included in the standard press release template when created (as referenced in appendix 4). More information about HMG identity guidelines can be found [here](#).
- 6.4 An agreed Ashbourne Reborn press release template with relevant logos should be used when issued proactive media releases.

7.0 Communications plan

- 7.1 Opportunities for media or other promotional activity will be managed through the Ashbourne Reborn communications grid.
- 7.2 This will be overseen by Ashbourne Reborn Communications Group.
- 7.3 Partner organisations may wish to develop their own project communications plans, but these must be managed in line with this protocol and activity reported into the Group(s) referenced in 7.2.

8.0 Communications activity – handling process

- 8.1 Activity relating to the overarching programme or a DDDC-led project will be led by the DDDC comms team, in conjunction with relevant partners.
- 8.2 Activity relating to a specific project will be led by the relevant sponsor, in line with this communications protocol.



<p>Media enquiries / requests for interview</p>	<p>Any enquiry relating to the overarching programme / DDDC projects should be handled by / directed to DDDC comms team</p> <p>Any enquiry relating to specific projects should be handled by the communications contact of the relevant partner, but please make DDDC comms team aware and consider opportunity for joint comment if appropriate and in line with communications protocol</p>
<p>Requests for proactive press releases</p>	<p>All proactive press releases should ideally be planned in advance and added to the communications grid, overseen by the Ashbourne Reborn Communications Group.</p> <p>Ad hoc requests should be directed to the DDDC comms team.</p> <p>If a DDDC quote is required for a partner-led press release, please allow at least 48 hours for approval process, as far as possible</p>
<p>Requests for photocalls</p>	<p>Photocalls will ideally be tied into proactive press release opportunities, and should be requested in line with the process above</p> <p>DDDC comms team can advise on DDDC attendance at photocalls.</p> <p>Consent must be gathered for all photos to be used in publicity purposes – using an agreed photo consent form.</p>
<p>Social media</p>	<p>The DDDC comms team will produce and oversee content for council channels, in line with the relevant DDDC social media policies. Partners are encouraged to post and share content, providing it is in line with key messages.</p> <p>Where appropriate, partners will ‘tag’ one another in social media posts and re-share content to increase reach and engagement.</p> <p>Partners are encouraged to post content on their social media channels relating specifically to their own projects but should always tag in DDDC (and ideally others) for information and further sharing.</p>
<p>DDDC website updates</p>	<p>The DDDC comms team will produce and oversee content for the council website, in line with the relevant DDDC policies (including Government rules around accessible content).</p> <p>The Ashbourne Reborn Levelling Up Programme Manager will be responsible for working with the DDDC comms team to ensure the dedicated webpage at www.derbyshiredales.gov.uk/community/ashbourne-reborn is kept up to date.</p>



<p>Urgent Communications</p>	<p>There may be a need for urgent/responsive comms during the delivery of the programme. Effective communication must take place with appropriate authority, with an agreed sign off process to avoid unnecessary delay.</p> <p>For operational matters (day to day occurrences during the course of the work, such as traffic diversions), the Communications Officer will seek input from the delivery teams, Contractor and DCC in order to produce and distribute content for the relevant channels.</p> <p>High risk/high priority communications matters (for example an accident occurring during the course of the work) will be escalated to the Communications Manager (DDDC and DCC where relevant) and treated according to the organisations' usual urgent/high risk communications strategy.</p> <p>Efforts will be made (via the communications officer) to ensure that urgent communications reach the widest possible audience, including building links with local media such as radio stations.</p>
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9.0 Media spokespeople

- 9.1 A list of nominated media spokespeople can be found at appendix one.
- 9.2 The Leader or Deputy Leader of Derbyshire Dales District Council will be the lead spokesperson for all press releases and media activity relating to the overarching programme.
- 9.3 For specific projects, the nominated spokespeople from each partner organisation will be quoted, alongside supporting quotes from the Leader or Deputy Leader of Derbyshire Dales District Council.



**Appendix one
Ashbourne Reborn Levelling Up Fund Programme partners and nominated spokespeople**

Derbyshire Dales District Council	Political lead: Leader or Deputy Leader of the Council Officer lead: Steve Capes, Director of Regeneration & Policy
Project Sponsor	TBC by each Project
Derbyshire Dales MP	Sarah Dines

**Appendix two
Ashbourne Reborn Levelling Up Fund Programme partners' communications channels and communications contacts**

Derbyshire Dales District Council	
Website	www.derbyshiredales.gov.uk/ashbourne-reborn
Social media channels	Facebook Twitter LinkedIn Instagram YouTube
Publications	Dales Matters – produced twice yearly
Communications contact	Anna Paxton, communications officer, Ashbourne Reborn anna.paxton@derbyshiredales.gov.uk Jim Fearn, communications and marketing manager jim.fearn@derbyshiredales.gov.uk

Appendix three – media contacts

A list of local media contacts will be agreed and shared by DDDC with partners to be used for the distribution of agreed press releases.



Appendix four – press release template (with Notes to Editors)

Press Release



Date: XX 2024

TITLE

BODY TEXT OF PRESS RELEASE

ENDS

Media Enquiries: Please contact XXXX

NOTES TO EDITORS

- a) In January 2023, central government approved a Levelling Up Fund (LUF) bid designed to transform Ashbourne town centre. The total programme will cost £15.2m of which LUF is contributing £13.4m. The difference of £1.8m is made up of match funding raised locally, including significant funds raised from Ashbourne Methodist Church members, friends and grants, as well as grant giving organisations and local businesses.
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to finish by autumn 2025 and will be carefully managed to reduce disruption as much as possible.

- e) Find out more about Ashbourne Reborn; sign up for the newsletter at the DDDC website www.derbyshiredales.gov.uk/enewsreg (tick the box for Ashbourne Reborn), or visit the Ashbourne Reborn website www.derbyshiredales.gov.uk/ashbourne-reborn. Follow on social media: find Ashbourne Reborn on [Facebook](#), [Instagram](#) and [X \(Twitter\)](#).
- f) Find out more about the Government's Levelling Up Fund at <https://www.gov.uk/government/collections/new-levelling-up-and-community-investments#the-levelling-up-fund>



Ashbourne Methodist Church Link Community Hub Project

Procurement Guidelines & Procurement Plan

Link Development Team

Ref AMC/LNK/STNDS 01

Jan 2024 – Issue 1.3

CONTENTS

1. INTRODUCTION & STRATEGIC PURPOSE
 2. PROCUREMENT STRATEGY
 3. FUNDING CHECK BEFORE SEEKING TENDERS
 4. DECLARATION OF INTEREST
 5. PREVENTION OF CORRUPTION
 6. PRINCIPLES
 7. WAIVERS
 8. FRAMEWORK AGREEMENTS
 9. SPONSORSHIP
 10. CONCESSION CONTRACTS
 11. JOINT VENTURES AND PARTNERSHIPS
 12. VALUING THE CONTRACT
 13. THRESHOLDS AND PROCEDURES
 14. ADVERTISING
 15. EVALUATION CRITERIA
 16. OBTAINING QUOTES
 17. INVITATION TO TENDER
 18. CLARIFICATION PROCEDURES
 19. EVALUATION, AWARD OF CONTRACT, AND DEBRIEFING OF ORGANISATIONS
 20. NOMINATED SUB-CONTRACTORS
 21. RISK REGISTER
 22. GUARANTEE BONDS
 23. CONTRACT DOCUMENTATION
 24. SIGNING THE CONTRACT DOCUMENTATION
 25. STORAGE OF CONTRACT DOCUMENTATION
 26. CONTRACT REGISTER
 27. RECORDS
 28. CONTRACT SUPERVISION, MONITORING AND REVIEW
 29. VARYING THE CONTRACT TERMS
 30. EXTENDING THE CONTRACT
 31. REVIEW AND AMENDMENT OF THE GUIDELINES
- ANNEX 1 – PROCUREMENT REGISTER :- COMPLETED PROCUREMENTS
- ANNEX 2 – PROCUREMENT REGISTER :- PIPELINE PROCUREMENTS
- ANNEX 3 – PROCUREMENT REPORT – MAIN CONSTRUCTION WORKS PROCUREMENT STRATEGY

APPENDIX 1

APPENDIX 2

APPENDIX 3

1. INTRODUCTION & STRATEGIC PURPOSE

- 1.1 These Guidelines are intended to promote good practice and public accountability and deter corruption. They provide a framework for the procurement of all goods, services and works for the Ashbourne Methodist Church (AMC) Link Community Hub (LCH) Project during the design and construction phase which currently runs to July 2025.
- 1.2 **Strategic Purpose**
The Strategic purpose of these Guidelines and Procurement Plan is to deliver the procurement of the Link Community Hub project in line with Public Procurement Regulations. These regulations apply to the AMC LCH project due to the Project being ~80% funded from the Governments' Levelling Up Fund 2 programme. The Guidelines and Procurement Plan are designed to ensure that all procurement activity is conducted with openness, probity and accountability and follows procedures necessary to ensure compliance with the Public Contracts Regulations 2015 (including subsequent updates), and requirements of the Grant Funding Agreement (GFA) between AMC and DDDC.
- 1.3 AMC proposes to use its development company – Ashbourne Methodist Church Developments Limited (AMCD) – to assist in the delivery of the Project. It is proposed that AMC will enter into contract with AMCD in respect of Project delivery.
- 1.4 AMC and AMCD must comply with all UK law and statutory regulations including relevant aspects of Charity and Methodist law and rules. AMC will maintain close liaison with Derbyshire Dales District Council (DDDC) throughout the project to provide DDDC visibility of all procurement processes and activities. This is intended to allow DDDC to discharge its responsibilities under its Financial Regulations; the Code of Conduct; the Anti-Fraud, Bribery and Corruption Policy and Procurement Strategy and Policies.
- 1.5 All church volunteers and other parties involved with procurement for the Project are responsible for monitoring and ensuring that all procurement activities follow these Guidelines. Should any party identify that the guidelines are not being followed (ie are being breached), they must report the breach to the Link Community Hub Development Team Leader. Breach of the Guidelines may lead to individuals being removed from the Project.
- 1.6 The Plan also sets out the procurement routes used for existing contracts and approach to planned procurements to deliver the Project following the Procurement Guidelines and advice from the Project Quantity Surveyor. References to AMC in the remainder of the document also apply to AMCD where appropriate.

DEFINITIONS

AMC	Ashbourne Methodist Church and its members, trustees and Link Development Team
AMCD	AMC's Development company responsible to the trustees for the delivery of the project.

DDDC	Derbyshire Dales District Council and its employed Officers, staff and agents.
The Project	The activities by AMC and AMCD to create the new Link Community Hub
LCH	Link Community Hub
“PCR 2015”	The Public Contract Regulations 2015
“Regulations 32 PCR 2015”	Found in full at Appendix 1 of these Guidelines
“Regulations 57 PCR 2015”	Found in full at Appendix 2 of these Guidelines
“Regulations 72 PCR 2015”	Found in full at Appendix 3 of these Guidelines

2. PROCUREMENT STRATEGY

2.1 The following procurement options (see later sections for further detail) have been considered in order to deliver the Project:

- Framework agreements
- Sponsorship agreements
- Concession contracts
- Joint Ventures and Partnerships
- Invitation To Tender

2.2 Following review, one option has been identified as appropriate based on the nature of the goods, services and works required to deliver the Project. Procurements will be undertaken via Invitation To Tender (or Request For Quotation for low value procurements). In relation to legal services required to deliver the project the central Methodist Church has been through a tender exercise to select 3 solicitors to act as a pre-qualified Panel. Procurement of legal services is by request for quotation to this restricted Panel against detailed scope of service requirements.

2.3 The procedure set out in Section 12 will be followed to estimate the value of a contract prior to procurement, following aggregation rules. Based on the estimated contract value, the thresholds and procedures set out in Section 13 will be followed, including advertising requirements.

2.4 Tender procurement options have been considered for medium and high value procurements and the actioned / proposed method of market engagement is set out below:

Activity Procured	Threshold Value	Tender Procurement Option / Market Engagement
Design and Professional Team	Medium and High	ITT Open procedure

Design Reports, Surveys and Minor Works	<£2.5k and Low	Single supplier direct award / Request For Quotation (min 3 written quotations sought)
Insurances, Inspections Legal and Specialist	Low	Request For Quotation (min 3 written quotations sought)
Specialist VAT	Low	Direct award - Waiver from Guidelines to engage same organisation to provide related services (see section 7)
FF&E (Multiple Packages)	Low	Request For Quotation (min 3 written quotations sought)
Lighting Rig/AV	Medium	ITT Open procedure
Main Construction Contract	High	ITT Competitive procedure with negotiation

- 2.5 Beyond the instruction of professional services necessary to develop / design the Project, no contracts have yet (at Nov 2023) been placed for the delivery of the scheme. Annex 1 provides details of the completed procurements to date in line with the Procurement Guidelines and Procurement Plan.
- 2.6 Annex 2 provides details of planned procurements, with further details regarding the approach to the procurement of the main construction contract set out in Annex 3.
- 2.7 Should a different procurement route be required / proposed, a separate report will be prepared in advance and considered by the Project Board.

3. FUNDING CHECK BEFORE SEEKING TENDERS

- 3.1 The LCH project budget is not to exceed £6.4m, inclusive of the agreed DDDC programme fees. Activities as listed in Annex 1 are allowed for in this budget, and tenders may be sought without further approval. Before seeking tenders for any activities not included in Schedule 1, the proposed activity and estimated costs must be agreed in advance by the AMC LCH Development Team.

4. DECLARATION OF INTEREST

- 4.1 All church volunteers and other parties involved with procurement of the LCH project must declare if it comes to their knowledge that a contract in which he/she has a financial, non-financial or personal interest has been or is proposed to be entered into for the Project. Declaration of such interest must be made to the AMC Link Community Hub Development Team Leader, who will advise to what extent continued participation in the tender process and /or any subsequent contract may be allowed.

5. PREVENTION OF CORRUPTION

- 5.1 All parties working on the LCH project must not invite or accept any gift or hospitality in respect of the award or performance of the contract. They will be required to prove

that anything received was not received corruptly. High standards of conduct are mandatory.

5.2 No significant personal gifts from contractors and outside suppliers may be accepted. Token gifts of a very small value like pens marked with a company name, or calendars, which might be seen as advertisements, are acceptable.

5.3 Any gifts received 'out of the blue' other than the token gifts outlined above, must be reported to the AMC LCH Development Team Leader, who will record receipt of the gift and decide whether the gift should be returned or forwarded to a local charity.

5.4 The following clause (or suitable alternative drafted by the Project Legal support) shall be put in every contract:

"AMC may terminate this contract and recover all its losses if the Contractor, its employees or anyone on the Contractor's behalf does any of the following:

- i. Offer, give or agree to give to anyone, any inducement or reward in respect of this or any other contract for the project (even if the Contractor does not know what has been done); or
- ii. Commit an offence under the Bribery Act 2010
- iii. Commit any fraud in connection with this or any other contract for the Project whether alone or in conjunction with any parties involved in the Project.
- iii. Any clause limiting the Contractor's liability shall not apply to this clause."

6. **PRINCIPLES**

6.1 These Guidelines apply to any arrangement, **of any value**, made by, or on behalf of, the Project for the carrying out of works, supplies, goods, materials or services. '**Of any value**' includes where goods and services are provided free of charge under any agreement, or as a possible inducement to obtain future contracts. They apply for any such procurement made before 31 July 2025, but not thereafter (unless Levelling Up Fund grant expenditure extends beyond this date).

6.2 These Guidelines do not apply to contracts for the acquisition, disposal or transfer of land or of any interest therein, for the lending or borrowing of money, or for a contract of employment.

They do not apply to any procurement relating to the future operation of the Link Community Hub.

6.3 The following key principles apply to any procurement:-

6.3.1 All procurements must:-

- (a) realise value for money by achieving the best combination of highest quality of outcome and minimum whole life costs;
- (b) achieve the highest standards of integrity;

- (c) ensure fair and equal treatment of contractors;
- (d) operate transparently, subject to any requirement for confidentiality;
- (e) comply with all legal requirements,
and
- (f) ensure that non-commercial considerations do not influence any contracting decision, except on ethical grounds or in the case
6.3.2 below

6.3.2 For each new high value procurement the Project will

- (a) consider how the proposed procurement may improve the economic, social and environmental wellbeing of the local, regional or national community and how such improvement may be secured during the process of procurement;
- (b) ensure the contractor complies with relevant health and safety legislation and best practice in relation to the contractor's work force and business;

6.3.3 All contracts must be in writing

6.3.4 All contracts must be entered into prior to the commencement of the undertaking or the delivery of the goods or the performance of the services.

If for any reason this is not possible, and the risk of project delay is high, a written short term agreement may be put in place with the supplier until the full contract is finalised and signed.

7. **WAIVERS**

7.1 Contracts made by AMC and AMCD must comply with these Procurement Guidelines and Public Contracts Regulations 2015. If the procurement process in Section 13 cannot be completed for an unforeseen reason, use of a Waiver may be considered. A Waiver is a written and approved document that allows deviation from the competitive procurement processes in Section 13 of these Guidelines.

For example : A waiver would allow a contract to be placed by direct negotiation with one or more suppliers rather than in accordance with the requirements to ensure competition.

7.2 Waivers can only be considered in exceptional circumstances, and only if the procurement is under the UK Procurement Threshold. Considering a waiver must be risk based and always a last resort after all other options have been considered.

7.3 Waivers may be considered with regard to low and medium value procurements in the following circumstances:-

7.3.1 Where the purchase of supplies or the execution of works or services involve specialist or unique skills or knowledge which cannot be obtained from other providers;

- 7.3.2 where the work is to upgrade existing software packages or require repairs to, or parts for, existing machinery or equipment that are specific to that machinery or equipment;
- 7.3.3 the purchase of supplies or the works or services to be carried out constitute an extension of an existing contract provided that:-
- (a) the original contract was procured through a best value exercise;
 - and
 - (b) there is budget approval in place for the extension;
- 7.3.4 if AMC has already engaged with an organisation for a similar and related procurement provided that AMC will not be exposed to unacceptable risk and there is significant benefit to cover this additional requirement;
- 7.3.5 where, after advertising in accordance with these Guidelines it has not been possible to obtain competitive prices for works, supplies or services;
- 7.3.6 In relation to time-limited grant funding from an external body, where the time limitations will not allow a competitive procurement process to be completed and where the grant conditions allow this;
- 7.3.7 If works, supplies or services are urgently needed for the immediate protection of life or property on the basis of an unforeseeable emergency
- 7.4 Unique skills or knowledge under a waiver in 7.3.1 does not include knowledge gained because the contractor has worked for the Employer previously. Previous skills or knowledge gained by working for the Employer previously can only be used where the contractor is providing additional advice on a same or very similar issue that was not previously contracted for.
- 7.5 A waiver under 7.3.4 cannot be used to renew a contract where there is a continuation of the same product or service. It can only be used to extend a contract for additional products or services with the same provider. 7.3.4 does allow for existing surveys and reports required to be updated for the new Planning and Listed Building Consents submissions to be undertaken by the original suppliers.
- 7.6 A waiver under 7.3.7 cannot be used to contract for a product or service where there has been a failure to manage the timescale to ensure compliance with the Guidelines
- 7.7 In order to request a waiver, a waiver report must be prepared and submitted to the AMC LCH Team Leader and DDDC for agreement. The waiver must address all of the following points:
- 7.7.1 the reasons why the waiver is being requested
 - 7.7.2 the process which is intended to be followed instead;

7.7.3 Confirmation of approved budget.

7.8 AMC will keep a register of any waivers or breaches.

8. FRAMEWORK AGREEMENTS

8.1 No frameworks are planned for the Project. Further advice from the AMC Link Development team / DDDC would be required before any new frameworks were proposed.

9. SPONSORSHIP

9.1 Sponsorship agreements, at their simplest, involves the payment of a sponsorship fee in exchange for publicity related benefits.

There are no Sponsorships currently proposed under this Project.

Further advice from the AMC Link Development team / DDDC would be required if under consideration.

10. CONCESSION CONTRACTS

10.1 Concession contracts are contracts for a financial interest, where the 'payment' is either that the contractor has the right to exploit (profit from) the contract works/services, or that the contractor has such right together with some payment.

There are no Concession Contracts currently proposed under this Project.

Further advice from the AMC Link Development team / DDDC would be required if under consideration.

11. JOINT VENTURES AND PARTNERSHIPS

11.1 There are no Joint Ventures or Partnerships currently proposed under this Project.

Further advice from the AMC Link Development team / DDDC would be required if under consideration.

12. VALUING THE CONTRACT

12.1 In estimating relevant contract values, the following aggregations rules will apply to calculate the whole of the value or estimated value for a single contract, purchase or disposal:-

- (a) where the contract is for a fixed period, by taking the total price to be paid or which might be paid during the whole of the period
- (b) where the purchase involves recurrent transactions in the coming twelve months, by taking the total price which might be paid during that period;
- (c) where the contract is for an uncertain duration, by multiplying the monthly payment by 48

12.2 The contract whole life cost including any optional extension periods, shall be used when estimating the total contract value. Whole life cost is the value expected to be paid for the contract duration.

12.3 AMC will not enter into separate contracts nor select a method of calculating the total value in order to minimise the application of the Guidelines

12.4 All contracts must set out that payment will be paid in Great British Pounds (GBP). Payments shall not be made to a contractor in any other currencies.

12.5 From 1 January 2022, the Medium and High value thresholds are inclusive of VAT.

13. THRESHOLDS AND PROCEDURES

13.1 Where the estimated total value for a contract is within the values in the second column of the table below, as a minimum requirement, the procurement process in the third column must be followed.

Contract Type (Risk)	Total Value	Procurement Process	Advertising requirements
Goods and Services	Up to £2,500 Single Purchase Excluding VAT	Budget Holders Authorisation	None
Goods, Services and Works (Low)	£2,501 up to £30,000 excluding VAT	3 Quotes in writing See paragraph 13.2	Optional Contracts Finder

Services (Medium)	£30,001 but less than £213,477 inclusive of VAT from 1 January 2022. From 01/01/2024 £30,001 but less than £214,904 inclusive of VAT	Invitation to tender See paragraph 13.3	Contracts Finder
Works (Medium)	£30,001 up to £5,336,937 inclusive of VAT from 1 January 2022. From 01/01/2024 £30,001 up to £5,372,609 inclusive of VAT	Invitation to tender See paragraph 13.3	Contracts Finder
Goods (Medium)	£30,001 but less than £213,477 inclusive of VAT from 1 January 2022. From 01/01/2024 £30,001 but less than £214,904 inclusive of VAT	Invitation to tender See paragraph 13.3	Contracts Finder
Supplies and Services (High)	£213,477 and above inclusive of VAT from 1 January 2022). From 01/01/2024 £214,904 and above inclusive of VAT	The UK Threshold Level Procurement Procedure must be followed: See Paragraph 13.4	Contracts Finder Find a Tender service
Works (High)	£5,336,937 and above inclusive of VAT from 1 January 2022. From 01/01/2024 £5,372,609 and above inclusive of VAT	The UK Threshold Level Procurement Procedure must be followed: See paragraph 13.4	Contracts Finder Find a Tender service

13.2 The Low Value Procurement Procedure

13.2.1 **If the contract is uncomplicated and is of low business risk, three written competitive quotations must be obtained.** Companies invited to quote must be assessed that they are competent to carry out the planned work, and can deliver to the required standard based on evaluation criteria defining the weighting between quality and price. Normal procedure will be to seek quotations from companies recommended by the Professional Team based on satisfactory prior experience.

13.2.2 A quotation is a written priced offer to undertake a supply or service received in response to an invitation document. Quotations are processed routinely, as opposed to the sealed bids defined by the tender route.

13.2.3 If the contract is of a complex nature or the risk is assessed as high, **then the** Medium Value Procurement Procedure must be followed.

13.3 The Medium Value Procurement Procedure

13.3.1 Legal advice may be consulted to agree the contract terms and conditions before entering into the procurement,

13.3.2 Subject to adequate budget provision having been made the following process is to be followed:

13.3.2.1 invite tenders for the execution of works, including Schedules of Rates and Prices for the supply of goods, materials or services to the Project.

13.3.2.2 enter into contracts or place orders on the Project's behalf accordingly provided that this authority shall not extend to any tender, contract or order where the original total estimated value exceeds the UK Threshold;

13.3.3 A tender is a response to a written invitation to price for a supply or service, received by a specific date, opened at an agreed time in accordance with the Guidelines.

13.3.4 The invitation to tender must be advertised in accordance with the "Medium Procurement Advertising".

13.3.5 The award of a contract is based on a tender, which is the most economically advantageous tender in accordance with the pre-determined evaluation criteria. This can include assessment on the basis of price/cost as well as other methods equivalent to value for money, which can include social and environmental requirements provided they relate to the contract.

13.4 The UK Threshold Value Procurement Procedure for High Value Contracts

- **The UK Procurement Rules apply therefore the procurement process must comply with both these Guidelines and with the PCR 2015.**

13.4.1 A brief summary of the types of tender procurement options are noted below.

- (a) Contract awards which are estimated to exceed the UK Thresholds in value or amount shall be subject to a suitability assessment.
- (b) Procurement of the supply of services, goods or materials or the execution of work shall be advertised in accordance with UK Procurement Advertising set out in Section 14 below and as appropriate for the individual procurement, a trade journal or local press may be required to allow the services market to be opened up to competition. It is recommended that procurement advice is sought from DDDC's Procurement Officer prior to issue.

13.5 Tender Procurement Options

There are five tender procurement options which may be used. In summary they are:-

Open	All suppliers who request tender documentation will be invited to submit a tender by a set date. Following evaluation the contract will be awarded to the successful bidder. The open tender procedure is normally only used where the known marketplace is limited, or where the timescale does not allow the two stage restricted tender procedure to be followed
Restricted	This is a two stage process. The first stage involves a suitability assessment where a short list of a minimum of 5 suppliers is identified. In the second stage suppliers are invited to respond to an Invitation to Tender (ITT). The contracts are awarded to the successful supplier following analysis of the ITT.
Competitive Dialogue	This is used for more complex procurements. The first stage involves a pre-qualification assessment, where a shortlist of a minimum of 3 suppliers is identified. The following stages, which allow for the reduction in the number of bidders involved in the process, include a successive series of dialogue sessions and submissions (outline solution, detailed solution, revised solution (optional) and final tender). After final tenders have been submitted limited post tender negotiations with the preferred bidder are permitted (as set out in PCR 2015 30(20) and an award is subsequently made.

Competitive Procedure with negotiation	This is multi-stage process. The first stage involves a prequalification assessment, where a shortlist of a minimum of 3 suppliers is identified. In the second stage suppliers are invited to respond to an Invitation to Tender (ITT). An award may be made based on initial tenders or open negotiations with suppliers to seek improved offers, prior to a further invitation to submit revised and/or final tenders. After the final ITT has been issued no further negotiation is allowed, except discussion to clarify or fine tune the tender. An award is subsequently made.
Negotiated Position without prior publication	In certain narrowly defined permitted circumstances the contracting authority may also award a contract using the 'negotiated procedure without prior publication'. AMC approaches one or more suppliers seeking to negotiate the terms of the contract.

14. **ADVERTISING**

14.1 The contract opportunity should be advertised in accordance with the relevant Tables in Section 13 and be based on the individual circumstances of the procurement. The methods chosen must allow the market to be opened up to competition and the impartiality of the procurement to be reviewed.

14.2 The advertisement will include details of contracts to be awarded and the award method.

15. **EVALUATION CRITERIA**

15.1 All evaluation criteria must have been determined in advance of requesting quotes or entering into the tender process. Evaluation criteria must be put into order of importance on the evaluation sheet

15.2 All criteria must relate to the subject matter of the contract, must be objectively quantifiable and non-discriminatory.

15.3 Weighting between price and non-price elements of the tender will be strongly influenced by the contract type goods or services. All contracts need to use a cost effectiveness approach to weight the importance of the non-price elements against cost to achieve the most economically advantageous balance between quality and price. Non-price elements of the evaluation criteria can include life cycle costing, equalities, business continuity, environmental and sustainability considerations.

15.4 The evaluation criteria must be published in the tender pack and the documentation should clearly explain to bidders the basis of how the decision will be made. It should be made clear how the evaluation criteria specified will be applied, the weightings to be attached to each criteria, how the criteria are divided into any sub-criteria and the weightings attached to each of those sub criteria.

15.5 For Low Value procurements the evaluation criteria will be kept simple. Companies invited to quote will be assessed that they are competent to carry out the planned work, and can deliver to the required standard based on evaluation criteria defining the weighting between quality and price and the contract awarded based on the most economically advantageous quotation.

16. OBTAINING QUOTES

Low Value Procurement Process

16.1 All contractors invited to quote must be given an adequate period in which to prepare and submit a proper quotation, consistent with the complexity of the contract requirement (typically at least one week should be allowed for submission of a quote).

16.2 All contractors invited to quote must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.

16.3 All invitations to quote shall include:

- (a) the specification detailing the Project's requirements to enable the submission of competitive offers and evaluation criteria including scoring key where applicable;
- (b) the terms and conditions proposed;
- (c) the closing date and time for the receipt of quotation and confirmation that no quotations received after that date and time will be considered

17. INVITATION TO TENDER

Medium and High Value Procurement Process

17.1 All contractors invited to tender must be given an adequate period in which to prepare and submit a proper tender, consistent with the complexity of the contract requirement (typically at least four weeks should be allowed for submission of tenders). Where the Public Contract Regulations 2015 apply the Regulations lay down specific minimum time periods for tenders.

17.2 All contractors invited to tender must be issued with the same information at the same time and subject to the same conditions. Any supplementary information must be given on the same basis.

17.3 All invitations to tender shall include:

- (a) the specification detailing the Project's requirements to enable the submission of competitive offers;
- (b) Evaluation criteria and evaluation methodology including scoring.
- (c) the proposed terms and conditions of contract that will apply ;
- (d) a requirement for tenderers to complete fully and sign or show acceptance of all tender documents;

- (e) a requirement for tenderers to declare that the content, price or any other figure or particulars concerning the tender have not been disclosed by the candidate to any other party;
- (f) a requirement that the tender shall be sent electronically using an e-tendering portal;
- (g) a statement that failure to comply with any of the foregoing requirements will render a tender liable to disqualification;
- (h) the closing date and time for the receipt of tenders and confirmation that no tenders received after that date and time will be considered
- (i) a statement that the employer shall not be liable for expenses incurred in the preparation of tenders; nor shall they be bound to accept the lowest or any tenders submitted; nor shall they have to give reasons for the rejection of any tender and shall have reserved to them the right to invite fresh tenders should they consider that course desirable.

17.4 All tenders shall be kept within the secure area of the e-tendering portal until the time appointed for their opening.

17.5 Any electronic receipt issued within the e-tendering portal will be accepted as proof of an electronic submission.

17.6 For Medium and High value procurements, legal advice shall be consulted if the contractor offers any alternative Terms and Conditions which materially change the advertised terms and conditions.

18. CLARIFICATION PROCEDURES

18.1 Clarifying an invitation to tender to potential or actual candidates or seeking clarification of a tender whether in writing or by way of a meeting is permitted, provided that any such clarification does not improve the bidding organisation's submission or provide additional information that may improve their score.

18.2 Where the circumstances so warrant the closing time and date for receipt of tenders may be postponed, for a reasonable period, provided that all persons from whom tenders have been invited are notified by the same method and that no tenders have been opened.

19. EVALUATION, AWARD OF CONTRACT, AND DEBRIEFING OF ORGANISATIONS

19.1 The evaluation of bids must be conducted in accordance with the evaluation criteria set out in the procurement documents provided to tenderers.

19.2 Appropriate financial checks should be made for those contractors invited to bid for medium or high value Goods, Works and Services.

19.3 For procurements over the UK Threshold, the evaluation team appointed to evaluate tenders received must act under the main principle of independence.. Any officer who

has any interest in the proposed contract (including any involvement in any product trials, etc.) must not be a member of the evaluation team and declare an interest as contained in Section 4.

- 19.4 If an error or discrepancy is identified on examining tender submissions, the tenderer is to be given details of such error or discrepancy and afforded an opportunity of confirming or withdrawing their tender.
- 19.5 In accordance with Regulation 57 of the Public Contract Regulations 2015, any company responding to a UK tender shall be excluded from the tender process if it or its directors have been convicted of conspiracy, corruption, bribery, fraud or money laundering, terrorist offences or offences linked to terrorist activities, Money laundering or terrorist financing, Child labour and other forms of trafficking human beings, Non payment of tax and social security contributions and any other offence within the meaning of Regulation 57.
- 19.6 Before any notification of award is provided to the bidders the final evaluation sheet must be signed off.
- 19.7 Successful and unsuccessful bidders must be notified of the outcome of a procurement process, in writing, in as soon as reasonably possible. The notification of the award decision should advise the tenderer that they are successful without formally committing to an implied form of contract. The notification should contain:-
- the award criteria
 - the score the tender obtained against those award criteria
 - the score of the winning tender achieved
 - the name of the winning tenderer
 - the relative advantages of the winning Tenderers bid
- 19.8 Tenderers should be offered a debrief, whether successful or not, to assist them in preparing future bids. Records should be made and retained of all debrief requests and responses.
- 19.9 Works must not commence on site nor should services be provided until the formal contract is executed and all terms and conditions have been agreed between the parties concerned.
- 19.10 Where procurement has been subject to the PCR 2015, there must be a standstill period of 10 days before a contract can be awarded. This is to allow an unsuccessful bidding organisation an opportunity to challenge the proposed decision to award. This period should be included in the procurement timetable before the contract can be awarded.

20. NOMINATED SUB-CONTRACTORS

- 20.1 In these Guidelines any reference to a contract shall, where appropriate, also be taken to include a nominated sub-contract.

- 20.2 Under normal circumstances the main contractor will be responsible for tendering for sub-contractors to support delivery of the Project. Should specific circumstances necessitate the Employer to nominate a sub-contractor e.g. to mitigate long lead-in times for Project supplies, after advertising any Sub Contract procurement and completing the evaluation, the main contractor will be advised of the person/organisation whose tender or quotation is, the most economically advantageous tender.
- 20.3 The terms of the Sub Contractor invitation shall require an undertaking by the tenderer that if he/she is selected he/she will be willing to enter into a contract with the main contractor on terms which indemnify the main contractor against his/her obligations under the main contract in relation to the work or goods included in the sub-contract.

21. RISK REGISTER

- 21.1 For contracts where risk is evident and for all contracts over the UK Threshold in force from time to time, a register of contracts shall be maintained by the Project

22. GUARANTEE BONDS

- 22.1 Contractor's may be required to provide a performance bond if the contract risk or circumstances require.

23. CONTRACT DOCUMENTATION

- 23.1 All contract documentation must be in writing, and identify the terms and conditions that apply.

- 23.2 Legal advice is to be sought for all contracts over £30,000, and for orders or contracts under £30,000 where standard terms may not be appropriate: for example this includes, but is not limited to:

23.2.1 Entering into licencing agreements wherein the licensor's standard terms and conditions will almost always apply e.g. licence to use Microsoft Software;

23.2.2 Contracts called off under a Framework Agreement as the Framework Agreement incorporates its own call-off contract terms;

23.2.3 Circumstances where there is a weak bargaining position e.g. entering into a contract with a utility provider; and

23.2.4 Circumstances where a bespoke form of contract is being entered into.

- 23.3 Save for the discrete circumstances noted at 23.2 above, all contracts:

23.3.1 shall expressly prohibit the contractor from transferring, assigning or sub-letting the whole or any part of the contractor's contractual obligations without prior written permission.

23.3.2 must specify that payments are to be paid in GBP.

- 23.4 Every contract which is for the carrying out of works shall require the contractor to indemnify the Employer against any claim which may be made in respect of personal injury to any person unless due to the negligence of the Employer and against any claim for damage to property of third parties due the negligence of the contractor. . The contractor shall upon demand produce satisfactory evidence that he/she is insured against any such claims to the agreed level.
- 23.5 Wherever possible, Contracts shall require goods and materials used in their execution and all workmanship to be in accordance with a specified British Standard. Only if no British Standard exists should a European or other Equivalent Standard be stated.
- 23.6 Every contract which is for the carrying out of works shall specify the work, materials, matters or things to be furnished, had or done, the price to be paid with a statement of discounts or other reductions and the time or times within which the contract is to be performed.
- 23.7 A contract for the supply of goods or materials shall provide that if a contractor fails to deliver part or all of the goods or materials within the time(s) specified the Employer may determine the contract either wholly or in part and purchase other goods or materials of the same or similar description to make good such default, or in the event of the contract being wholly determined to acquire goods or materials remaining to be delivered.
- 23.8 The contract shall also provide that the amount by which the cost of purchasing other goods or materials exceeds the corresponding amount which would have been payable to the contractor shall be recoverable from the contractor.
- 23.9 Where appropriate, a contract shall provide for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed.
- 23.10 The LCH Team will ensure any additional contract clauses required e.g. to fulfil Levelling Up Fund branding and publicity requirements are included within contracts with the main contractor.

24. SIGNING THE CONTRACT DOCUMENTATION

- 24.1 All contracts must be signed by the Employer before the contract provisions begin.
- 24.2 Where a contract is to be signed underhand, electronic signatures may not be used where statute imposes a requirement for the document to be in writing with an original signature. Examples include property transactions, transfer of securities, assignments of copyright etc.

24.3 Where the contract is to be the form of a deed, Legal advisors are to clarify the process and arrangements.

24.4 A contract must be executed as a Deed where:

- The contract is to enforced for more than six years after it ends.
- Legal advice confirms this requirement.

25. STORAGE OF CONTRACT DOCUMENTATION

25.1 Once the contract documentation has been signed and dated, the following documentation is to be stored

- Copy of Contract
- Copy of any waiver
- Copy of 3 written quotes with reasons for the decision to accept the successful quote (if applicable)
- Completion Notice
- Any formal tender documents

26. CONTRACT REGISTER

26.1 The Project will maintain a register of all orders and Contracts

27. RECORDS

27.1 Contracting authorities are required by PCR 2015 to maintain comprehensive records of procurement activities, including:-

- (a) the rationale for the procurement route taken
- (b) the officer(s) undertaking the procurement process and taking the decisions
- (c) a copy of the business case and risk assessment (where appropriate)
- (d) names of bidding organisations, both successful and unsuccessful along with copies of all tenders and suitability assessment questions
- (e) the selection decision and reasons for selection, criteria, weighting and scores
- (f) copy of the award letter and other notification letters
- (g) the contract details including the value, how this is broken down and calculated
- (h) copy of the final contract
- (i) copy of the contract review and management process including the officer responsible for on-going contract management
- (j) reasons for abandoning a procedure.

28. CONTRACT SUPERVISION, MONITORING AND REVIEW

28.1 To ensure that that each contract is performed as per the specification a suitably qualified, experienced and trained person shall be nominated as contract manager, by the LCH team. The contract manager shall be responsible for actions such as:

- (a) Regularly reviewing management information and supplier performance (as detailed in the tender and contract documentation).
- (b) Meeting with the supplier at a frequency appropriate to the contract value (but no less than annually) to discuss contract compliance, performance, service development, innovation etc.
- (c) Dealing with instances of off and non-contract spend.
- (d) Benchmarking the Contract to ensure it continues to provide Best Value for Money.
- (e) Monitoring any ongoing efficiency savings and reporting these
- (f) Monitoring that all outputs and outcomes (including social value commitments) are delivered and take appropriate action where a Supplier fails to perform.
- (g) Make recommendations about options for future procurements / extensions to the Contract

The contract manager may enlist the professional team or others (such as H&S specialists) to assist.

29. VARYING THE CONTRACT TERMS

- 29.1 Any changes to contract terms during the contract period are not permitted without prior approval of the LCH team. Legal Advice is likely to be required. Any variations must comply with these Guidelines or UK Regulations as applicable.

30. EXTENDING THE CONTRACT

- 30.1 Extensions of the contract beyond the contract period originally awarded or indicated spend are not permitted without prior consultation with the LCH team. Any extension must comply with these Guidelines or UK Procurement Regulations as applicable.
- 30.2 Following the extension of the contract, the requirements of Sections 25 and 26 above must be completed in relation to the extended contract.

31. REVIEW AND AMENDMENT OF THE GUIDELINES

- 31.1 Technical amendments may be made from time to time to ensure that these Guidelines are consistent with legislative requirements, and best practice guidance
- 31.2 A formal review and update of the Guidelines will take place at least every two years.

Annex 1 – Procurement Register :- Completed Procurements

The completed Procurements (at Jan 2024) required to deliver the Project are set out below

Levelling Up Fund Procurement Register - Completed Procurements

Grant Recipient	Ashbourne Methodist Church
Project Name	Link Community Hub
Project Reference	2.2

Status as at Feb 2024
Subject to ongoing revision

No	Contract reference or No	Value of the contract	Name of Supplier	Description of works, supplies or services provided under the contract	How was this contract procured?	Where a procurement framework has been used, please provide details of the framework used.	Who has led this procurement? If a third party please advise	How was the contract advertised?	Is there a Contract Award notice? (Insert Hyperlink to Notice)	Contract Commencement Date	Contract Completion Date	Does your organisation hold all the relevant procurement documents? (Y/N)
CA 1		£248,410.00	Allan Joyce Architects Ltd (ALA)	Architect /Lead Designer – To include Architect including Interior Designs, Principal Designer, Fire consultant, Acoustician, Landscape Architect	ITT open procedure	None	AMCD	FTS , CF	As 6.3.4, until GFA funding is in place the full Contract Award has not been made	Mar-23	Ongoing to Jul 2026 (End Defects Liability Period)	Contract Awaited
CA 2		£149,970.00	Greenwood Projects Ltd (GPL)	Project Manager, Quantity Surveyor and Contract Administrator	ITT open procedure	None	AMCD	CF	As 6.3.4, until GFA funding is in place the full Contract Award has not been made	Apr-23	Ongoing to Jul 2026 (End Defects Liability Period)	Contract Awaited
CA 3		£86,164.77	CPW - Couch Perry & Wilkes LLP	Building Engineering Services Consultant	ITT open procedure	None	GPL	CF	As 6.3.4, until GFA funding is in place the full Contract Award has not been made	Jul-23	Ongoing to Jul 2026 (End Defects Liability Period)	Contract Awaited
CA 4		£48,900.00	Ridge and Partners LLP	Civil and Structural Consultant	ITT open procedure	None	GPL	CF	As 6.3.4, until GFA funding is in place the full Contract Award has not been made	Jul-23	Ongoing to Jul 2026 (End Defects Liability Period)	Contract Awaited
CA 5		£1,030.00	York Archaeology	Archaeology Survey report	RFQ	None	GPL	None	Not reqd for RFQ	Sep-23	Oct-23	Y
CA 6		£1,195.00	TES Environmental Services Ltd	Asbestos R&D Survey report	RFQ	None	GPL	None	Not reqd for RFQ	Aug-23	Oct-23	Y
CA 7		£10,375.00	Quadrant	Building Regulations Inspection	RFQ	None	AJA	None	Not reqd for RFQ	Aug-23	Jul-25	Y
CA 8		£13,850.00	Anthony Collins	Legal (GFA work)	RFQ	None	AMC	None	Not reqd for RFQ	Feb-23	Extended from Aug 2023	Y
CA 9		£10,240.00	Sintons	Legal (Design Team and Construction Contracts)	RFQ	None	AMCD	None	Not reqd for RFQ	Jun-23	Extended from Nov 2023	Y
CA 10		£9,850.00	Anthony Collins	Legal AMC/AMCD and VAT advice	RFQ	None	AMC	None	Not reqd for RFQ	Aug-23	Extended from Nov 2023	Y
CA 11		£5,470.00	Georisk	Borehole and soakaway tests	RFQ	None	Ridge	None	Not reqd for RFQ	Sep-23	Oct-23	Y
CA 12		£850.00	Midland Survey	Drainage CCTV Survey	RFQ	None	Ridge	None	Not reqd for RFQ	Aug-23	Oct-23	Y
CA 13		£10,000.00	Rachel Hacking	Bat Worker / NE Licence Application	RFQ	None	GPL	None	Not reqd for RFQ	Feb-24	Jul-25	Y
CA 14		£4,060.00	Rachel Hacking	Ecology Management Plan/Supervision	RFQ	None	GPL	None	Not reqd for RFQ	Feb-24	Jul-25	Y

Annex 1 Cont'd

Direct Award Contracts: Any direct awards must be logged with clear justification, outlining how this contract is exempt from the general principles of advertising and tendering contract opportunities. The Grant Recipient's representative must sign and declare their approval within the procurement documentation, for any contracts to be awarded via this approach.

No	Contract reference or No	Value of Contract	Name of Supplier	Contract description	Who is awarding and managing this contract? If a third party please advise	Please provide reason for direct awarding	Contract Commencement Date	Contract End Date	Is there a Contract Award notice? (Insert Hyperlink to Notice)	Who is the contract or agreement with?	Does your organisation hold all the relevant procurement documents? (Y/N)
DA 101		£10,037.50	Alan Rashleigh & Associates Ltd	VAT Advisor	AMCD	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Apr-23	Ongoing to Jul 2026 (End Defects Liability Period)	No		Standard Waiver Form to be completed
DA102		£610.00	Hamps Valley	Arboriculture report	AMCD (Award) AJA (Managing)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Aug-23	Sep-23	No		Standard Waiver Form to be completed
DA 103		£650.00	BWB Consulting	Flood Risk update report	AMCD (Award) AJA (Managing)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Apr-23	Aug-23	No		Standard Waiver Form to be completed
DA 104		£600.00	J Wetton Consulting	Statement of Significance update	AMCD (Award) AJA (Managing)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Apr-23	Sep-23	No		Standard Waiver Form to be completed
DA 105		£16,064.00	EMEC	Ecology Survey & report (Planning Stage)	AMCD (Award) AJA (Managing)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	May-23	Oct-23	No		Standard Waiver Form to be completed
DA 106		£9,570.00	EMEC	Ecology Winter Surveys & report	AMCD (Award) AJA (Managing)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Nov-23	Apr-24	No		Standard Waiver Form to be completed
DA 107		£2,135.00	Skinner & Watson	Opening Up for Architect, Services ar	AMCD (Award)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Sep-23	Nov-23	No		Standard Waiver Form to be completed
DA 108		£2,453.00	Skinner & Watson	Trial Holes and Foundation Exposure	AMCD (Award) Ridge (Managing)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Sep-23	Nov-23	No		Standard Waiver Form to be completed
DA 109		£1,908.00	Skinner & Watson	Internal Making Good	AMCD	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Sep-23	Nov-23	No		Standard Waiver Form to be completed
DA 110		£1,380.00	Skinner & Watson	External Making Good	AMCD (Award) Ridge (Managing)	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Sep-23	Nov-23	No		Standard Waiver Form to be completed
DA 111		£1,790.00	Proactis	Public Procurement Portal For Architect and PM/QS	AMCD	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Nov-22	Feb-23	No		Standard Waiver Form to be completed
DA 112		£10,924.00	DDDC	Planning Fees	Statutory Authority		Oct-23	Oct-23	No		Standard Waiver Form to be completed

Annex 2 – Procurement Register :- Pipeline Procurements

The Planned Pipeline Procurements (at Jan 2024) required to deliver the project are set out below. The Pipeline Register includes the expected Threshold Value (TV) (As Section 13 of the Guidelines), and for Medium and High Value procurements the proposed method of Market Engagement (ME) (As Section 13.5)

As procurements are awarded, the details of the award will be added to the Completed Procurements Register in Annex 1.

Levelling Up Fund Procurement Register - Procurement Pipeline

Grant Recipient	Ashbourne Methodist Church
Project Name	Link Community Hub
Project Reference	2.2

Status as at Feb 24
Subject to ongoing revision

Annex 2: Procurement Pipeline Procurements which the Grant Recipient is planning to undertake.

No	Anticipated value of the contract	Description of goods works, or services that will be provided under the contract	Who is managing and leading this procurement? If a third party please advise	What procurement route do you intend to take (open, restricted)?	Frameworks: Is the Grant Recipient intending to use a procurement framework, if yes, which framework is intended for use and who owns the Framework (NB: the Grant Recipient must ensure frameworks are active, and have not expired)	Anticipated procurement commencement date	Anticipated contract award date	Where will the contract opportunity be advertised?	Anticipated contract completion date.
P CA1	<30k/Low	Ecology – Bat Mitigation	GPL	RFQ	N	Dec-23	Feb-24		Jul-25
P CA 2	<30k/Low	Ecology – Site Mngt Plan and non-Bat mangt	GPL	RFQ	N	Feb-24	Mar-24		Jul-25
P CA 2	<30k/Low	Contract Insurance	AMCD / GPL	RFQ	N	Apr-24	May-24		Jul-25
P CA3	<30k/Low	Buildings Insurance (increase Construction risk premium)	AMCD / GPL	RFQ	N	Apr-24	May-24		Jul-25
P CA4	~5.1m High	Main Construction Contract	GPL	ITT Competitive procedure with negotiation	N	Nov-23	May-25	CF, FTS	Jul-25
P CA5	~75k Medium	Lighting Rig/AV	AMCD / GPL	ITT open procedure	N	Mar-24	May-24	CF	Feb-25
P CA6	<30k/Low	FF&E (Multiple Packages)	AMCD / GPL	RFQ	N				
P CA7	~50k Medium	New Site Power Connection - Contestable Works	AMCD / CPW	ITT open procedure	N	Mar-24	May-24	CF	Nov-24
P CA8	<30k/Low	Asbestos Removal	AMCD / GPL	RFQ	N	Feb-24	Apr-24		Jun-24

P CA1 and P CA2 now completed and added to Annex 1

Annex 2 Cont'd

Direct Award Contracts: Any direct awards must be logged with clear justification outlining how this contract is exempt from the general principle of advertising and tendering contract opportunities. The Grant Recipient's representative must sign and declare their approval within the procurement documentation, for any contracts to be awarded via this approach.

No	Anticipated value of the contract	Contract description	Who is awarding and managing this contract. If a third party please advise	Please provide reason for direct awarding	Contract commencement date	Contract end date	Who is the contract or agreement with?	Is there a Contract Award notice? (Insert Hyperlink to Notice)
P DA 101	<30k/Low	Organ Protection and Control Upgrades	AMCD	Waiver from Guidelines to engage same organisation to provide related services (see section 7)	Apr-24	Feb-25	M C Thompson Organ Builders Ltd	N/A
P DA 102	<30k/Low	New Site Power Connection - Non Contestable Works	AMC/CPW	Statutory Authority	May-24	Nov-24	National Grid	N/A
P DA 103								
P DA 104								
P DA 105								

Annex 3 – Procurement Report – Main Construction Works Procurement Strategy

The details of the Main Procurement Strategy are



Construction Works given in the report below.

Procurement Report for Main Construction Contract Rev A For Link Community Hub Project at Ashbourne Methodist Church

13th October 2023

Contents

- 1.0 Introduction**
- 2.00 Recommendation**
- 3.00 Programme**
- 4.00 Traditional procurement**
- 5.00 Current Market Place**
- 6.00 Conclusion**

1.00 Introduction

As instructed by Ashbourne Methodist Church Developments Ltd ('the Client'), Greenwood Projects Limited were asked to consider the procurement routes available to achieve a start on site for 'The Link Community Hub' Project.

We understand that funds are now available for the production and completion of tender documentation and Technical Design RIBA Stage 4 for the construction phase.

We believe the best approach for this project is using the "Competitive Procedure with Negotiation" traditional procurement method, as per the project Procurement Guidelines.

This is multi-stage process. The first stage involves a prequalification assessment, where a shortlist of a minimum of 3 suppliers is identified. In the second stage suppliers are invited to respond to an Invitation to Tender (ITT). An award based on initial tenders may be made or open negotiations with suppliers are conducted to seek improved offers, prior to a further invitation to submit revised and/or final tenders. After the final ITT has been issued no further negotiation is allowed, except discussion to clarify or fine tune the tender. An award is subsequently made.

For this project the following information and evaluation process is proposed:

- 1st Stage: To advertise as a competitive procedure with negotiation with a PQQ (Pass/Fail) form and qualitative questions that focus on 'past' information (e.g. CVs, project experience and the like). Evaluation of these PQQs will create a shortlist of the highest scoring and compliant 4 bidders. Notifications will be issued on whether the bidders were successful or unsuccessful.
- 2nd Stage: To issue ITT pricing, programming, social value and quality scoring documents with questions focusing on project-specific issues only to those contractors that were shortlisted as a result of the 1st stage. Evaluation of price and other quality factors will be weighted 70% to price and 30% for the remainder.
- 3rd Stage (if required): Open negotiations to seek improved offers with revised ITT issued for tenderers to submit 'best and final' bids. The contract notice will indicate a staged process (reducing the number of bidders during the negotiation stage), the award criteria and notes to reserve the right to award the contract on the basis of the initial tender without negotiation.

2.00 Recommendation

This "Competitive Procedure with Negotiation" procurement route is advantageous for creating interest in the project from prospective tenderers. Firstly, it reduces the extent of initial time and resource commitment in the first stage from the only requirement being the completion of the PQQ. Secondly, at the point of the second stage tender, the successful first stage bidders are aware that they are in a limited, closed pool of anonymous tenderers during the request for the pricing and project-specific quality submissions that will require a higher time commitment. It is anticipated that this is an attractive prospect as it the bidders will be aware they are in closed competition and can manage their ITT return accordingly.

Due to the uncertain levels of inflation and the uncertain market appetite for a one-off contract such as this, the recommended procurement process gives flexibility. Initially the widest market is engaged with, and then in Stage 3 the detailed contract design and scope can be adjusted. Other procedures either limit the market or prevent any flexibility to negotiate minor adjustments.

Given the project complexity surrounding heritage requirements and many design interfaces, the Design and Build route would increase client risk profile and exposure to contractor claims for additional work and therefore time. For this reason, the Design and Build Procurement route has been discounted.

A traditional procurement route has considerable advantages for this project. In particular, it affords the design team the appropriate control measures to ensure the design complies with the requirements of listed building consents, Methodist Church Heritage requirements and public procurement, especially when working to a detailed programme.

3.00 Programme

Anticipated Programme (1st Stage):

- To 29/09/2023: Agree PQQ document and assessment criteria including Pass/Fail questions and 'past' quality questions.
- 20/10/2023: Issue of PQQ contract notice to Find a Tender Service
- 20/10/2023 to 20/11/2023: 1st Stage PQQ (Pass/Fail) tender period
- 20/11/2023 to 04/12/2023: PQQ (Pass/Fail) and quality evaluation and report
- 04/12/2023 to 06/12/2023: DDDC & Client Agreement
- 06/12/2023: Notification of Contractors Passed
- 06/12/2023 to 16/12/2023: Mandatory Standstill Period

Anticipated Programme (2nd Stage):

- 01/12/2023: RIBA Stage 4 Technical Design completion
- 29/12/2023: ITT 2nd stage documentation completion
- 05/01/2024: Tender pack review and sign off period completion
- 08/01/2024: ITT 2nd stage documentation issue
- 22/03/2024: Tender Evaluation, Recommendation and Approval
- 25/03/2024: Main Contractor award completion

The expected contract value is in excess of £4.5m excluding VAT. Therefore, with the addition of VAT, the contract value exceeds the threshold for the use of the Find a Tender (FTS) service of £5,336,937 including VAT. The tender opportunity will therefore be advertised on both FTS and Contract Finder portals.

4.00 Traditional Procurement

Traditional procurement is the most common form of procurement when working within a heritage environment, lending itself to the requirement for a detailed and thorough design that meets the needs of listed building and local planning, afforded through completing the design process prior to commencement on site. It comprises a tripartite arrangement involving a client, consultants, and contractor.

The traditional procurement route involves separating design from construction. The client first appoints consultants to design the project in detail (already completed) and to ensure cost control and inspect the construction works as they proceed.

The benefits of Traditional Procurement are as follows:

- A greater level of cost comparison between tendering parties and therefore allows the choice of the lowest price, the best quality, or the combination of both that fits the project's needs.

- A Traditional Procurement route gives the client more control over their requirements, specification, and design through the design team in the Technical Design stage. This allows the client greater control over cost and quality.
- Encourages close working relationship with the chosen design team, via the Technical Design stage, to ensure the design is comprehensive. This is an important factor with the level of complexity surrounding the heritage and community aspects of the project, but also to minimise risk of change to the established design once in contract.
- A defined route to the appointment of a Contractor can be fixed at an early stage, with dates applied. This is significant for the satisfaction of funding requirements, funders and indeed stakeholders alike.

As with any procurement route there are disadvantages. They are as follows:

- Traditional Procurement route can be Time-Consuming particularly in the pre-construction stage when developing design and tender packages. However, we believe sufficient time allowances have been allocated to the programme with this in mind.
- Traditional Procurement can mean a large initial investment for the design team by the client. This is aimed to ensure designs are fully completed prior to commencement on site.
- There is generally multiple contacts across a number of parties, consultants and design team members for the client to manage and consult with.

We would propose to use a JCT Standard Building Contract with Quantities (SBC/Q) 2016. This decision has been based on information at Stage 4 being sufficiently progressed and developed. This contract choice also allows for specialist contractor input where required, identified as a Contractor Design Portion. Some Client amendments will be required to include any subsequent requirements of the Grant Funding Agreement, and for compliance with Methodist Church Rules and Law and Charity Law.

5.00 Current Marketplace

Due to the impact of a variety of factors, for example geopolitical and national economic issues, the UK construction market is very volatile at present. There are significant inflationary and delivery issues that are affecting both the cost and the delivery of projects. We would anticipate the mitigation of these by making sensible design choices and appropriate cost allowances within the tendered documents.

6.00 Conclusion

We would advise using a competitive with negotiation procurement route for this project. The tender documentation would be supported by a detailed, quantified pricing document which would enable ease of comparison tender returns. This is a Traditional method of procurement. We also recommend utilising the JCT Standard Building Contract with Quantities (SBC/Q) 2016 with minor Client amendments. These contract terms include the flexibility of using Contractor Design Portions where necessary for specialist areas of design.

We believe that with the current development of Technical Design to RIBA Stage 4, the published tender documentation will be sufficiently developed to allow for a competitive tender price to be gained.

APPENDIX 1

Regulation 32 of PCR 2015

32. - Use of the negotiated procedure without prior publication

(1) In the specific cases and circumstances laid down in this regulation, contracting authorities may award public contracts by a negotiated procedure without prior publication.

(2) *General grounds*

The negotiated procedure without prior publication may be used for public works contracts, public supply contracts and public service contracts in any of the following cases:—

a) where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to an open procedure or a restricted procedure, provided that the initial conditions of the contract are not substantially altered and that a report is sent to the Cabinet Office if it so requests;

b) where the works, supplies or services can be supplied only by a particular economic operator for any of the following reasons:—

(i) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance,

(ii) competition is absent for technical reasons,

(iii) the protection of exclusive rights, including intellectual property rights,

but only, in the case of paragraphs (ii) and (iii), where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement;

c) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the contracting authority, the time limits for the open or restricted procedures or competitive procedures with negotiation cannot be complied with.

(3) For the purposes of paragraph (2)(a)—

a) a tender shall be considered not to be suitable where it is irrelevant to the contract, being manifestly incapable, without substantial changes, of meeting the contracting authority's needs and requirements as specified in the procurement documents;

b) a request to participate shall be considered not to be suitable where the economic operator concerned—

(i) is to be or may be excluded under regulation 57, or

(ii) does not meet the selection criteria.

(4) For the purposes of paragraph (2)(c), the circumstances invoked to justify extreme urgency must not in any event be attributable to the contracting authority.

(5) *Additional grounds relevant to public supply contracts*

The negotiated procedure without prior publication may be used for public supply contracts—

a) where the products involved are manufactured purely for the purpose of research, experimentation, study or development, but contracts awarded in reliance on this subparagraph shall not include quantity production to establish commercial viability or to recover research and development costs;

b) for additional deliveries by the original supplier which are intended either as a partial replacement of supplies or installations or as the extension of existing supplies or installations where a change of supplier would oblige the contracting authority to acquire supplies having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance;

c) for supplies quoted and purchased on a commodity market;

d) for the purchase of supplies or services on particularly advantageous terms, from either a supplier which is definitively winding up its business activities, or the liquidator in an insolvency procedure, an arrangement with creditors, or a similar procedure under national laws or regulations.

(6) In the case of paragraph (5)(b), the duration of the contract, as well as that of recurrent contracts, shall not, save in exceptional circumstances, exceed 3 years.

(7) *Additional ground relevant to public service contracts that follow a design contest*

The negotiated procedure without prior publication may be used for public service contracts where the contract concerned—

(a) follows a design contest organised in accordance with this Part, and

(b) is to be awarded, under the rules provided for in the design contest, to—

(i) the winner of the design contest, or

(ii) one of the winners of the design contest.

(8) Where paragraph (7)(b)(ii) applies, all winners must be invited to participate in the negotiation.

(9) *Additional ground relevant to new works or services which repeat similar ones*

The negotiated procedure without prior publication may be used for new works and services consisting of the repetition of similar works or services entrusted to the economic operator to which the same contracting authority awarded an original contract, provided that such works or services are in conformity with a basic project for which the original contract was awarded following a procedure in accordance with regulation 26(1) and (2).

(10) The basic project shall indicate the extent of possible additional works or services and the conditions under which they will be awarded.

(11) As soon as the first project is put up for tender, the possible use of this procedure shall be disclosed and the total estimated cost of subsequent works or services shall be taken into consideration by the contracting authority when it applies regulation 5.

(12) This procedure may be used only during the 3 years following the conclusion of the original contract.

APPENDIX 2

REGULATIONS 57 PCR 2015”

57.— Exclusion grounds: Mandatory exclusions

- (1) Contracting authorities shall exclude an economic operator from participation in a procurement procedure where they have established, by verifying in accordance with regulations 59, 60 and 61, or are otherwise aware, that that economic operator has been convicted of any of the following offences:—
- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 19771 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 19832 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime³;
 - (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 18894 or section 1 of the Prevention of Corruption Act 19064;
 - (c) the common law offence of bribery;
 - (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 19835;[...]⁶
 - (f) any offence listed—
 - (i) in section 41 of the Counter Terrorism Act 2008; or
 - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
 - (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 - (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 20027;
 - (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 19888 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 19969;
 - (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 200410;
 - (k) an offence under section 59A of the Sexual Offences Act 200311;
 - (l) an offence under section 71 of the Coroners and Justice Act 2009;[...]¹²
 - (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 199413 ; [...]¹⁴ [(ma) an offence under section 1, 2 or 4 of the Modern Slavery Act 2015; or]¹⁴
 - (n) any other offence within the meaning of [Article 57(1)(a), (b), (d), (e) or (f)]¹⁵ of the Public Contracts Directive—
 - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
 - (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.
- (2) The obligation to exclude an economic operator also applies where the person convicted is a member of the administrative, management or supervisory body of that

economic operator or has powers of representation, decision or control in the economic operator.

(3) *Mandatory and discretionary exclusions for non-payment of taxes etc*

An economic operator shall be excluded from participation in a procurement procedure where—

- (a) the contracting authority is aware that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions; and
- (b) the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom.

(4) Contracting authorities may exclude an economic operator from participation in a procurement procedure where the contracting authority can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

(5) Paragraphs (3) and (4) cease to apply when the economic operator has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

(6) *Exceptions to mandatory exclusion*

A contracting authority may disregard any of the prohibitions imposed by paragraphs (1) to (3), on an exceptional basis, for overriding reasons relating to the public interest such as public health or protection of the environment.

(7) A contracting authority may also disregard the prohibition imposed by paragraph (3) where an exclusion would be clearly disproportionate, in particular—

- (a) where only minor amounts of taxes or social security contributions are unpaid; or
- (b) where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of fulfilling its obligations in a manner described in paragraph (5) before expiration of the deadline for requesting participation or, in open procedures, the deadline for submitting its tender.

(8) *Discretionary exclusions*

Contracting authorities may exclude from participation in a procurement procedure any economic operator in any of the following situations:—

- (a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);
- (b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- (c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
- (d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
- (e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;
- (f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;
- (g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- (h) where the economic operator—
 - (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
 - (ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or
- (i) where the economic operator has—
 - (i) undertaken to—
 - (aa) unduly influence the decision-making process of the contracting authority, or
 - (bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or
 - (ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

(9) *Exclusion during procedure*

Contracting authorities shall exclude an economic operator where they become aware, at any time during a procurement procedure, that the economic operator is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to in paragraphs (1) to (3).

(10) Contracting authorities may exclude an economic operator where they become aware, at any time during a procurement procedure, that the economic operator is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to in paragraphs (4) or (8).

(11) *Duration of exclusion*

In the cases referred to in [paragraphs (1) and (2)]¹⁶, the period during which the economic operator shall (subject to paragraphs (6), (7) and (14)) be excluded is 5 years from the date of the conviction.

(12) In the [situations referred to in paragraph (8)]¹⁷, the period during which the economic operator may (subject to paragraph (14)) be excluded is 3 years from the date of the relevant event.

(13) *Self-cleaning*

Any economic operator that is in one of the situations referred to in paragraph (1) or (8) may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

(14) If the contracting authority considers such evidence to be sufficient, the economic operator concerned shall not be excluded from the procurement procedure.

(15) For that purpose, the economic operator shall prove that it has—

- (a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

(16) The measures taken by the economic operator shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

(17) Where the contracting authority considers such measures to be insufficient, the contracting authority shall give the economic operator a statement of the reasons for that decision.

APPENDIX 3

Regulations 72 PCR 2015”

72.— Modification of contracts during their term

- (1) Contracts and framework agreements may be modified without a new procurement procedure in accordance with this Part in any of the following cases:—
- (a) where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision clauses or options, provided that such clauses—
 - (i) state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and
 - (ii) do not provide for modifications or options that would alter the overall nature of the contract or the framework agreement;
 - (b) for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor—
 - (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement, and
 - (ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority,

provided that any increase in price does not exceed 50% of the value of the original contract;
 - (c) where all of the following conditions are fulfilled:—
 - (i) the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen;
 - (ii) the modification does not alter the overall nature of the contract
 - (iii) any increase in price does not exceed 50% of the value of the original contract or framework agreement.
 - (d) where a new contractor replaces the one to which the contracting authority had initially awarded the contract as a consequence of—

- (i) an unequivocal review clause or option in conformity with sub-paragraph (a), or
 - (ii) universal or partial succession into the position of the initial contractor, following corporate restructuring, including takeover, merger, acquisition or insolvency, of another economic operator that fulfils the criteria for qualitative selection initially established, provided that this does not entail other substantial modifications to the contract and is not aimed at circumventing the application of this Part;
- (e) where the modifications, irrespective of their value, are not substantial within the meaning of paragraph (8); or
- (f) where paragraph (5) applies.
- (2) Where several successive modifications are made:—
- (a) the limitations imposed by the proviso at the end of paragraph (1)(b) and by paragraph (c)(iii) shall apply to the value of each modification; and
 - (b) such successive modifications shall not be aimed at circumventing this Part.
- (3) Contracting authorities which have modified a contract in either of the cases described in paragraph (1)(b) and (c) shall [submit]² a notice to that effect, in accordance with regulation 51, for publication.
- (4) Such a notice shall contain the information set out in part G of Annex 5 to the Public Contracts Directive , but as if—
- (a) paragraph 9 (financing by EU funds) were omitted;
 - (b) in paragraph 11, "in the Official Journal of the European Union" read "on the UK e-notification service (within the meaning of the Public Contracts Regulations 2015)"; and
 - (c) in paragraph 12, "*date of dispatch*" were a reference to the date on which the notice is submitted to the UK e-notification service for the purposes of these Regulations.
- (5) This paragraph applies where the value of the modification is below both of the following values:—
- (a) the relevant threshold mentioned in regulation 5, and
 - (b) 10% of the initial contract value for service and supply contracts and 15% of the initial contract value for works contracts,

provided that the modification does not alter the overall nature of the contract or framework agreement.

(6) For the purposes of paragraph (5), where several successive modifications are made, the value shall be the net cumulative value of the successive modifications.

(7) For the purpose of the calculation of—

(a) the price mentioned in paragraph (1)(b) and (c), and

(b) the values mentioned in paragraph (5)(b),

the updated figure shall be the reference figure when the contract includes an indexation clause.

(8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:—

(a) the modification renders the contract or the framework agreement materially different in character from the one initially concluded;

(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have—

(i) allowed for the admission of other candidates than those initially selected,

(ii) allowed for the acceptance of a tender other than that originally accepted, or

(iii) attracted additional participants in the procurement procedure;

(c) the modification changes the economic balance of the contract or the framework agreement in favour of the contractor in a manner which was not provided for in the initial contract or framework agreement;

(d) the modification extends the scope of the contract or framework agreement considerably;

(e) a new contractor replaces the one to which the contracting authority had initially awarded the contract in cases other than those provided for in paragraph (1)(d).

(9) A new procurement procedure in accordance with this Part shall be required for modifications of the provisions of a public contract or a framework agreement during its term other than those provided for in this regulation.

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