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**Employers Agent for the**

**new Community Centre at**

**School Green, Shinfield**

For approval by the Shinfield Community Centre Management Committee (SCCMC)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
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|  |  |  |  |  |  |
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**Index**

|  |  |  |
| --- | --- | --- |
| **Section** | **Description** | **Page** |
| 1 | Introduction | 3 |
| 2 | Capital Funding | 4 |
| 3 | Strategic Rationale | 4 |
| 4 | Community Centre Design | 4 |
| 5 | Scope of services | 4 |
| 6 | Project Management | 5 |
| 7 | Terms of Engagement | 6 |
| Appendix |  |  |
| 1 | Business Case with list of appendices |  |
| 2 | Shinfield Community Centre Management Committee  Terms of Reference |  |
| 3 | Draft Schedule of Accommodation | 7 |
| 4 | Shinfield Parish Hall - General arrangement drawing |  |
| 5 | AOC Outline design proposal |  |

**1.0 Introduction**

**New Community Centre for Shinfield**

**Introduction**

This brief covers the provision of Employers Agent services covering the Royal Institute of British Architects (RIBA) scope of works Stages 1 to 7 for the design and construction of the Shinfield Community Centre at School Green, Shinfield, RG2 9EH.

The Employers Agent services contract will include:

* Ensuring compliance with the Construction (Design and Management) Regulations, 2015;
* Advising the Shinfield Community Centre Management Committee (SCCMC) on and implementing the most appropriate procurement arrangements and contract for the construction works.
* Providing cost advice to the SCCMC and liaising with the Principal Designer and Principal contractor to ensure value for money, completeness of scope and timely construction.
* Providing monitoring reports on progress to the SCCMC.

The full scope of works is listed in Section 7.

The Business Case and appendices for the development (Appendix 1) was approved by Shinfield Parish Council (SPC) in February 2016 and Wokingham Borough Council (WBC) in March 2016.

The Shinfield Community Centre Management Committee (SCCMC) has been formed as a partnership between SPC and WBC to manage the delivery of the new Community Centre and is responsible for all decisions related to scope and content of the facility. Terms of Reference are attached (Appendix 2).

The business case covered the development of a new 560 sqm community centre on two adjoining parcels of land based on an agreed schedule of accommodation (Appendix 3). The parcels of land are known as the Legion site which is leased by Shinfield Parish Council from the University of Reading (UoR) for 125 years until 2140 and the existing parish hall site will be owned freehold by SPC.

Under the terms of the lease with UoR SPC is required to apply for planning permission for the new building by 18th September 2018 although the university has agreed to amend this date in writing to 18th September 2019.

The proposed 560 sqm building will be in addition to the existing circa 260 sqm Shinfield Parish Hall (Appendix 4) on the SUC site. The complete business case with appendices will be available to the successful bidder.

Following a Design competition during 2018 which was managed by RIBA, and in compliance with public procurement regulations, AOC architects have been appointed in writing as Principal Designer and Lead Designer for the development. The AOC team includes architects, structural engineers and building services engineers. AOC have prepared an outline design (Appendix 5).

**2.0 Capital Funding**

The cost envelop of the scheme is defined in the business case. The development is to be funded from SPC reserves and WBC developer contributions.

Sources of capital funding:

1) Wokingham borough council Section 106 funding: £2,035,000

2) Shinfield Parish council approved use of reserves: £285,000

**Total: £2,320,000**

**3.0 Strategic Rationale**

Shinfield Parish contains the South of M4 Strategic Development Location (SDL) which is one of four development areas which provide about 80% of Wokingham Borough Council’s (WBC’s) housing supply until 2026. The South of M4 SDL and other local developments within the Parish will supply approximately 3500 new dwellings adding at least 8000 new residents to the current parish population of 11,000.

As part of the planning consents for the west of Shinfield and North of Hyde End Road/Three Mile Cross developments the land owners/developers have signed planning (Section 106) agreements which legally commit them to fund and /or deliver certain community benefits should they implement these consents.

The West of Shinfield consent, as amended in 2015, specifies the provision of 560 sq m of a community hub on the SPC/UoR land adjacent to the proposed Shinfield School Green Local Centre. The SSCMC considers the new Local Centre, community centre and existing health centre should be arranged to provide a coherent public centre to School Green.

The local centre is specified to include a 25,000 sq ft. supermarket and ancillary retail units.

**4.0 The Community Centre Building design**

As part of the RIBA managed Design Competition ACO Architects have developed a design (Appendix 5) which has been accepted by the SCCMC as the basis for the development. The design includes some space in the roof space which is additional to the specification and the costs of completing this as usable space are yet to be confirmed.

**5.0 Scope of Services**

The Employers Agent shall:

* Ensure the SCCMC comply with the Construction (Design and Management) Regulations 2015 (CDM, 2015).
* Advise the SCCMC if there is any breach of CDM, 2015 Paragraphs 11 &12 by the Principal Designer or Paragraphs 12, 13 & 14 by the Principal Contractor including compliance with Schedule 2 welfare facilities.
* Provide to the Principal Designer and Principal Contractor all relevant information held by SPC.
* Provide a cost plan and programme to the SCCMC;
* Liaise with the design team to minimize the costs of the project and offer the SCCMC options to value engineer the project.
* Advise the SCCMC on the preferred form of contract for the Project.
* Advise SCCMC on the preferred procurement arrangements for the project.
* Agree a list of bidders to be included in the Invitation to Tender (ITT).
* Recommend a bidders list for any other works excluded from the contract and / or equipping of the facility.
* Produce the ITT documents for the bid process.
* Provider a Pre-Tender Estimate.
* Manage the Tendering process including agreeing Tender opening arrangements with the SCCMC.
* Provide a Tender analysis and recommendation to SCCMC for the appointment of the main contractor.
* Prepare the Contract Documents and arrange signing by the relevant signatories.
* Ensure that the Principal Contractor prepares a Construction Phase Plan prior to the works commencing.
* Attend all Project Team Progress meetings.
* Provide SCCMC with monthly cost and progress reports for the project.
* Work with the designers and main contractor to ensure the project including fees and VAT is delivered within the approved budget.
* Provide reports with the Architect on the impact of Architects Instructions (AI’s) and Contract Variations (CV’s). Provide advice on mitigating risks to overrunning the project budget.
* Provide Certificates for Payment.
* Ensure that the client and contractor operate within the terms of the contract for payments and variations.
* Ensure the Health and Safety file is issued by the Principal Designer to SPC.
* Advise SCCMC in the event of disputes between SCCMC and the Main contractor entering formal disputes resolution procedures. This service is to be provided at an additional fee.

The budget for the project will be agreed with the Cost Consultant/Quantity Surveyor following the submission of a Pre-Tender Estimate inclusive of VAT at the prevailing rate (20% on 31st August 2016) and including all fees.

The appointment will be on a lump sum fee basis which is to include for all disbursements for all aspects of the cost Consultant /Quantity surveyor role within the project.

The Cost Consultant/ Quantity Surveyor shall provide any necessary advice to the SCCMC that ensures that the committee manages the project within the cost envelope, scope and contract.

**6.0 Project and Operational Management**

The Project Initiation Document (Appendix 11) has identified Project Management arrangements which combined with the proposal that construction procurement is managed by WBC’s property team will provide robust project controls. It is intended that the SCCMC will continue after completion of construction and handover, with altered membership, to manage the centre in longer term.

The SCCMC includes members of Shinfield Parish Council, Wokingham Borough Council (WBC), WBC officers and other stakeholders. The terms of Reference are included in the Business Case.

The SCCMC has delegated the design and construction phase to a Project Board whose members will attend Project Team meetings as required. SCCMC has appointed a Project Director for the design and construction phase. The Project Director shall be responsible for requesting variations to programme and overall budget from SCCMC.

SPC, on behalf of the SCCMC, will appoint an Employers Agent who is directly responsible to the Project Director.

SPC, on behalf of the SCCMC, has appointed AOC architects as Principal Designer and Lead Designer.

**7.0 Terms of Engagement**

The Employers Agent will be appointed under RICS Standard Terms of Engagement.

**Appendix 3: Draft Schedule of Accommodation 2 buildings**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Building** | **Quantity** | **Area each**  **sq m GIA** | **Total area sq m GIA** |
| **1** | **Office -6 people** | Either | **1** | **30.5** | **30** |
| **2** | **Meeting room** | Either | **2** | **32** | **64** |
| **3** | **Entrance Hall** | Either | **2** | **18** | **36** |
| **4** | **Meeting Rm Store** | Either | **2** | **2.25** | **4.5** |
| **5** | **Cleaners cupboard** | SPH+CC | **2** | **3.0** | **6.0** |
| **6** | **External store** | SPH | **1** | **2.7** | **2.7** |
| **7** | **Kitchen -self cook** | SPH+CC | **2** | **10** | **20** |
| **8** | **Toilets - Male** | SPH+CC | **2** | **6.3** | **13** |
| **9** | **Toilets - Female** | SPH+CC | **2** | **8.75** | **18** |
| **10** | **Toilet - Disabled** | SPH+CC | **2** | **2.5 TBC** | **5.0** |
| **11** | **Document store** | Either | **1** | **14** | **14** |
| **12** | **Hall A with movable divide to Hall B** | CC | **1** | **140** | **140** |
| **13** | **Equipment Store** | CC | **2** | **18** | **18** |
| **14** | **Hall B with movable divide to Hall A** | CC | **1** | **100** | **100** |
| **15** | **Equipment Store** | CC | **2** | **18** | **18** |
| **16** | **Hall C – Children’s Area**  **Dividable 60/40** | SPH | **1** | **100** | **100** |
| **17** | **Equipment store** | SPH | **1** | **18** | **18** |
| **18** | **Children’s WC’s** | SPH | **1** | **10** | **10** |
| **19** | **Interview room** | Either | **1** | **8** | **8** |
| **20** | **Information Desk** | CC | **1** | **4** | **4** |
| **21** | **Library** | CC | **1** | **15** | **15** |
| **22** | **Café Seating Area** | CC | **1** | **100** | **100** |
| **23** | **Kitchen/Servery Area** | CC | **1** | **20** | **20** |
| **24** | **Store** | CC | **1** | **5** | **5** |
|  | **Total area excluding circulation and plant etc.** |  |  |  | **730 SQM** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Current Shinfield Parish Hall Schedule of Accommodation - to be measured.** | | | | |
| **Item** | **Description** | **Building** | **Quantity** | **Area sq m GIA** |
| **1** | **Office -4 people** | **SPH** | **1** | **20.3** |
| **2** | **Meeting room** | **SPH** | **1** | **31.9** |
| **3** | **Entrance Hall** | **SPH** | **1** | **17.9** |
| **4** | **Meeting Rm Store** | **SPH** | **1** | **2.25** |
| **5** | **Cleaners cupboard** | **SPH** | **1** | **3.0** |
| **6** | **External store/plant room** | **SPH** | **1** | **2.7** |
| **7** | **Kitchen -self cook** | **SPH** | **1** | **9.8** |
| **8** | **Toilets - Male** | **SPH** | **1** | **6.3** |
| **9** | **Toilets - Female** | **SPH** | **1** | **8.75** |
| **10** | **Toilet - Disabled** | **SPH** | **1** | **2.5** |
| **11** | **Main Hall** | **SPH** | **1** | **121.5** |
| **12** | **Equipment store** | **SPH** | **1** | **18** |
| **13** | **Document store** | **SPH** | **1** | **13.3** |
|  | **Approximate SPH area** |  |  | **258.2** |