

## ANNEXURE 2

### Framework Scope

#### 1. General

- 1.1 The *framework scope* relates only to the Project save for special circumstances where services may be required in relation to other parts of the Programme.
- 1.2 The *Consultant* provides services to support the *Employer* in its land and property undertakings and requirements in an efficient and timely manner which delivers requirements to appropriate standards and ensures that propriety and due process are followed.
- 1.3 The framework scope is delivered through Work Packages that will be allocated in accordance with the selection procedure in Annexure 3.
- 1.4 Work Packages fall into one of four Lots, which are:
  - Lot 1: Valuation Services
  - Lot 2: Estates Services
  - Lot 3: Property Management services
  - Lot 4: Urban Regeneration/Commercial Development Advice
- 1.6 When undertaking any Work Package the *Consultant* produces all materials to support any submission to the *Employer* and to any external stakeholder, statutory body or approval authority to which the *Employer* has an obligation to consult or seek approval.
- 1.7 When undertaking any Work Package the *Consultant* ensures that the services are integrated and co-ordinated with the other services being provided for the Programme by other professional services consultants of the *Employer* or by Others. This will include suppliers providing HS2 Ltd with appropriate data and records and interfacing with HS2 Ltd's management systems and ICT systems.
- 1.8 The scope of a Work Package awarded to the *Consultant* may include a management and co-ordination role in respect of other *framework consultants* who have been awarded a related Work Package.
- 1.9 In undertaking a Work Package the *Consultant* works in a collaborative manner with the *Employer*, other consultants engaged by the *Employer* and stakeholders to the extent and in the manner described within the Package Order Scope.
- 1.10 The *Employer* may require, from time to time or for certain packages, co-location of the *Employer* and some staff of the Professional Services Consultants in the *Employer's* offices. Details of such co-location requirements will be provided within the Package Order Scope.
- 1.11 HS2 Ltd requires *Consultants* to manage the variety and scale of properties along the Phase 1 (London to Birmingham) and Phase 2 (Birmingham to Manchester and Leeds) routes.

1.12 *Consultants* may use sub-consultants where required to supplement its skills and resources.

## 2. Lot 1 Scope – Valuation Services

- 2.1 Valuations of property assets will be required in connection with the acquisition (by agreement and by compulsory purchase), and disposal of property, the management of property (for example rental valuations, rating valuations), for development appraisals (e.g. regeneration projects around HS2 station sites) and for strategic planning and management information (e.g. property cost estimates and asset valuations of the HS2 Ltd property portfolio).
- 2.2 Consequently, HS2 Ltd requires *Consultants* to be able to demonstrate a good capability and track record in undertaking property valuations for all of these requirements, including but are not limited to:
- a) Acquisition of property by compulsory purchase and including the valuation and assessment of all heads of claim, including claims for severance/injurious affection, disturbance, total extinguishment (including loss of profits) and equivalent reinstatement, and related valuation of other assets such as plant and machinery/forced sale.
  - b) Valuations for Part 1 claims under Land Compensation Act 1973.
  - c) Valuations of property assets for transfer between Government Departments, by vesting or inter Government transfer.
  - d) Valuations for rental purposes, either where HS2 Ltd rents in property (e.g. survey licences or compound sites) or leases out property, to maximise income and provide good estates management pending possession for scheme purposes.
  - e) Rating valuations and appeals.
  - f) Valuations for presentation of evidence to Parliamentary select committee or Upper Tribunal.
  - g) Property Cost Estimate for all phases of HS2, including review of plus and minus effects of engineering options on property costs, and of future disposal proceeds from property disposals.
  - h) Portfolio Asset management – red book valuation of the HS2 estate.
  - i) Analysis of the effects of HS2 on property values in a given area.
  - j) Valuations for the sale of surplus property either through Critchel Down or on the open market.
  - k) Valuations for development and regeneration purposes, particularly on a residual basis for development appraisal and negotiation of JVs and Development Agreements.
- 2.3 Valuations to the appropriate professional standards (including RICS standards) are to be provided by the *Consultant* where necessary in the provision of the Services outlined above. Customers may require independent stand- alone valuations which can take a number of forms including but not limited to:
- a) Full valuations.
  - b) Valuations in accordance with RICS Valuation – Professional Standards March 2012, capital and rental values.
  - c) Desk top valuations.

- d) Valuations based upon property information provided by the Customer, without the need for inspection – capital and rental values.

2.4 Valuations of all property types may be required, and across all geographic areas affected by HS2 Phases 1 and 2. This takes in a large part of England and includes the main urban centres of London, Birmingham, Manchester, East Midlands, Sheffield and Leeds, plus the less populated and rural areas between them. Consequently, we will be looking for general valuation experience and capacity to handle the wide scope required, but also local and niche expertise in key areas such as:

- a) Residential - urban and rural
- b) Agricultural and rural businesses
- c) Commercial – offices, industrial, retail
- d) Community, Leisure and Sports facilities
- e) Development Land
- f) Historic and Heritage property

2.5 If HS2 Ltd is interested in acquiring a property, then the *Consultant* may be required to undertake the inspection and valuation of that property for this purpose, then progress the negotiation of the settlement with the Seller, and the presentation of reports and recommendations to us. However it is possible that in some cases, HS2 Ltd may just require a valuation alone, in order to decide whether it is interested in acquiring the property, or to challenge the valuation of the Seller.

2.6 Provide performance and progress reporting to HS2 Ltd as required.

### **3. Lot 2 Scope – Estates Services**

- 3.1 The overall requirement for Lot 2 is that the *Consultant* provides estates services, property advice and strategic guidance for HS2. The *Consultant* will also carry out negotiations towards a successful conclusion for the project. The *Consultant* is to provide services to the required quality and programme constraints in order to meet the government's objectives for delivery of HS2.

The Lot 2 Work Package activities anticipated include but are not limited to:

#### **3.2 Acquisition and disposal services**

- a) The *Consultant* will provide advice and guidance covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.
- b) Following agreement with HS2 Ltd, the *Consultant* will undertake and manage negotiations through to a satisfactory conclusion for HS2 Ltd and will provide a comprehensive final report to support a recommendation on a figure for settlement.
- c) In the event that a satisfactory settlement cannot be reached, the *Consultant* will advise on the appropriate courses of action and represent HS2 Ltd in any further proceedings, where required.
- d) The *Consultant* will advise on acquisitions for a diverse range of properties including residential agricultural, retail, leisure, and large commercial businesses needed for the construction, operation and maintenance of HS2 either under compulsory purchase terms or by advance purchase under private treaty.
- e) This may include but is not limited to:
  - Acquisition and disposal of freehold and leasehold property.
  - Negotiation and settlement and taking possession of a variety of property types, development sites, occupiers and dealing with the various heads of claims.
  - Negotiation for temporary accommodation for site offices and construction work sites.
  - Settlement of compensation claims by negotiation with third parties.
  - Advising on relocation solutions.
  - Providing expert witnesses at Upper Tribunal (Lands Chamber) where compensation is disputed.
  - Land assembly strategy and implementation of the compulsory purchase orders (CPO's).
  - Securing possession of the land required and passing on to Property Management, advising on associated risks and liabilities.
  - Managing the interface with owners / occupiers affected by partial land take.

- Following agreement with HS2 Ltd, the *Consultant* will undertake and manage the marketing and disposal through to a satisfactory conclusion and will provide a comprehensive final report to support a recommendation, including any need for claw back, with advice on amounts and mechanism

### 3.3 Support services for exceptional hardship, long term hardship and safeguarding schemes

- (a) The *Consultant* will provide advice covering all aspects of the exceptional hardship scheme, long term hardship scheme and safeguarding schemes that HS2 Ltd is currently running, setting out strategies for further development and compensation for blight in line with the government position.
- (b) The *Consultant* will undertake, where required a review of the schemes that are running, and also proposed to run for future phases. The *Consultant* will provide a comprehensive final report and present the findings to support the recommendations.

### 3.4 Support CPO work

- (a) The *Consultant* will provide advice and guidance covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.
- (b) Following agreement with HS2 Ltd, the *Consultant* will undertake and manage negotiations through to a satisfactory conclusion for HS2 and will provide a comprehensive final report to support a recommendation on a figure for settlement.
- (c) In the event that a satisfactory settlement cannot be reached, the *Consultant* will advise on the appropriate courses of action and represent HS2 Ltd in any further proceedings, where required.
- (d) The *Consultant* will provide compulsory purchase advice. This may include but is not limited to:
  - Procedural and negotiation advice to compulsorily acquire land from third parties.
  - Strategic and procedural advice on property matters at all stages of the CPO process from inception through, bill deposit, parliamentary process, Royal Assent, exercise of compulsory purchase powers, negotiation, land acquisition, compensation and cases of referral to the Upper Chamber (Land Tribunal).
  - Advice and guidance on dealing with matters arising from all heads of claim under the compensation code, including claims for severance/injurious affection, disturbance, total extinguishment, (including loss of profit) and equivalent reinstatement and related other assets such as plant and machinery sale.
  - Upon receipt of notices served under statutory blight, provide advice for dealing with each case, taking account of the DfT and HS2 policy framework in this area. Provide assistance in responding to blight claims and in the service of counter notices where required..
  - In due course, CPO advice on Part 1 claims under the Land Compensation Act 1973.
  - Strategic advice on the implementation of the CPO powers.

- Advice and negotiation for the withdrawal of petitions and expert evidence and in Select Committee.
- Strategy for taking vacant possession, and for taking forceful possession of properties upon the service of notices under compulsory purchase.
- Advice where HS2 Ltd owns or occupies land which is subject to a CPO being promoted by another body. The advice will include potential objection/petition to the CPO and appearance at public inquiry, if appropriate. It will also include negotiation for the sale of land and settlement of compensation, if necessary by referral to the Upper Tribunal (Lands Chamber).

### 3.5 **Property cost estimate review and update**

- (a) The *Consultant* will provide advice and guidance covering the current property cost estimate, setting out a thorough review of the findings.
- (b) Following agreement with HS2 Ltd the *Consultant* will provide a comprehensive report and will present the findings in support of the outcomes. The *Consultant* will make recommendations for a comprehensive update setting out detailed list of the recommendations.
- (c) The *Consultant* will carry out an update of the property cost estimate to include as a minimum the following:
  - Total forecast of compensation broken down by property, heads of claim and a details of the specific and general assumptions which have been made.
  - An analysis of statutory interest due on payments.
  - The HS2 Ltd position with regard to Stamp Duty Land Tax where this is applicable.
  - Input to the annual cash flow analysis based on the HS2 programme.
  - Financial appraisals to inform the selection of route options and key issues which are essential to minimise compensation.
  - Review and analysis of construction activity and how temporary construction sites and permanent land acquisition will affect compensation liability.
  - Updates to the Property cost estimates as aspects of the scheme change in response to design development and value engineering.

### 3.6 **Valuation of residential commercial and agricultural businesses**

- (a) The *Consultant* will provide advice and guidance covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.
- (b) Following agreement with HS2 Ltd, the *Consultant* will undertake and manage negotiations through to a satisfactory conclusion for HS2 and will provide a comprehensive final report to support a recommendation on a figure for settlement.
- (c) In the event that a satisfactory settlement cannot be reached, the *Consultant* will advise on the appropriate courses of action and represent HS2 Ltd in any further proceedings, where required.

- (d) The *Consultant* will advise valuations to the appropriate Framework standards (including RICS standards). HS2 Ltd may require independent stand alone valuations which can take a number of forms including:

*Full valuations*

- In accordance with RICS Valuation – Professional Standards March 2012, capital and rental values

*Desk top*

- Based upon property information provided by the Customer, without the need for inspection – capital and rental values

*Capital Charge*

- For internal charging purposes. Valuations to be based upon current open market existing use value, alternative use value where that is greater, and apportioned between land and buildings, with an assessment of remaining economic life

*Independent 'check' valuations*

- (e) Verification of capital and rental values
- (f) Other valuation services may include but are not limited to:
- Agreeing valuations for agricultural and industrial businesses, working with experts in plant and machinery to agree the valuations.
  - Forensic accountancy advice in assessing land values, heads of claim, loss and profit.
  - Preparation of reports and valuation to support individual acquisitions and settlement of compensation.

### **3.7 Rateable value**

- (a) The *Consultant* will provide advice and guidance covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.
- (b) Following agreement with HS2 Ltd, the *Consultant* will undertake and manage negotiations through to a satisfactory conclusion for HS2 and will provide a comprehensive final report to support a recommendation on a figure for settlement.
- (c) In the event that a satisfactory settlement cannot be reached, the *Consultant* will advise on the appropriate courses of action and represent HS2 Ltd in any further proceedings, where required.
- (d) The *Consultant* will provide professional services in respect of non-domestic rating issues to include as a minimum:

*General*

- Checking rates bills for accuracy of fact and calculation.
- Providing forecasts for budgeting purposes including apportionments for lettings and estimates for new buildings.

*Baseline liabilities*



- Providing advice on baseline certificates and where appropriate challenging these to generate savings during transitional phasing.

#### *Full payment management*

- Providing a full service checking and paying HS2 Ltd rate bills, service charges, insurance and rent including general administration and baseline liability services, as above to ensure HS2 Ltd liabilities are correct and mitigated to the fullest extent without going to appeal and should include the potential initial consultation fees for compiled list and material change appeals as set out below and a proactive strategy to mitigate changes in liability arising from new buildings and alterations.

#### *Compiled list appeals*

- Providing initial advice on the likelihood of success.
- Lodging formal appeals against the rating assessment, and negotiating with the relevant body in an attempt to agree to a lower rateable value.
- Forecasting and checking rate refund calculations from the Billing Authority.
- Checking interest payment calculations issued by the Billing Authority.
- In light of any such appeals examine the baseline certificate to ascertain whether this can be challenged to produce further savings.

#### *Material change appeals*

- Material change appeals.
- Applications for void relief.
- Applications for charitable relief.
- Appropriate splits and mergers.

#### *Lands/valuation tribunal hearings*

- Advising the Customer as soon as it becomes apparent that a suitable agreement cannot be achieved through the normal appeal process.
- Recommending the most appropriate course of action to be taken and advising fully on the positive and negative implications.
- Consulting on the procurement of external assistance, for example appointing legal support.
- Professional support at Tribunals.

#### *Acquisition of statutory authority assets such as TfL & NR land*

### **3.8 Letting services**

- (a) The *Consultant* will provide a lettings services, giving advice covering all significant factors affecting lettings, setting out actions and negotiating strategies.
- (b) The *Consultant* will undertake and manage negotiations on behalf of HS2 Ltd, as landlord or tenant, through to a satisfactory conclusion and provide a comprehensive final report and support recommendations. In the event that a satisfactory conclusion

cannot be reached the *Consultant* will advise on the appropriate course of action and maybe required to represent HS2 LTD in any further proceedings, where required.

- (c) The *Consultant* will provide lettings services across the portfolio of properties, and advice on strategy in agreeing the terms of short and long terms lettings to protect the HS2 position.

### **3.9 Lease renewals, lease breaks and lease expiry**

- (a) The *Consultant* will provide a lease renewals, lease breaks and lease expiry service, giving advice covering all significant factors affecting leases, setting out actions and negotiating strategies.
- (b) The *Consultant* will undertake and manage negotiations on behalf of HS2 Ltd, as landlord or tenant, through to a satisfactory conclusion and provide a comprehensive final report and support recommendations. In the event that a satisfactory conclusion cannot be reached the *Consultant* will advise on the appropriate course of action and maybe required to represent HS2 Ltd in any further proceedings, where required.
- (c) The *Consultant* will provide lease management services across the portfolio of properties, and advice on strategy in agreeing the lease terms and course of action an imminent break or expiry to protect the HS2 Ltd's position.

### **3.10 Rent reviews**

- (a) The *Consultant* will provide a rent reviews service, giving advice covering all significant factors affecting rent reviews, setting out actions and negotiating strategies.
- (b) The *Consultant* will undertake and manage negotiations on behalf of HS2 Ltd, as landlord or tenant, through to a satisfactory conclusion and provide a comprehensive final report and support recommendations. In the event that a satisfactory conclusion cannot be reached the *Consultant* will advise on the appropriate course of action and maybe required to represent HS2 Ltd in any further proceedings, where required.
- (c) The *Consultant* will provide rent review services across the portfolio of properties, and advise on strategy in agreeing the rent review to protect the HS2 Ltd position.

### **3.11 Surveys**

- (a) On receipt of an order the *Consultant* will provide comprehensive advice to HS2 Ltd as landlord or tenant on the course of action to be taken on surveys. Advice will take account of the statutory position, the likely use of the property, the current condition and the lease provisions of the building.
- (b) The *Consultant* will provide guidance covering all significant factors and giving recommendations. The *Consultant* will provide a comprehensive final survey report giving photographic evidence, charts and presentations to support the outcome. A separate and further report may be required to support a recommendation for the way forward.
- (c) The *Consultant* may be called upon to provide advice in relation to dealing with settlement from ground works, including monitoring settlement during and after tunnelling, methods for assessment for buildings within the settlement contours, and the principles by which compensation would be assessed.

**3.12 Strategic advice, including the preparation and development of an Estate Strategy**

- (a) The *Consultant* will work with HS2 to provide appropriate strategic advice and/or develop a comprehensive estate strategy setting out the business need and justification, any existing estate options, funding options and their implications.
- (b) The *Consultants* will recommend a way forward which demonstrably represents whole life value for money. The evidence will be underpinned with full risk and benefits analysis to allow HS2 Ltd to make informed decisions.
- (c) Advice can be provided in many areas including but not limited to:
  - Land assembly
  - Asset management
  - Development appraisal
  - Planning matters
  - Relocations
  - Regeneration

**3.13 Options appraisals and business case development for proposed transactions**

- (a) The *Consultant* will provide advice and guidance covering all significant business case and appraisal development matters, setting out actions, negotiating strategies and anticipated outcomes.
- (b) Following agreement with HS2 Ltd the *Consultant* will undertake appraisals, complete the business case and manage the proposed property transaction to a satisfactory conclusion. The *Consultant* will provide a comprehensive final report and present the findings to support the transaction.
- (c) The *Consultant* will provide professional services in respect of business case development taking the following form:
  - Define the objectives, examining the options and weighing up the costs, benefits and uncertainties in order to inform the decision.
  - Objectively and systematically evaluate the best way to achieve the property transaction, exploring costs and benefits of acquiring, Evaluate the options and then compare them fully and fairly on how they would perform against the criteria.
  - Clearly present the information in a business case to support the outcomes or benefits of the proposed decision to carry out the property transaction.

**3.14 Development consultancy**

- (a) The *Consultant* will provide advice covering all significant development matters, setting out facts and negotiating strategies and anticipated outcomes.
- (b) The *Consultant* will undertake a review of the property assets to help HS2 Ltd reach the planning, strategic, economic and regeneration goals. The *Consultant* will provide a comprehensive final report and present the findings to support the recommendations.

- (c) The *Consultant* will provide professional development services for HS2 Ltd as landowner or to facilitate development and regeneration goals. The services will include but are not limited to:
- Planning and regeneration matters varying land development sites including commercial, residential and mixed use.
  - Development partner and framework selection and how this can be improved.
  - Strategic marketing for government projects and development positioning.
  - Service assurance.

**3.15 Daylighting/sunlighting/overshadowing and rights of light**

- (a) Provide advice and about daylighting/sunlighting/overshadowing where there is a potential impact. This will cover an analysis of how adjoining, properties are affected by the scheme and provide data to ensure that any residential accommodation in the scheme complies with the British Standard on Lighting.
- (b) In the case of rights of light, advice can be given when analyses are carried out to show what adjoining properties might lose light as a result of the project.

**3.16 Party wall awards**

- (a) Provide advice to HS2 Ltd where property acquisition is affected, as building owner or where notices are served on the company by an adjoining owner. Advice will be required in a timely manner so notices can be served at the right time and awards entered into as required. Detailed schedules of condition are to be prepared.
- (b) Advise on application of the Party Wall Act and the impact party wall awards would have on the overall construction programme.

**3.17 Way-leaves and easements**

- (a) Provide advice and guidance covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.
- (b) Following agreement with HS2 Ltd, the *Consultant* will undertake and manage negotiations through to a satisfactory conclusion for HS2 Ltd and will provide a comprehensive final report to support a recommendation on a figure for settlement.
- (c) In the event that a satisfactory settlement cannot be reached, the *Consultant* will advise on appropriate courses of action and represent the HS2 Ltd in any further proceedings, where required.

**3.18 General advice on estate and property management**

- (a) HS may seek advice on all aspects of estate services to support the delivery of the acquisitions workload, and the statutory, regulatory and business objectives.
- (b) This may include, but is not limited to:
- Advice and support can be provided in many areas including but not limited to:

- Advice in the development of policy papers and position statement to set the government position on property matters;
  - Property advice in support of minimising petitions against the scheme;
  - Support for HS2's community and liaison programme;
  - Provide performance and progress reports to HS2 Ltd as required;
  - Landlord and tenant issues, including landlord's consent, service charges and claims, lease breaks and lease expiries;
  - Other neighbourly matters;
  - Town and Country Planning advice;
  - Building surveying services.
- (c) The *Consultant* must be considerate of the HS2 Property Information Centre. This database is currently under procurement, however the *Consultant* must ensure that the services and systems supplied can interface and are compliant with this database and with property industry standard best practice solutions in this area.

#### 4. Lot 3 Scope – Property Management Services (PMS)

##### 4.1 Introduction

- (a) Currently properties are acquired under the Exceptional Hardship Scheme and are managed by the Highways Agency on behalf of HS2 Ltd.
- (b) From when the Secretary of State for Transport gives Directions for the Safeguarding of the route in Spring 2013 to Royal Assent (programmed for March 2015), properties will be acquired either as a result of advanced purchases through Blight notices, the long term hardship scheme or the voluntary purchase scheme.
- (c) After Royal Assent, HS2 Ltd will have CPO powers to acquire properties, but it is expected that blight notices, long term hardship and voluntary purchase applications will still be received.
- (d) It is anticipated that the majority of purchases and any subsequent lettings and disposals will be of residential properties, though there will be a significant number of agricultural and commercial interests – the latter covering a variety of property types and sizes.

##### 4.2 The PMS requirements include, but are not limited to:

- (a) Pre-acquisition Support
  - Supporting HS2 Ltd case officers in preparing for the acquisition; liaison with lawyers, engineers and other professionals. Preparing data bases to interact with HS2 data bases and record information.
- (b) Project Management , including project management of demolition work; architectural and planning services to implement new build and demolition works
  - HS2 may have to undertake new build and repair work and to demolish properties. Whilst it is anticipated that building contractors and demolition firms will be directly employed by HS2 Ltd, HS2 Ltd may require *Consultants* to access architectural and planning services to ensure that planning consent can be secured for any works, (including demolition). Thereafter the works will need to be project managed and monitored by the *Consultants*.
- (c) Facilities Management
  - “Hard” FM – arranging and managing property repairs, including those repairs to ensure the property complies with regulations.
  - “Soft” FM - residential cleaning services prior to letting/disposal or commercial cleaning services.
  - Security services for vacant properties, including regular visits/inspections, hiring of security personnel and house siting services, to prevent vandalism and squatting.

- House clearance services, supported where appropriate with auctioning of items.

(d) Inspection and condition surveys

- “Before” and “after” condition surveys for properties above or near tunnels (to cover the structure as well as general condition of the property). These surveys should record all cracks and defects before the tunnelling and engineering works begin and after they have finished. These surveys should also provide estimates of how long any repair work would take to do and at what cost.
- Condition surveys with respect to purchase, lettings, renovation, maintenance, and disposal to make an assessment of the current condition and any defects for the avoidance future claims. This should include: current condition, energy rating; where appropriate an assessment of the mechanical & electrical, plumbing, gas and heating systems; estimate of cost of any repairs and the time needed to undertake them; a priority list of repairs to bring the property up to an acceptable standard and where appropriate a planned preventative maintenance programme with whole life costings and a risk registrar.
- The surveys should include statutory obligations, including: asbestos; equality/access; and Health & Safety risks and issues. The survey should provide clear recommendations.

(e) Rent and Service Charge collection

- HS2 Ltd will have an industry standard property management data system. The *Consultants’* system shall be able to interact with the main industry standard systems. HS2 Ltd will require regular reports on income collection and performance, highlighting any areas of concern and how these will be addressed speedily.
- Rent and service charges shall be collected in a timely fashion and non payments followed up with appropriate action, (including where necessary bailiff services) rather than being allowed to drift.

(f) Inventory Checks

- Inventories (recording what furnishings and appliances are there and their condition; and the decorative condition of the property generally) will need to be undertaken pre letting, during the letting and post letting. Any structural defects or other items requiring further investigation should also be reported to HS2 Ltd.

(g) Letting services combined with property management services

(i) The Consultant will provide a lettings services, giving advice covering all significant factors affecting lettings, setting out actions and negotiating strategies.

(ii) The Consultant will undertake and manage negotiations on behalf of HS2 Ltd, as landlord or tenant, through to a satisfactory conclusion and provide a comprehensive final report and support recommendations. In the event that a satisfactory conclusion

cannot be reached the Consultant will advise on the appropriate course of action and maybe required to represent HS2 LTD in any further proceedings, where required.

(iii) The Consultant will provide lettings services across the portfolio of properties, and advice on strategy in agreeing the terms of short and long terms lettings to protect the HS2 position.

(iv) When lettings are combined with follow on property management services, the consultant in the capacity of property manager will undertake day to day management of the property, including but not limited to: arranging for inventory checks before and after lettings; arranging and overseeing repairs, cleaning and security services; collecting rent and service charges; arranging other services as required to ensure the property remains in a lettable condition.

(h) Any other related services.



## 5. Lot 4 Scope – Urban Regeneration/Commercial Development Advice

- 5.1 The overall requirement for Lot 4 is that the *Consultant* provides urban regeneration and commercial development advice and strategic guidance for HS2 Ltd. The *Consultant* will also carry out negotiations towards a successful conclusion for the HS2 project.

The Lot 4 Work Package activities anticipated include but are not limited to:

- 5.2 Regeneration/Development consultancy.
- 5.3 The *Consultant* will provide advice covering all significant development matters, setting out facts and negotiating strategies and anticipated outcomes.
- 5.4 The *Consultant* will undertake a review of the property assets to help HS2 Ltd reach the planning, strategic, economic and regeneration goals. The *Consultant* will provide a comprehensive final report and present the findings to support the recommendations.
- 5.5 The *Consultant* will provide professional development services for HS2 Ltd as landowner or to facilitate development and regeneration goals. The services may include but are not limited to:
- (a) Stakeholder/community engagement and an understanding of local/regional needs and requirements including socio economic analysis and the preparation of business cases.
  - (b) Maintain a collaborative relationship with HS2 Ltd's development partners and stakeholders involved in potential regeneration and development opportunities.
  - (c) The *Consultant* will need to interface with an industry standard best practice IT system which is being procured and not yet confirmed.
  - (d) Planning and regeneration matters/strategies, varying land development sites including commercial, residential and mixed use.
  - (e) Development consultancy, master planning and feasibility work including Section 106, 278 etc. negotiations.
  - (f) Preparation of design briefs/statements in line with HS2 Ltd's strategic requirements.
  - (g) Supporting services for design and construction analysis/monitoring.
  - (h) Environmental and Health and Safety including sustainability strategies, BREEAM and industry best practice.
  - (i) Assessment of private sector demand and market interest.
  - (j) Undertake development and viability appraisals.
  - (k) Cost consultancy including development costs, site servicing, remediation etc.
  - (l) Advice on site assembly including compulsory purchase.
  - (m) Advice on development partner procurement and selection.
  - (n) Financial modelling and advice including in relation to return on investment, scenario planning and forecasting, development mix forecasting, phasing, and the like, development consultancy advice and analysis of residual valuation/development appraisal.
  - (o) Taxation in relation to Property and Property Transactions including national and local initiatives.

- (p) Preparation of funding applications/green book appraisals to maximise other funding streams.
- (q) Advice on delivery vehicles including Joint Ventures, Joint Arrangement mechanisms and implementation strategies.
- (r) Investment strategies and business case development.
- (s) Commercial negotiations including taking the lead on all negotiations related to the proposed scheme including landowners, development partners, tenants, Local authorities, sales, etc, and provide client advice/recommendations accordingly. It may include negotiating JVs, development agreements, etc..
- (t) Any other related services.

## **6. Required Standard**

- 6.1 In undertaking a Work Package the *Consultant* achieves the standard required and produces the deliverables ("The Required Standard") stated in the Package Order Scope.
- 6.2 In undertaking a Work Package the *Consultant* complies with the *Employer's* management processes and procedures included in the Package Order Scope.