

## NOTICE OF MEETING

# CABINET MEMBER SIGNING

**Tuesday, 29th October, 2024, 10.00 am - Alexandra House 10  
Station Road N22 7TR (watch the live meeting [Here](#))**

**Members:** Councillor Sarah Williams- Cabinet Member for Housing and Planning(Deputy Leader)

### 1. **FILMING AT MEETINGS NOTICE**

Please note that this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. Members of the public participating in the meeting (e.g. making deputations, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on. By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings.

The Chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

### 2. **APOLOGIES FOR ABSENCE**

To receive any apologies for absence.

### 3. **URGENT BUSINESS**

The Chair will consider the admission of any late items of Urgent Business. (Late items of Urgent Business will be considered under the agenda item where they appear).

#### **4. DECLARATIONS OF INTEREST**

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

#### **5. AWARD OF A CONTRACT FOR THE DELIVERY OF VOIDS WORKS FOR PROPERTIES RECENTLY ACQUIRED BY THE COUNCIL THROUGH ITS ACQUISITION PROGRAMME (PAGES 1 - 30)**

#### **6. KENNETH ROBBINS HOUSE - AWARD OF CONTRACT FOR MAJOR REFURBISHMENT PROGRAMME. (PAGES 31 - 40)**

#### **7. STELLAR HOUSE - AWARD OF CONTRACT FOR MAJOR REFURBISHMENT PROGRAMME. (PAGES 41 - 52)**

#### **8. NEW ITEMS OF URGENT BUSINESS**

As per item 3.

#### **9. EXCLUSION OF THE PRESS AND PUBLIC**

Items 10-12 *are* likely to be subject to a motion to exclude the press and public be from the meeting as *they* contains exempt information as defined in Section 100a of the Local Government Act 1972 (as amended by Section 12A of the Local Government Act 1985); paras 3 and 5, namely information relating to the financial or business affairs of any particular person (including the authority holding that information) and information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.

#### **10. EXEMPT AWARD OF A CONTRACT FOR THE DELIVERY OF VOIDS WORKS FOR PROPERTIES RECENTLY ACQUIRED BY THE COUNCIL THROUGH ITS ACQUISITION PROGRAMME (PAGES 53 - 58)**

Exempt information to be considered as part of item 5.

**11. EXEMPT KENNETH ROBBINS HOUSE - AWARD OF CONTRACT FOR MAJOR REFURBISHMENT PROGRAMME (PAGES 59 - 66)**

Exempt information relating to item 6.

**12. EXEMPT STELLAR HOUSE - AWARD OF CONTRACT FOR MAJOR REFURBISHMENT PROGRAMME. (PAGES 67 - 72)**

Exempt information in relation to item 7.

**13. NEW ITEMS OF EXEMPT URGENT BUSINESS**

As per item 3.

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Monday, 21 October 2024

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**Report for:** Cabinet Member for Housing and Planning (Deputy Leader)  
**Title:** Award of a contract for the delivery of voids works for properties recently acquired by the council through its Acquisition Programme

### **Report**

**Authorised by:** Jonathan Kirby, Director of Housing and Placemaking

**Lead Officer:** Jack Goulde, Head of Housing Development

**Ward(s) affected:** All wards

### **Report for Key/**

**Non Key Decision:** Key Decision

## **1. Describe the issue under consideration**

- 1.1. This report seeks the Cabinet Member's approval to deliver important voids works to properties that have been acquired by the council for onward leasing to the Haringey Community Benefit Society (HCBS).
- 1.2. The Cabinet Member is asked, in light of a formal procurement exercise outlined in 8.1-8.3 to approve the appointment of Contractor A (further details in Appendix Two, Exempt Report), to deliver these voids works.
- 1.3. It is expected, subject to the Cabinet Member's approval, that the contract will mobilise in the autumn of 2024. The contract will run for an initial period of one year, with an option to extend.

## **2. Recommendation**

- 2.1. It is recommended that the Cabinet Member:
  - 3.1.1. Approves pursuant to the Council's Contract Standing Orders (CSO) 9.07.01d, the appointment of Bidder A (named in Appendix Two, the Exempt Report) to undertake building works as set out in Appendix One to the properties for a contract sum as set out in the exempt part of this report
  - 3.1.2. Approves the total sum set out in Appendix Two (Exempt Report).

## **3. Reasons for decisions**

- 3.1. Haringey Council is forecasting a significant expansion in the number of properties acquired for onward lease to the HCBS that will require void works.
- 3.2. Following an assessment of the available options, the council requires the works set out in Appendix One and Appendix Two (Exempt Report) to be completed for these properties to be let rapidly to Haringey residents.
- 3.3. After the conclusion of a formal procurement process, Contractor A has been

identified to deliver this contract.

#### **4. Alternative options considered**

- 4.1. The primary alternative to the proposed contract would be for the required services to be delivered by existing teams within the council. However, as noted in 3.1, the council is forecasting a significant increase in the number of properties that require void works in the next two years owing to an expansion of the council's successful acquisition programme. These voids will require rapid, specialist work to allow them to be let to Haringey residents. This is a time dependent priority given that, like most local authorities, Haringey is facing acute housing need from homeless households and a requirement to reduce the council spending on expensive private rented sector accommodation for residents who have presented as homeless (please see 5.1-5.4).
- 4.2. As a consequence, it has been concluded that existing council services would benefit from additional support from a short-term void works contract to deliver these essential works in the quick timeline required.
- 4.3. An alternative option would be to conduct a direct appointment, but this option was rejected due to the estimated contract value of the scheme and to drive value for money through competitive bidding. Instead, this contract was procured via a competitive tender through the London Construction Programme Dynamic Purchasing System and Haringey Procurement and Contract System for mini-competition, using a standard, fixed price, JCT Contract with contractor's design based upon the National Federation Scale of Rates.

#### **5. Background information**

- 5.1. Haringey Council has made delivering a new generation of genuinely affordable homes a key corporate priority. Since 2019 a total of 370 homes have been acquired for the HCBS to assist with the growing requirement to provide high quality accommodation to homeless households.
- 5.2. The council is expecting to expand its already successful acquisition programme over the course of the next two years, with a minimum of 100 properties in the next 12 months expected to be brought into use.
- 5.3. Each of the current stock of 70 homes will require void works to be completed in order that the properties reach the approved standard for lettings.
- 5.4. By providing more properties in Haringey that the council can let rapidly to Haringey tenants, this contract will contribute towards reducing the borough's expenditure on other forms of expensive accommodation, including properties in the private rented sector which come at a significant financial cost. It will also allow more families to remain inside Haringey and maintain their local community connections in our borough.
- 5.5. The specification shown in Appendix One has been prepared in consultation with the Head of Business Development and Acquisitions Managers to ensure that each of the properties is refurbished to a standard that should enable the

properties to require the minimum maintenance for a period of 10 years following completion of the works.

- 5.6. Contractor A (further details in Appendix Two: Exempt Report) has been identified to deliver these voids works.

**6. The Build Contract**

- 6.1. The selected contractor was asked to respond to a Quality Assessment based on a scale of rates set by the National Housing Federation. They responded with their proposals and a full tender analysis based on the cost consultants estimate has been provided in Appendix Two: Exempt Report (which is exempt from publication owing to the commercially sensitive nature of this information)
- 6.2. Costs were evaluated independently by the relevant project team to ensure value for money in line with current market trends.
- 6.3. The contracts are to be awarded on a discount to the scale of rates basis. They include voids works, site establishments, site enabling works, management costs and includes overheads and profits, and there is a defects and liability period of 12 months.

**7. Procurement Process**

- 7.1. The contract was tendered via the London Construction Programme: Dynamic Purchasing System. Suppliers registered with the system were invited to tender. Submissions were received from nine suppliers as detailed in Appendix Two (Exempt Report).
- 7.2. Tender submissions were checked for compliance and completeness by the strategic procurement team. Nine Bids were found to be compliant and complete and were taken forward to evaluation. Evaluation was based on price and quality.
- 7.3. The information below summarises the overall tender scores achieved by each bidder in line with the tender evaluation criteria as set out in the Invitation to tender document.
- 7.4. Although Bidder B submitted the lowest priced Tender, once the Social Value scores had been received from the independent Social Value Portal, gave the highest combined score to Bidder A in accordance with the evaluation process set out in the Invitation to Tender.

Supplier Name	Total Quality Score (40%)	Total Price Score (50%)	Social Value 10%	Total % Score (100%)	Position
<b>Bidder A</b>	<b>32.00</b>	<b>48</b>	<b>7.38</b>	<b>87.82</b>	<b>1st</b>
<b>Bidder F</b>	26.40	40	3.98	70.19	6th
<b>Bidder H</b>	19.00	38	0.00	57.32	8th

<b>Bidder G</b>	28.00	35	4.19	67.26	7th
<b>Bidder D</b>	27.00	46	2.87	75.43	4th
<b>Bidder B</b>	32.00	50	2.69	84.69	2nd
<b>Bidder E</b>	24.00	47	2.72	73.31	5th
<b>Bidder I</b>	9.00	41	0.00	50.00	9th
<b>Bidder C</b>	34.00	38	6.25	78.07	3rd

## 8. Contribution to the Corporate Delivery Plan (CDP) 2022-2024 high level

### Strategic Outcomes

- 8.1. The contract has been designed to make a significant contribution to Haringey's strategic objectives and support the delivery of key themes within the CDP.
- 8.2. **Homes for the Future:** The contract will ensure that:
- Properties within the remit of this contract will receive timely and efficient void improvement works that will ensure tenants are living in high quality and well-maintained accommodation.
  - As noted in 6.4, the bringing into use of more council run properties will contribute to the reduction in spending on costly private sector housing for homeless households as well as allowing tenants to remain part of the community in Haringey.
- 8.3. **Responding to the Climate Change Emergency:** Responding to the climate change emergency is a core part of this contract's requirements, including:
- As noted in 9.1-9.4, the contract contains specific requirements for the maintenance of high-quality technical infrastructure within the properties that are part of the remit of this contract. This includes provisions to enhance water consumption and energy efficiency.
- 8.4. **Placemaking and economy:** The contract includes an emphasis on creating new economic opportunities in the borough:
- Each of the recommended contractors has committed to providing additional social value to Haringey by the use of apprenticeships and, where possible, by utilising local supply chain procurement of labour and materials.

## 9. Carbon and Climate Change

- 9.1. This contract will ensure that all natural gas boilers installed either in HCBS properties or other homes will meet the Energy-related Product requirements,

and be installed to Part L, energy conservation of Fuel and Power requirements. EPC rated boilers provide improved energy efficiencies in relation to both the climate and assisting residents from experiencing fuel poverty based upon the rising energy costs.

- 9.2. In addition, Sure Stop isolation valves will be installed in all properties as prevent traditional isolation valves failing without a secondary method of isolation, thus resulting in water conservation as per the Water Act of 2014.
- 9.3. All gas boilers will also utilise Hotun Tundish which provide an audible tone and flashing light on the unit when the system experiences pressure failure, this cost effective solution can not only prevent damage to the boiler, property, leave residents without reliable heating or hot water, but also, forewarn residents of issues which will allow the council to inspect and rectify as require, resulting in improved appliance performance.
- 9.4. The specification for the voids works is designed to ensure that residual waste from the works is minimised and materials selected are sustainable.

## **10. Statutory Officer Comments**

### **10.1. Legal**

- 10.1.1. The Council's works requirements in this instance were below the relevant
- 10.1.2. Public Contracts Regulations of 2015, as amended (PCR15). Because of the Value of these contract the Cabinet need to approve the award of the contracts under CSO 9.07.01(d). On that basis, the Assistant Director of Legal and Governance sees no legal issue with the Cabinet/Councillor approving the award of the contract to the successful bidder(s).

### **10.2. Procurement**

- 10.2.1. Strategic Procurement (SP) note that this report relates to the approval to award a contract to Contractor A to undertake void works to properties that have been acquired by the Council. SP note that a competitive tender was launched via the LCP's Minor Works DPS. The adopted procurement is in line with Contract Standing Order (CSO) 9.04.1(b) and Regulation 34 of the Public Contract Regulations.
- 10.2.2. The Tenderers' bid submissions were evaluated in accordance with the scoring methodology contained within the published Invitation to tender document. Bid evaluation was based on price and quality and the preferred bidder's submission demonstrates value for money. SP support the recommendation to approve the award in accordance with CSO. 9.07.1 (d) and 16.02.

### **10.3. Finance**

- 10.3.1. The recommended contract award will cover the cost of delivery of voids works for properties recently acquired under the existing homes acquisition programme. The costs of these contracts will be funded from the existing homes acquisition budget/MTFS. There is cost provision within each

acquisition for bringing the unit up to lettable standard. It is expected that the cost per unit will not exceed the provisions made. Further finance comments are contained in the Exempt Report (Appendix Two).

#### **10.4. Equality Impact Assessment**

10.4.1. The council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

10.4.2. The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty. Although it is not enforced in legislation as a protected characteristic, Haringey Council treats socioeconomic status as a local protected characteristic.

10.4.3. The proposed decision relates to the Award of a contract for the delivery of voids works for properties recently acquired by the council through its acquisition programme.

10.4.4. As referenced in 5.1-5.4, this decision will increase the quality and supply of council owned properties which can be leased through HCBS to homeless households in the borough. This will have a positive impact on individuals who have presented to the council as homeless, providing these individuals or families will a safe, secure home inside Haringey which will allow them to maintain their community connections, including with their work or educational commitments.

10.4.5. Data held by the council suggests that women, young people, BAME residents (Black and Minority Ethnic), LGBTQ+ residents and individuals with mobility, health or other welfare needs are over-represented among those who present as homeless to the council. These communities will positively benefit from the proposed increase in HCBS leased properties facilitated by this contract.

10.4.6. As an organisation carrying out a public function on behalf of a public body, the Contractor will be obliged to have due regard for the need to achieve the three aims of the Public Sector Equality Duty as stated above. Appropriate contract management arrangements will be established to ensure that the delivery of the works does not result in any preventable or disproportionate inequality.

#### **11. Use of appendices**

- Appendix One – Specification of works
- Appendix Two – Exempt Report

**12. Local Government (Access to Information) Act 1985**

- 12.1. Appendix Two is NOT FOR PUBLICATION by virtue of paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 in that they contain information relating to the financial or business affairs of any particular person (including the authority holding that information).

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# Minimum Void Standard

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## Introduction

Set out below are the minimum property standards that all Properties shall meet.

Properties shall not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance.

All component parts including but not limited to boiler, kitchen units, bath, toilet and shower should be designed and fitted to last a minimum of ten years. New boilers for each property should be fitted unless instructed otherwise. Each property should be supplied with a new four ring-cooking appliance, oven with grill and a new overhead extractor fan.

The appointed contractor must have the necessary accreditation to undertake asbestos surveys i.e. UKAS. Any remediation work is to be carried out by a licensed contractor. For any asbestos that is removed a Hazardous Waste Consignment Note (HWCN) is required.

## 1. Structure

		Y	N
1.1	Visual Inspection shows internal, structure shall be watertight, in good repair and structurally sound.  Does this accommodation comply –Y/N		
1.2	Internal walls and ceilings shall be plastered with flush surfaces and free of defective and loose material.  Does this accommodation comply –Y/N		
1.3	Internal Stairs to be in good condition and structurally sound. Surface should not be loose or slippery. Handrail to be provided on one side where stairs are less than 900 mm wide and over four risers high. The height of the handrail should be between 900mm and 1000mm, which is measured from the pitch line to the top of the handrail.  Does this accommodation comply –Y/N		

1.4	<p>Joints around windows to be sealed to form a watertight junction, Glazing to be secured and not cracked, blown or broken.</p> <p>Does this accommodation comply –Y/N</p>		
1.5	<p>If applicable internal Cold-water storage cisterns, tanks etc. To be properly housed and protected and ensure ACOP L8 is followed.</p> <p>Does this accommodation comply –Y/N</p>		
1.6	<p>Flue terminals to be secure.</p> <p>Does this accommodation comply –Y/N</p>		

## 2. Natural Light and Ventilation

		Y	N
2.1	<p>All windows shall be fitted with window restrictors. As a child safety precaution windows shall be restricted to 100mm opening restriction. An override device can also be installed in case of emergency.</p> <p>Does this accommodate comply –Y/N</p>		
2.3	<p>Doors and windows must be in good working order, easy to operate and close flush with the frame.</p> <p>Does this accommodation comply –Y/N</p>		
2.4	<p>Where applicable safety glass, safety adhesive film or similar approved safety precaution is to be fitted in full height windows and doors or in panels below 1000mm above finished floor level.</p> <p>Does this accommodation comply –Y/N</p>		
2.5	<p>Balcony and store doors used other than a means of escape route shall be fitted with a keyed level deadlock.</p> <p>Does this accommodation comply –Y/N</p>		
2.6	<p>Wall or floor stops shall be provided for all doors to protect wall decorations.</p>		

	Does this accommodation comply –Y/N		
2.7	Exit doors to be fitted with simple fastening locks (door chain). Front entrance door to be fitted with a rim latch, which locks automatically when the door is closed (these can be opened from the inside without a key), and a five-lever mortice deadlock fitted about a third of the way up the door. The locks should be kite marked to British Standard BS3621.  Does this accommodation comply –Y/N		
2.8	For fire safety purposes all locks fitted to solid door(s) should be thumb turn from the inside i.e. where the door cannot be locked from the inside with a key  Does this accommodation comply –Y/N		
2.9	Three sets of keys must be provided per flat including three keys or Fobs to shared main entrance door in blocks of flats.  Does this accommodation comply –Y/N		
2.9.1	Security protection measures such as grills, hinge bolts, spy holes, and video / audio entry phone system that is PAC512 compatible where required to be fitted where appropriate and working.  Does this accommodation comply –Y/N		
2.9.2	Letterboxes where required and doorbells shall be fitted for each unit.  Does this accommodation comply –Y/N		
2.9.3	Non-mechanical ventilation system e.g. air bricks, to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living or bedrooms with external walls)  Does this accommodation comply –Y/N		
2.9.4	Ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.  Does this accommodation comply –Y/N		

2.9.5	<p>Where internal glass Fanlights are present above the door. The glass should be removed and boarded using a suitable material.</p> <p>Does this accommodation comply –Y/N</p>		
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### 3. Kitchen and Cooking Areas

		Y	N
3.1	<p>Plumbing must comply with the current relevant water authority byelaws. Stop valves must be clearly labelled and accessible.</p> <p>Does this accommodation comply –Y/N</p>		
3.2	<p>Continuous water supply shall be located within the kitchen over a suitable sink and directly from the mains.</p> <p>Does this accommodation comply –Y/N</p>		
3.3	<p>The kitchen door should be FD 30 rated with intumescent strip or smoke seal.</p> <p>Does this accommodation comply –Y/N</p>		
3.4	<p>A new four ring-cooking appliance with grill and oven should be supplied. All oven doors should be “cool doors” so they should not be hot to the touch. A new wall mounted cooker hood with three speed extraction should be installed above the cooker. The distance between the hob and extractor should be 65cm for an electric hob and 75cm for a gas hob.</p> <p>Does this accommodation comply –Y/N</p>		

3.5	<p>Where appropriate Surestop valves should be installed as an additional measure, after the primary stopcock or in a utility cupboard.</p> <p>Does this accommodation comply –Y/N</p>		
3.6	<p>Central Heating and Hot Water System must be capable of providing required volumes of heating and hot water for the property, factoring in heat loss as per building regulations Part L</p> <p>Does this accommodation comply –Y/N</p>		
3.7	<p>Kitchen shall include the following items:</p> <ul style="list-style-type: none"> <li>• Hot and cold water supplies.</li> <li>• Sink with hot and cold mixer tap and drainer.</li> <li>• New Cooker (where free standing to be level and restrained from tipping)</li> <li>• Working surfaces, arranged wherever possible between cooker and sink, at least 1.5m<sup>2</sup></li> <li>• Cooker should have 300mm of work top distance on either side.</li> <li>• Work surface to be clean with mastic sealed edges and impervious to liquid.</li> <li>• Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical Regulations.</li> <li>• Space for a washing machine should be provided along with separate fresh water intake and waste water outlet.</li> </ul> <p>Does this accommodation comply –Y/N</p>		

#### 4. Tiling to Kitchens and Bathrooms

		Y	N
4.1	<p>Tile splash backs located behind sinks, baths, worktops and basins are to be provided and sealed with mastic against water penetration.</p> <p>Does this accommodation comply –Y/N</p>		
4.2	<p>Tiling above and around the bath to be tiled to high level (tiled to ceiling level) Showers to also be tiled to high level (tiled to ceiling level).</p>		

	Does this accommodation comply –Y/N		
4.3	Existing wall tiled areas to be thoroughly cleaned and free of grease, cooking fat, dirt and other by-products.  Does this accommodation comply –Y/N		
4.4	Caulking sealant located around worktop, sink tops and sanitary ware is to be in good condition. Where sealant faulty this is to be raked out and re-sealed to prevent water penetration.  Does this accommodation comply –Y/N		

## 5. Bathrooms

		Y	N
5.1	Bathroom or toilet windows should have obscure glass or have nets/blinds supplied.  Does this accommodation comply –Y/N		
5.2	Bathrooms to have a bath and be correctly screened (including shower curtain and rail) and watertight. The same is true if a shower is in place.  Does this accommodation comply –Y/N		
5.3	Shower mixer bath taps to be installed with thermostatic mixing valves, along with shower cable and shower head with appropriate wall fixings.  Does this accommodation comply –Y/N		
5.4	Hot and cold water to be supplied to bath and shower.  Does this accommodation comply –Y/N		
5.5	Sanitary fittings including taps to be clean and in a good condition with no signs of pitting or corrosion and should operate as designed. In all cases new toilet seat and plugs to both sink and bath are to be provided.  Does this accommodation comply –Y/N		

5.6	Bathroom to be fitted appropriately with non-slip tiles or linoleum.  Does this accommodation comply –Y/N		
5.7	Accessory fittings to be provided: toilet roll holder, towel rail and mirror to be located in an easily accessible position and in good working order.  Does this accommodation comply –Y/N		
5.8	Vent-Axia Mechanised, ventilation to be provided with humidity switch or overrun linked to light switch.  Does this accommodation comply –Y/N		
5.9	Bathroom and toilet doors to be fitted with a vanity lock or barrel bolt.  Does this accommodation comply –Y/N		

## 6. Floorings and Soft Furnishings.

		Y	N
6.1	Floors to be level and even with boarding securely fixed to joists. Where required latex self levelling compound or similar to be used.  Does this accommodation comply –Y/N		
6.2	Aluminium binding strip (or similar) to be fixed between changes in floor finish.  Does this accommodation comply –Y/N		
6.3	Carpet or laminate flooring with a suitable underlay such as PU underlay or similar being essential floor covering to living room, bedrooms, lobbies, common halls and staircases.  Does this accommodation comply –Y/N		
6.4	Vinyl floor covering or non-slip tiles to kitchens, bathrooms and separate w/c compartments.  Does this accommodation comply –Y/N		

## 7. Decorative standard

		Y	N
7.1	<p>All rooms to be painted in neutral colours to a high standard using a white matt finish and where required a stain blocker should be used. The bathroom paint should also be composed of a Mildew and mould-resistant paint.</p> <p>Does this accommodation comply –Y/N</p>		
7.2	<p>Woodwork items e.g. skirting boards, frames, architraves, doors and windows etc. are to be washed down prior to new lettings, but redecorated / replaced if in poor condition.</p> <p>Does this accommodation comply –Y/N</p>		
7.3	<p>If applicable polystyrene tiles to be removed from all ceilings and walls and the walls and ceiling adequately repaired or replaced with durable material.</p> <p>Does this accommodation comply –Y/N</p>		
7.4	<p>All habitable rooms to have blinds, curtains rail or Pole that are in good condition.</p> <p>Does this accommodation comply –Y/N</p>		

## 8. Power, Heating and Lighting

		Y	N
8.1	<p>Heating, minimum requirement is a new Ideal, Logic full gas fired combi boiler serving a central heating system. Appropriate to provide adequate heating and hot water for the size of the property. To include a working convection radiator in each habitable room, including kitchen and bathroom, with TRV except where the thermostat will be located (ideally in a hall way). Radiators and pipe work to be secured to the walls. Where instructed a system boiler, might be installed. In either case a</p>		

	<p>programmable remote thermostat for the boiler should also be provided.</p> <p>A Hotun Detect will be installed. As it provides an audible tone when there is an issue with a boiler.</p> <p>Does this accommodation comply –Y/N</p>		
8.2	<p>Heating system to be fully serviced, in good condition, inspected and certified by registered Gas Safe contractor.</p> <p>Does this accommodation comply –Y/N</p>		
8.3	<p>Bolts to be fitted on storage, meter and airing cupboards. Where practical, boilers should be boxed in.</p> <p>Does this accommodation comply –Y/N</p>		
8.4	<p>British Standard 5839 Part 6 2004 Grade D, category LD3 (Fire safety in dwellings) Mains-wired carbon monoxide detectors to be fitted in each room where there is a gas appliance.</p> <p>Does this accommodation comply –Y/N</p>		
8.5	<p>Fittings: sockets and switches shall be in good condition without cracks and firmly secured to their appropriate back boxes.</p> <p>Does this accommodation comply –Y/N</p>		
8.6	<p>All lighting shall be covered and all strip lights to have shatter proof covers.</p> <p>Does this accommodation comply –Y/N</p>		
8.7	<p>Power points as a safety precaution are not to be located over and around sinks or cooker with a minimum of 600mm distance away from the tap. Any replacement or new power points should be MK Electric.</p> <p>Does this accommodation comply –Y/N</p>		
8.8	<p>Electric lighting in each room is to be of sufficient intensity and low energy light bulbs fitted.</p> <p>Does this accommodation comply –Y/N</p>		

8.9	<p>In circumstances where a full or partial electrical rewire is required the walls should be chased and made good thereafter. If a new consumer unit is required, it should comply with BS EN 61439-3 and Regulation 421.1. 201</p> <p>Does this accommodation comply –Y/N</p>																		
8.10	<p>Internal airing cupboard with slatted shelving for clothes when fitted must be provided with all electric wiring clipped back to the wall or cupboard lining.</p> <p>Does this accommodation comply –Y/N</p>																		
8.11	<p>British Standard 5839 Part 6 2004 Grade D, category LD3 (Fire safety in dwellings) Mains-wired heat detector to be fitted in the kitchen where there is a gas appliance.</p> <p>Does this accommodation comply –Y/N</p>																		
8.12	<p>British Standard 5839 Part 6 2004 Grade D, category LD3 (Fire safety in dwellings) Mains-wired smoke detector to be fitted on each storey of the premises on which there is a room used wholly or partly as living accommodation.</p> <p>Does this accommodation comply –Y/N</p>																		
8.13	<p>Separate sockets and isolation for WM/DW/Fridge/Freezer</p> <p>Does this accommodation comply –Y/N</p>																		
8.14	<p>Each property should aim to have the following number of MK, electrical sockets.</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><b>Room</b></th> <th style="text-align: left;"><b>Electrical Sockets</b></th> </tr> </thead> <tbody> <tr> <td>• Living Room</td> <td>3x Twin sockets</td> </tr> <tr> <td>• Dining Room</td> <td>2x Twin sockets</td> </tr> <tr> <td>• Single Bedroom</td> <td>2x Twin sockets</td> </tr> <tr> <td>• Double Bedroom</td> <td>3x Twin sockets</td> </tr> <tr> <td>• Kitchen</td> <td>3x Twin sockets, (1 of which should include a USB outlet)</td> </tr> <tr> <td>• 1x Cooker switch and outlet,</td> <td></td> </tr> <tr> <td>• 1x washing machine spur and single socket outlet</td> <td></td> </tr> </tbody> </table>	<b>Room</b>	<b>Electrical Sockets</b>	• Living Room	3x Twin sockets	• Dining Room	2x Twin sockets	• Single Bedroom	2x Twin sockets	• Double Bedroom	3x Twin sockets	• Kitchen	3x Twin sockets, (1 of which should include a USB outlet)	• 1x Cooker switch and outlet,		• 1x washing machine spur and single socket outlet			
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## 9. Meters

		Y	N
9.1	Meters should be either standard meter, smart meter or key meter. If key meter, a credit should be applied to both gas and electric meters at time of letting.  Does this accommodation comply –Y/N		

## 10. External Works, Boundaries and Fencing

		Y	N
10.1	Boundaries of the property must be clearly defined and protected by walling or fencing including lockable rear access entrances where provided. Walling or fencing to be well maintained and replaced with like for like material or better if defective.  Does this accommodation comply –Y/N		
10.2	Garden to be well maintained with vegetation to be cutback. No ponds or greenhouses should be left in the garden.  Does this accommodation comply –Y/N		
10.3	All external woodwork, including door and window frames to be in good order and weatherproof.  Does this accommodation comply –Y/N		
10.4	If within the boundary of the property, access covers over manholes and service ducts to be flush with pavement and of no danger to pedestrians.  Does this accommodation comply –Y/N		
10.5	Any Balconies, yards and paths should have an even surface and not present a trip hazard. Where the surface is damaged it should be replaced with like for like or better.		

	For exterior balconies, roofs or terraced areas. The required balcony height is 1.1 meters (1100mm) from where you can stand to the top of the handrail.  Does this accommodation comply –Y/N		
10.6	All properties to have a door number.  Does this accommodation comply –Y/N		
10.7	All properties to have a working door bell.  Does this accommodation comply –Y/N		

## 11. Security

		Y	N
11.1	All external doors to be fixed with a latch and dead-lock as minimum.  Does this accommodation comply –Y/N		
11.2	In blocks a 2 way video / audio entry phone system with lock release is required  Does this accommodation comply –Y/N		

## 12. Asbestos

		Y	N
12.1	Asbestos management survey to be undertaken. The Survey must locate and identify all ACM <b>BEFORE</b> works start. The purpose of the survey is to identify any ACM and ensure that where ACM is present it does not pose a health risk to either the operatives undertaking works or future tenants.  Does this accommodation comply –Y/N		
12.2	If Asbestos is found any damaged asbestos material that is likely to become further damaged should be removed. If appropriate to do so asbestos material should be Encapsulated.		

	Does this accommodation comply –Y/N		
12.3	A copy of the Asbestos management survey is to be provided at property handover.  Does this accommodation comply –Y/N		

### 13. Energy Performance Certificate

An new Energy Performance Certificate (or EPC) is required for every property It is the responsibility of the Landlord to have a valid EPC to show to prospective tenants. The EPC must be given to the eventual tenant. The property should aim to have an EPC rating of D or above and no lower than E. If An EPC is not in date or not present an EPC should be undertaken and provided at handover.

		Y	N
a	Does the accommodation have a valid EPC ?		
b	What is the rating?		

### 14. Electrical Safety Inspections

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 came into force on 1 June 2020 and apply to all tenancies created on or after that date in England from 1 July 2020.

An electrical certificate or Electrical Installation Condition Report (EICR) with no faults. Is required as part of the hand over of all properties.

		Y	N
14.1	Electrical Installation Condition Report (EICR)  Valid Certificate provided Y/N		
14.2	For electrical works and where applicable the Building Regulations Certificate should be provided  Valid Certificate provided Y/N	Y	N

## 15. Gas Safety Certificate (CP12)

The CP12 Certificate also known as the Landlord's Gas Safety Certificate. Is a legal requirement all properties should be handed over with a valid Cert showing no faults.

		Y	N
15.1	CP12  Valid Certificate provided Y/N		
15.2	If a new boiler is installed the Building Regulations Certificate should be provided  Valid Certificate provided Y/N	Y	N

## 16. Warranties

		Y	N
16.1	Where new gas or electrical appliances have been provided. All guarantees and warranties should be provided. To include but not limited to.  <ul style="list-style-type: none"> <li>• Electric Cooker</li> <li>• Boiler</li> <li>• Kitchen Extractor Fan</li> <li>• Fridge Freezer</li> <li>• Washing Machine</li> </ul> Valid Certificate provided Y/N		

## 17. Furniture and Appliances

Depending on the end use of the property. The Councils officer may instruct the installation of the following items which the appointed contractor should be able to provide.

		Y	N
17.1	<ul style="list-style-type: none"> <li>• Fridge Freezer – Indesit LI6 S2E W UK 70/30 Fridge Freezer - White Including Portable Appliance Testing (PAT)</li> </ul>		

	<ul style="list-style-type: none"> <li>• Indesit Ecotime IWDC 65125 UK N Washer Dryer - 6kg Wash 5kg Dry White Including Portable Appliance Testing (PAT)</li> <li>• Kitchen Table</li> <li>• Kitchen Chairs</li> <li>• Free standing wardrobe</li> <li>• Freestanding dresser table</li> <li>• Low level coffee table</li> <li>• Single bed frame</li> <li>• Double Bedframe</li> <li>• Single Bed Head Rest</li> <li>• Double Bed Head Rest</li> <li>• Curtains</li> </ul> <p>The following should all comply with The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989, 1993 and 2010) and be supplied with fire safety label attached.</p> <ul style="list-style-type: none"> <li>• Single armchair</li> <li>• Two, seater sofa</li> <li>• Three, seater sofa</li> <li>• Single Bed Mattress</li> <li>• Double Bed Mattress</li> </ul>		
Valid Certificate provided Y/N			

## 18. Preferred Manufacturer and Products to be Used.

18.1	<b>Equipment/Materials</b>	<b>Manufacturer</b>	<b>Model/Ref</b>
	Electrical sockets	MK	Logic Plus
	Light Switches	MK	Logic Plus
	Electric Shower	Triton	T80
	Bathroom deck mixer tap	Ideal Standard	Cerafine bath / shower mixer
	Bathroom basin mixer tap	Ideal Standard	Cerafine O single lever mixer tap
	Shower control (shower rooms only)	Ideal Standard	Ceratherm t25 wall mounted controller with shower hose, head and rail
	Gas Boiler	Ideal	Logic* *boiler sized (Kw) appropriately to home
	Hotun Safety Device Boiler	RA Tech	Hotun Detect
	Carbon Monoxide Alarm	AICO	

	Fire/Smoke/Heat Sensors	AICO	
	Paint	Dulux/Crown	White matt emulsion to non-wet areas. Moisture and mould resistant white eggshell to wet areas
	Kitchen units	To Employer's Approval	Howdens – Greenwich range Premiere – Senator range
	Kitchen worktops	As kitchen manufacturer	38mm laminate post-formed worktop – colour to Employer's approval
	Kitchen sink	To Employer's approval	Stainless steel single bowl with drainer
	Kitchen sink tap	To Employer's approval	High-arc swan neck single pillar mixer tap
	Grout	Mapei	Mould and mildew resistant
	Ventilation	Vent-Axia	
	Door entry handset	To Employer's Approval	Compatible with existing door entry panel system
	Washing Machine	Indesit	Ecotime IWDC 65125 UK N Washer Dryer - 6kg Wash 5kg Dry White
	Fridge Freezer	Indesit	LI6 S2E W UK 70/30 Fridge Freezer - White

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**Equality Impact Assessment Screening Tool**

1	Lead officer contact details: Jack Goulde			
2	Date: 6/8/24			
3	Summary of the proposal: Award of a contract for the delivery of voids works for properties recently acquired by the Council through its Acquisition Programme			
	<b>Response to Screening Questions</b>	<b>Yes</b>	<b>No</b>	<b>Please explain your answer.</b>
<b>a) Type of proposal</b>				
4.	Is this a new proposal or a significant change to a policy or service, including commissioned service?		x	<p>As noted in the draft cabinet member signing paper:</p> <p><i>This report seeks the Cabinet Member's approval to deliver important voids works to properties that have been acquired by the council for onward leasing to the Haringey Community Benefit Society and other residential buildings (including homes on the Love Lane estate and four, former school caretaker's houses owned by Haringey Council) to bring these properties up to the approved</i></p> <p><i>The Council is forecasting an expansion in this programme in the next two years, with a minimum of 100 properties alone expected to be acquired over the course of the next 12 months. These properties will require comprehensive void works to ensure they are able to be let rapidly to Haringey residents.</i></p>

				<p><i>It is recommended that the borough commission a short-term, two-year voids contract aimed at completing this essential work.</i></p> <p>As a consequence this is a contract designed to expand the Council's ability to deliver an existing service – voids works – on a short term basis only.</p>
5.	Does the proposal remove, reduce or alter a service or policy?		X	Service scope and delivery of contracts will remain the same as in place currently: as noted above this is an expansion of capacity to an existing service.
6.	Will there be a restructure or significant changes in staffing arrangements? Please see the restructure pages for guidance for <a href="#">restructure Eq/As</a> .		X	No, the contract will be managed by existing staff, overall sitting under the current Head of Aftercare, Sales and Strategic Engagement with operational management conducted by the Technical Services Manager within this team.
7.	If the service or policy is not changing, have there been any known equality issues or concerns with current provision. For example, cases of discrimination or failure to tackle inequalities in outcomes in the past?		X	No: as noted above this is an expansion of capacity for an existing service.
<b>b) Known inequalities</b>				
8.	Could the proposal disproportionately impact on any particular communities, disadvantaged or vulnerable residents?		X	No – there will be no negative impacts on the groups listed, in fact, as noted in the draft cabinet member signing paper, the paper is designed to bring back into use properties that are let to residents in primarily homeless households: these residents who do suffer clear inequalities from their living circumstances will in fact benefit from this contract:

				<p><i>By providing more properties in Haringey that the council can let rapidly to Haringey tenants, this contract will contribute towards reducing the borough's expenditure on other forms of expensive accommodation, including properties in the private rented sector which come at a significant financial cost. It will also allow more families to remain inside Haringey and maintain their local community connections in our borough.</i></p>
9.	<p>Is the service targeted towards particular disadvantaged or vulnerable residents?</p> <p><i>This can be a service specifically for a group, such as services for people with Learning Disabilities. It can also be a universal service but has specific measures to tackle inequalities, such as encouraging men to take up substance misuse services.</i></p>		X	<p>No, however, please note the above section about the positive benefits of the contract outcomes.</p>
10.	<p>Are there any known inequalities? For example, particular groups are not currently accessing services that they need or are more likely to suffer inequalities in outcomes, such as health outcomes.</p>		X	<p>No there are not any known inequalities.</p>
11	<p>If you have answered yes to at least one question in both sections a) and b), Please complete an EqIA.</p>			<p>N/A</p>

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**Report for:** Cabinet Member Signing – The Cabinet Member for Housing and Planning

**Title:** Kenneth Robbins House – Award of Contract for Major Refurbishment Programme

**Report authorised by:** Jonathan Kirby – Director of Placemaking & Housing.

**Lead Officer:** Christian Carlisle – Assistant Director of Asset Management

**Ward(s) affected:** Northumberland Park

**Report for Key/  
Non-Key Decision:** Key Decision

**1. Describe the issue under consideration.**

- 1.1. In line with Contract Standing Order (CSO) 16.02, this report seeks approval from the Cabinet Member for Housing and Planning to award a contract for the major refurbishment programme at Kenneth Robbins House.
- 1.2. The works to Kenneth Robbins House includes the replacement of flat entrance doors, fire doors to communal stairwells, emergency lighting, replacement of windows to dwellings and communal areas, replacement of soil and vent pipes, renewal of lateral mains and other external and communal building fabric repairs and redecorations to include the application of fire rated coatings to all previously painted elements.

**2. Cabinet Member Introduction**

Not applicable.

**3. Recommendations**

That the Cabinet Member for Housing and Planning:

- 3.1. In line with Contract Standing Order (CSO) 16.02, approve the award of contract to Tenderer A (as set out in Appendix A), to a total value of £8,412,853.64.
- 3.2. Issue a Letter of Intent to the contractor for a value of no more than £100k. The Letter of Intent will enable the contractor to place an order with their supply chain to enable the programme to be met.

**4. Reasons for decision**

- 4.1. The works to Kenneth Robbins House have been identified following a RIBA Stage 1-3 Report produced by Ridge and Partners in 2020, and a range of surveys carried out over the past 3-5 years. The surveys were commissioned to assess the performance of the structural fabric, the building's compliance with current health and safety and fire regulations, the condition of services such as internal drainage and electrical components, and the general condition of decorations to the external and communal parts.
- 4.2. The surveys revealed that significant works are required to ensure the building complies with current fire safety and Building Regulations. The surveys also highlighted a need to address the ongoing leaks throughout the block, and suggested the renewal of the internal soil stacks and associated drainage connects. Other works were identified such as the replacement of windows, external fabric / structural repairs, electrical upgrade, and decorations to the external and communal parts.

## **5. Alternative options considered.**

- 5.1. Do nothing is not an option as the surveys revealed essential works to ensure compliance with current fire safety and building regulations. The surveys also revealed significant works which will not only prolong the life of the building by replacing key elements but will also provide a safe and healthy environment for the residents.
- 5.2. The only option available to the Council is to combine the essential works under a single project, procure a suitable contractor and deliver in accordance with the outline budget and programme.

## **6. Background information**

- 6.1. Kenneth Robbins House is a residential purpose-built 17 storey block on the Northumberland Park Estate in North Tottenham. There are 128 self-contained units, of which 64 are 1-bedroom and 64 are 2-bedroom apartments.
- 6.2. There are two community facilities located on the ground floor of the block. The Eric Allin Community Centre is located to the front of the block, and Project 2020 is accessed from the rear.
- 6.3. Haringey commissioned Ridge and Partners to prepare a RIBA Stage 1-3 Report to review, comment and make recommendations for major works to the block. The study referred to surveys carried out over the past 3-5 years such as FRA Type 4, drainage, structural and mechanical and electrical surveys.
- 6.4. The report concluded that major works are required to the block. In response to this, Haringey commissioned Baily Garner in September 2022 via the SEC (South East Consortium) Framework to act as multi-disciplinary consultants. The role of Baily Garner would be to provide Employer's Agent, Contract Administration, Cost Consultant and Principal Designer services for the delivery of the major works programme to Kenneth Robbins House. The fees charged for these services have been calculated based on the agreed percentages under the

terms of the SEC (South East Consortium) Framework. Details of the fees are shown in Appendix A.

- 6.5. To support Baily Garner in their commission and to assist in developing the scope of works for the major works programme, they were provided with the surveys and studies carried out by Ridge and Partners. It was agreed that Baily Garner would carry out further surveys such as commissioning a fire engineer, a mechanical and electrical consultant and carry out a detailed structural survey of the external concrete and masonry elements. The structural survey was designed to capture all matters related to structural fire safety, and to feed into the information required to ensure all external treatments comply with current fire safety regulations.
- 6.6. The scope of works was developed through consultation with internal and external stakeholders. Formal consultant was held with Building Safety, M&E, Safer Estate for cctv and security, ASB – Community Safety, Building Control and Planning, and external voluntary groups who use the community centre for offering services to the community.
- 6.7. The final scope of works was agreed November 2023 and distributed to key stakeholders for comment prior to tender documents being prepared to invite contractors to bid for the works. Prior to inviting contractors to bid, the Council fulfilled its obligations in line with the requirements of Section 20 of the Landlord and Tenants Act 1985 as detailed below.
- 6.8. The council's standard right to buy lease provides for a proportionate part of the costs of the major works programme to Kenneth Robbins House of which the flats form part to be recharged to leaseholders. There are 18 flats occupied by leaseholders affected by these works.
- 6.9. Leasehold consultation was undertaken and concluded in line with the requirements of Section 20 of the Landlord and Tenants Act 1985. An initial Notice of Intent was issued on 28 November 2022 to the leasehold flats affected, and no observations or nominations were received.
- 6.10. Notice of estimates were issued on 23 August 2024 to the leasehold flats affected. The period for providing observations in response expired on 25 September 2024.
- 6.11. The Council received one collective observation from 5 leaseholders. The observation has been responded to and the response is summarised in Appendix B.
- 6.12. The total amount rechargeable to leaseholders is estimated at £660,998.64, with an average leaseholder charge of £34,789.40.
- 6.13. The above figures reflect the restrictions placed upon the Council under Part 5 of the Building Safety Act 2022 ("the Act"). Part 5 of the Act contains a number of complex provisions which prevent or limit the Council's ability to recover service

charges from its leaseholders (“tenants”) where it undertakes works to remedy “**relevant defects**” in “**relevant buildings**”.

- 6.14. Following completion of the design process and the final scope of works being agreed, a specification of works and tender documents were written. The tender was published on the London Construction Programme (LCP) Dynamic Purchasing System (DPS) on 29 January 2024 by a Haringey Council Procurement Officer.
- 6.15. Completion of the specification and drafting of the contract documents was carried out with support from our Strategic Procurement partners - who also managed the tender process.
- 6.16. Tenders were invited on 29 January 2024 and based on 50% quality, 10% social value and 40% cost. The quality assessment included an evaluation of the bidders’ technical ability, experience of similar projects, approach to resident liaison, management of design and collaboration with the design team, programming, quality and risk management, cost and quality control, and the management of the process involved in securing Building Safety Regulator Approval for the project.
- 6.17. The quality assessment also had a series of due diligence questions relating to minimum turnover i.e., bidders need to show they have a turnover of no less than 1x2 the contract value, along with a minimum Delphi Score of 51 or higher. Bidders also need to provide evidence having adequate levels of insurance as set-out in the Invitation to Tender.
- 6.18. Tenders were received from 11 bidders on 08 April 2024. Baily Garner began analysis of the bids on 09 April 2024 and issued the final tender report – Rev C dated 11 June 2024.
- 6.19. The tender report included a detailed analysis of the financial bids of each contractor. This process was managed by Baily Garner with support from Haringey’s Commercial Manager.
- 6.20. The quality scores were evaluated with support from Baily Garner and Haringey’s Senior Project and Regeneration Managers. The moderation was managed by Haringey’s Strategic Procurement Officer and the final scores were sent to Baily Garner to incorporate into the tender report.
- 6.21. Baily Garner issued clarifications to all bidders during the tender analysis period. These covered matters such as bidders being asked to confirm their prelims and overheads and profits, and formalising other priced items.
- 6.22. Following final clarifications and the review of the quality and priced elements, the table below sets out the final rankings for the 11 bids received.

Tenderer	Tender Price	Cost (40%)	Quality (50%)	Social Value (10%)	Total Score
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A	£8,412,853.64	37.00	40.50	8.08	85.58
B	£8,451,449.78	36.72	37.50	8.41	82.63
C	£8,778,732.88	36.10	40.00	6.47	82.57
D	£9,172,332.74	34.66	35.50	8.50	78.66
E	£8,700,312.55	36.01	31.00	7.05	74.06
F	£7,799,956.77	38.08	32.50	6.87	77.45
G	£8,042,333.96	38.79	27.50	6.76	73.05
H	Non-Compliant Bid	-	-	-	-
I	Non-Compliant Bid	-	-	-	-
J	Non-Compliant Bid	-	-	-	-
K	Failed Credit Score	-	-	-	-

- 6.23. Bidders H-K either failed to achieve the minimum quality score of 3 for Experience, Health and Safety and Resident Engagement, or they may have failed to achieve the minimum Delphi credit score of 51. Therefore, they were withdrawn from the process.
- 6.24. Following completion of the tender exercise to procure a suitably qualified and experienced contractor to deliver the major works programme to Kenneth Robbins House, it is recommended that Tenderer A is awarded the contract in the sum of £8,412,853.64.
- 6.24.1 Tenderer A scored 8.08% out of 10% for social value. As part of the tender invitation, they were invited to set-out their delivery plan, targets for achieving social value, and their monitoring processes for ensuring their commitments and benefits to the project and wider community are met. Tenderer A's financial social value commitment is shown in Appendix A.
- 6.25. It should be noted that this is not the first attempt to secure a suitably qualified contractor to carry out the major works to Kenneth Robbins House. A previous procurement exercise managed by Strategic Procurement and Asset Management was commissioned via the LPC Framework – Lot 1.2 Pan London £5m-£10m category.
- 6.26. There are seven contractors on Lot 1.2, and all were invited to submit tenders for the works. Only 1 compliant bid was received, and the general quality of the other bids were considered less than what is expected for the value and complexity of the project. For this reason, it was agreed between the teams that the project should be procured as an open tender via the DPS (Dynamic Purchasing System). This approach was considered the best option, because the tender would reach a wider audience, and allow for a series of pre-qualification questions concentrated around turnover, health and safety and resident engagement. It was felt that this would ultimately result in more competitive and better-quality bids.
- 6.27. The success of this approach can be seen in the number of tender returns, and the effectiveness of the due diligence questions which enabled the team to disqualify bidders who could not demonstrate a clear ability to manage and deliver the works.
- 6.28. The projected spend profile is shown in the following table. The project will be funded from Asset Management's Capital Works Programme. Funding will

accommodate all works executed on the project and will extend over 3 financial years from 24/25 to 26/27 as shown in the table below.

<b>Description</b>	<b>Year 1 (24/25) £'000</b>	<b>Year 2 (25/26) £'000</b>	<b>Year 3 (26/27) £'000</b>
Kenneth Robbins Hse – Major Works Programme	£1700	£6502	£210.853

## **7. Contribution to strategic outcomes**

- 7.1. This project will help to theme 5 of the Corporate Delivery Plan, A borough where everyone has a safe, sustainable, stable, and affordable home.

## **8. Carbon and Climate Change**

- 8.1 Haringey Council made a commitment to be a Net Zero Carbon Borough by 2041. The Major Works Programme to Kenneth Robbins House will help to achieve this by firstly reviewing the scope of works with the appointed consultants to determine what measures can be incorporated into the programme that will assist the Borough in its aspirations for Net Zero Carbon by 2041.
- 8.2 The project team noted that the main element of work that will impact on reduced carbon is the replacement of windows including spandrel panels and doors to balconies and communal areas. These elements have been carefully selected to ensure they meet the minimum requirements as set-out in Approved Document L of the Building Regulations. Other elements such as lighting to communal and external areas have been selected to reduce energy consumption and extend the time-period between maintenance cycles.
- 8.3 As part of the invitation to tender, bidders were required demonstrate their commitment to achieving the Gold Standard for the Fleet Operator Recognition Scheme (FORS). The appointed contractor and their supply chain must show best practice in the management of their fleet in matters such as safety, efficiency, and environmental protection. This means that the works to Kenneth Robbins House will be managed by a company who considers the environmental impact of the works on the local community and takes measures to reduce carbon when operating vehicles and delivering the project.
- 8.4 Reducing the environmental impact and carbon consumption will include ensuring that materials are purchased locally where possible, to avoid long sustained journeys through London and the local areas. Employing local labour via the contractor's Social Value commitment will also contribute to the Council's Net Zero commitments, as this will provide local employment opportunities which in-turn will reduce the need for travel outside the Borough and thus help to reduce carbon consumption.
- 8.4 It is believed that the above measures will contribute to Haringey's commitment to be a Net Zero Carbon Borough by 2041.

## 9. Statutory Officer Comments (Director of Finance (procurement), Assistant Director of Legal and Governance, Equalities)

### 9.1 Finance

The report recommends award of contract of refurbishment over 3 financial years at a total contract sum of £8.413m

This project is included in Existing Stock Investment Programme budget approved by full council in March 2024.

The contract sum is projected to be spent as shown below.

Financial year	Total
2024/2025	£1.700m
2025/2026	£6.502m
2026/2027	£0.211m
Total	£8.413m

The expenditure of £1.700m in 2024/25 will be met from the existing stock capital works programme 2024/25 budget.

The remaining projected expenditure of £6.713m will be contained within the existing stock capital programme 2024/25-29 MTFS.

It is estimated that contribution to the cost of the project from leaseholders will be circa £0.661m.

Further finance comments are contained in the exempt report.

### 9.2 Procurement

Strategic Procurement (SP) note that this report relates to the approval to award a contract to Tenderer A to undertake major refurbishment work at Kenneth Robbins House.

SP note that a competitive tender was launched via the LCP's Minor Works DPS. The adopted procurement is in line with Contract Standing Order (CSO) 9.04.1(b) and Regulation 34 of the Public Contract Regulations.

The Tenderers' bid submissions were evaluated in accordance with the scoring methodology contained within the published Invitation to tender document.

Bid evaluation was based on price and quality and the preferred bidder's submission demonstrates value for money.

SP support the recommendation to approve the award in accordance with CSO. 9.07.1 (d) and 16.02.

### **9.3 Assistant Director of Legal and Governance**

- 9.3.1 The Assistant Director for Legal and Governance has been consulted in the preparation of this report.
- 9.3.2 Strategic Procurement has confirmed that the procurement was carried out through the LCP's Minor Works DPS and this is in line with the Council's Contract Standing Order (CSO) 9.04.1(b) and Regulation 34 of the Public Contracts Regulations 2015.
- 9.3.3 Pursuant to the provisions of the Council's Contract Standing Order (CSO) 9.07.1(d) Cabinet has power to approve a contract with a value of £500,000 or more.
- 9.3.4 CSO 16.02 permits the Leader to allocate any decision reserved for Members to the Cabinet Member having the relevant portfolio responsibilities and as such the decision to allocate the decision in paragraph 3 of the report to Cabinet Member for Housing and Planning is in line with the provisions of the CSO.
- 9.3.5 The recommendation in paragraph 3.3 of the report is permitted under the Council's CSO 9.07.3 which allows the issuance of a Letter of Intent pending the issuance and execution of a formal contract where works, goods or services under a contract is required to commence prior to the issuance and execution of a formal contract.
- 9.3.6 The terms of the Council's standard right to buy lease permit recharge of a proportion of the cost of these works from leaseholders, subject to compliance with the consultation requirements set out in the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the statutory provisions").
- 9.3.7 Permissible recharges are limited by Part 5 and Schedule 8 of the Building Safety Act 2022 ("the Act") which came into force on 28 June 2022. The Act applies where the Council undertakes works to remedy "relevant defects" in "relevant buildings". Relevant defects are defects, arising from construction, conversion or remediation works carried out after 28 June 1992, that cause a risk to the safety of people in the building from spread of fire or collapse of the building or part of it. Stellar House is a relevant building.
- 9.3.8 Officers have identified such works and excluded their cost from the estimated leaseholder recharge – see 6.12 and 6.13 under "Leasehold Implications" above.
- 9.3.9 The statutory provisions set out a two-stage process for consultation with leaseholders, the first setting out the proposed works and inviting comments

thereon and nomination of a contractor from whom to seek an estimate, and the second, after obtaining estimates, setting out estimates and inviting comments; in each case the leaseholder is to be given a minimum of 30 days to respond. The Council must have regard to any comments made, and obtain an estimate from a nominated contractor if one (or more) is nominated.

9.3.10 Where the Council decides to award the contract to a contractor who did not submit the lowest estimate, it must within 21 days of entering into the contract serve a further notice on leaseholders stating its reasons for awarding the contract, and summarising any observations received at the second stage of consultation and its response to them.

9.3.11 Details of the Council's compliance with those provisions are set out in the body of this report under "Leasehold Implications". Legal Services have considered the form of the notices served and confirm that they comply with the statutory provisions. The decision maker must conscientiously take account of the observations made by leaseholders in making this decision.

9.3.12 The Assistant Director for Legal and Governance (Monitoring Officer) sees no legal reasons preventing the approval of the recommendations in the report.

## **9.1 Equality**

The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

Although it is not enforced in legislation as a protected characteristic, Haringey Council treats socioeconomic status as a local protected characteristic.

The decision is regarding the award of a major works contract for the improvement and upgrade to Kenneth Robbins House. These works are essential to ensure our residential buildings adequately provide a suitable means of escape in the event of fire and separation between the dwellings and the communal areas, and have good modern facilities, and where facilities are not

being renewed, the existing services are in a good state of repair and meets current regulations and standards.

Data held by the council suggests that women, young people, disabled people and BAME people and naturally low-income people are over-represented among those living in council housing. These improvement works should there for be expected to have a positive impact on those that share the protected characteristics.

As an organisation carrying out a public function on behalf of a public body, the contractor will be obliged to have due regard for the need to achieve the three aims of the Public Sector Equality Duty as stated above. Appropriate contract management arrangements will be established to ensure that the delivery of the major works does not result in any preventable or disproportionate inequality.

### **10. Use of Appendices**

10.1 Exempt Report – **Appendix A**

10.2 Leasehold Observations – **Appendix B**

### **11. Local Government (Access to Information) Act 1985**

11.1 Exempt information will include commercially sensitive information for the successful bidder.

**Report for:** Cabinet Member Signing – The Cabinet Member for Housing and Planning

**Title:** Stellar House – Award of Contract for Major Refurbishment Programme

**Report authorised by:** Jonathan Kirby – Director of Placemaking & Housing.

**Lead Officer:** Christian Carlisle – Assistant Director of Asset Management

**Ward(s) affected:** Northumberland Park

**Report for Key/  
Non-Key Decision:** Key Decision

**1. Describe the issue under consideration.**

- 1.1. In line with Contract Standing Order (CSO) 16.02, this report seeks approval from the Cabinet Member for Housing and Planning to award a contract for the major refurbishment programme at Stellar House.
- 1.2. The works to Stellar House includes structural repairs to all elevations, replacement of flat entrance doors, fire doors to communal stairwells, emergency lighting, replacement of windows to dwellings and communal areas, replacement of soil and vent pipes, renewal of lateral mains and other external and communal building fabric repairs and redecorations to include the application of fire rated coatings to all previously painted elements.

**2. Cabinet Member Introduction**

Not applicable.

**3. Recommendations**

That the Cabinet Member for Housing and Planning:

- 3.1. In line with Contract Standing Order (CSO) 16.02, approve the award of contract to Tenderer A (as set out in Appendix A), to a total value of £6,612,850.35.
- 3.2. Approves a Letter of Intent to be issued to the contractor for a value of no more than £100k prior to issue of the formal contract. The Letter of Intent will enable the contractor to place an order with their supply chain to enable the programme to be met.

#### **4. Reasons for decision**

- 4.1. The works to Stellar House have been identified following the Council's instruction to John Rowan and Partners LLP (JRP) in May 2022, to undertake an options appraisal and feasibility study to assess the condition of the block for a major works programme.
- 4.2. The feasibility study concluded that major works are required to the block, and these range from the replacement of windows to dwellings and communal areas, replacement of front entrance and communal fire doors, structural repairs, and fire upgrade / improvements to the common parts and the general upgrade to the main fabric of the building.

#### **5. Alternative options considered.**

- 5.1. Do nothing is not an option as the feasibility study carried out by JRP revealed essential works to ensure compliance with current fire safety and building regulations. The study also revealed significant works which will not only prolong the life of the building by replacing key elements but will also provide a safe and healthy environment for the residents.
- 5.2. The only option available to the Council is to accept the recommendations put forward by JRP to develop a major works project and procure a suitable contractor to deliver the scheme in accordance with the outline budget and programme.

#### **6. Background information**

- 6.1. Stellar House is a residential purpose-built 19 storey block located on High Road Tottenham N17. There are 106 self-contained units, of which 104 are 1-bedroom and 2 are 2-bedroom apartments.
- 6.2. The block has a concierge facility and community room on the ground floor, along with electrical intake, plant rooms and storage facilities for caretaking staff and other non-resident users.
- 6.3. John Rowan and Partners (JRP) were commissioned via the SEC (South East Consortium) Framework to act as multi-disciplinary consultants. The commission included providing Employer's Agent, Contract Administration, Cost Consultant and Principal Designer services for the delivery of the major works programme to Stellar House. The fees charged for these services have been calculated based on the agreed percentages under the terms of the SEC (South East Consortium) Framework. Details of the fees are shown in Appendix A.
- 6.4. In May 2022, JRP carried out an options appraisal and feasibility study of the block. This included a building condition survey of the external parts including the roof, main building structure such as windows and spandrel panels, flat entrance doors and the internal communal parts.
- 6.5. Prior to undertaking the study, JRP had access to the repairs history of the block, asbestos survey information, structural risk assessment carried out by Ridge and

Partners, project brief provided by Haringey, Type 4 FRA information, EPCs, block plans and other relevant information required to conclude the study and make recommendations for the major works programme.

- 6.6. JRP's recommendations were placed into categories A-D, where category A considers the building component to be in good condition, and category D is considered urgent.
- 6.7. The uPVC windows and spandrel panels were identified as having a high fire safety risk to the block and was therefore placed into category D - meaning these components require urgent replacement. The front entrance and communal fire doors were regarded as being in poor condition, along with fire compartmentation to the communal areas, roof coverings, emergency lighting, lightning protection, decorations to communal areas, edge protection to main roof and the external brickwork.
- 6.8. Following a structural defect in May 2023 which resulted in the failure of a brick panel above the main entrance to the block, a standalone structural survey was commissioned to assess the performance of the brickwork to all elevations. The survey was carried out by Conisbee, who were commissioned by JRP. The survey concluded that there are significant defects to the external brickwork to all elevations, and remedial works are required to stabilise these elements.
- 6.9. JRP's feasibility study and the further structural survey carried out by Conisbee was used to develop the scope of works for the block. Stakeholder consultant was held with Building Safety, M&E, Safer Estate for CCTV and security, ASB – Community Safety, Building Control and Planning.
- 6.10. The final scope of works was agreed December 2023 and distributed to key stakeholders for comment prior to tender documents being prepared to invite contractors to bid for the works. Prior to inviting contractors to bid, the Council fulfilled its obligations in line with the requirements of Section 20 of the Landlord and Tenants Act 1985 as detailed below.
- 6.11. The council's standard right to buy lease provides for a proportionate part of the costs of the major works programme to Stellar House of which the flats form part to be recharged to leaseholders. There are 16 flats occupied by leaseholders affected by these works.
- 6.12. Leasehold consultation was undertaken and concluded in line with the requirements of Section 20 of the Landlord and Tenants Act 1985. An initial Notice of Intent was issued on 22 March 2023 to the leasehold flats affected, and no observations or nominations were received.
- 6.13. Notice of estimates were issued on 23 August 2024 to the leasehold flats affected. The period for providing observations in response expired on 25 September 2024.

- 6.14. The Council received no formal observations from leaseholders, however individual meetings were held upon request and leaseholders were advised on the scope of works, programme and the various payment options available. Contact details for further information was also provided.
- 6.15. The total amount rechargeable to leaseholders is estimated at £423,858.02, with an average leaseholder charge per unit of £26,444.76.
- 6.16. The above figures reflect the restrictions placed upon the Council under Part 5 of the Building Safety Act 2022 (“the Act”). Part 5 of the Act contains a number of complex provisions which prevent or limit the Council’s ability to recover service charges from its leaseholders (“tenants”) where it undertakes works to remedy “**relevant defects**” in “**relevant buildings**”.
- 6.17. Following completion of the design process and the final scope of works being agreed, a specification of works and tender documents were written. The tender was published on the London Construction Programme (LCP) Dynamic Purchasing System (DPS) by a Haringey Council Procurement Officer on 15 January 2024.
- 6.18. Completion of the specification and drafting of the contract documents was carried out with support from Strategic Procurement - who also managed the tender process.
- 6.19. Tenders were invited on 15 January 2024 and based on 50% quality, 10% social value and 40% cost. The quality assessment included an evaluation of the bidders’ technical ability, experience of similar projects, approach to resident liaison, management of design and collaboration with the design team, programming, quality and risk management, cost and quality control, and the management of the process involved in securing Building Safety Regulator Approval for the project.
- 6.20. The quality assessment also had a series of due diligence questions relating to minimum turnover i.e., bidders need to show they have a turnover of no less than 1x2 the contract value, along with a minimum Delphi Score of 51 or higher. Bidders also need to provide evidence having adequate levels of insurance as set-out in the Invitation to Tender.
- 6.21. Tenders were received from 15 bidders on 25 March 2024. John Rowan and Partners (JRP) began analysis of the bids on 26 March 2024 and issued the final tender report dated 11 June 2024.
- 6.22. The tender report included a detailed analysis of the financial bids of each contractor. This process was managed by John Rowan and Partners with support from Haringey’s Commercial Manager.
- 6.23. The quality scores were evaluated with support from John Rowan and Partners and Haringey’s Senior Project and Regeneration Managers. The moderation was managed by Haringey’s Strategic Procurement Officer and the final scores were sent to John Rowan and Partners to incorporate into the tender report.

- 6.24. John Rowan and Partners issued clarifications to all bidders during the tender analysis period. These covered matters such as bidders being asked to confirm their prelims and overheads and profits, and formalising other priced items.
- 6.25. Following final clarifications and the review of the quality and priced elements, the table below sets out the final rankings for the 15 bids received.

Tenderer	Tender Price	Cost (40%)	Quality (50%)	Social Value (10%)	Total Score (%)
A	£6,612,850.35	38.14	41.00	7.15	86.29
B	£6,808,092.95	37.25	41.00	6.55	84.80
C	£6,344,253.86	38.86	34.50	7.00	80.36
D	£6,351,037.07	39.21	31.00	5.95	76.16
E	£7,409,866.11	34.23	31.50	6.58	72.31
F	£6,968,357.76	36.87	27.50	4.90	69.27
G	Non-Compliant Bid	-	-	-	-
H	Non-Compliant Bid	-	-	-	-
I	Non-Compliant Bid	-	-	-	-
J	Non-Compliant Bid	-	-	-	-
K	Non-Compliant Bid	-	-	-	-
L	Non-Compliant Bid	-	-	-	-
M	Non-Compliant Bid	-	-	-	-
N	Non-Compliant Bid	-	-	-	-
O	Non-Compliant Bid	-	-	-	-

- 6.26. Bidders G-O either failed to achieve the minimum quality score of 3 for Experience, Health and Safety and Resident Engagement, or they may have failed to achieve the minimum Delphi credit score of 51. Therefore, they were withdrawn from the process.
- 6.27. Following completion of the tender exercise to procure a suitably qualified and experienced contractor to deliver the major works programme to Stellar House, it is recommended that Tenderer A is awarded the contract in the sum of £6,612,850.35.
- 6.27.1 Tenderer A scored 7.15% out of 10% for social value. As part of the tender invitation, they were invited to set-out their delivery plan, targets for achieving social value, and their monitoring processes for ensuring their commitments and benefits to the project and wider community are met. Tenderer A's financial social value commitment is shown in Appendix A.
- 6.28. It should be noted that this is not the first attempt to secure a suitably qualified contractor to carry out the major works to Stellar House. A previous procurement exercise managed by Strategic Procurement and Asset Management was approved via the LPC Framework – Lot 1.2 Pan London £5m-£10m category.
- 6.29. There are seven contractors on Lot 1.2, and all were invited to submit tenders for the works. Only 1 compliant bid was received, and the general quality of the other bids were considered less than what is expected for the value and complexity of the project. For this reason, it was agreed between the teams that the project should be procured as an open tender via the DPS (Dynamic Purchasing System). This approach was considered the best option, because the tender would reach a wider audience, and allow for a series of pre-qualification questions concentrated around turnover, health and safety and resident

engagement. It was felt that this would ultimately result in more competitive and better-quality bids.

- 6.30. The success of this approach can be seen in the number of tender returns, and the effectiveness of the due diligence questions which enabled the team to disqualify bidders who could not demonstrate a clear ability to manage and deliver the works.
- 6.31. The projected spend profile is shown in the following table. The project will be funded from Asset Management's Capital Works Programme. Funding will accommodate all works executed on the project and will extend over 3 financial years from 24/25 to 26/27 as shown in the table below.

Description	Year 1 (24/25) £'000	Year 2 (25/26) £'000	Year 3 (26/27) £'000
Stellar Hse – Major Works Programme	£950	£5497	£165.850

## 7. Contribution to strategic outcomes

- 7.1. This project will help to theme 5 of the Corporate Delivery Plan, A borough where everyone has a safe, sustainable, stable, and affordable home.

## 8. Carbon and Climate Change

- 8.1 Haringey Council made a commitment to be a Net Zero Carbon Borough by 2041. The Major Works Programme to Stellar House will help to achieve this by firstly reviewing the scope of works with the appointed consultants to determine what measures can be incorporated into the programme that will assist the Borough in its aspirations for Net Zero Carbon by 2041.
- 8.2 The project team noted that the main element of work that will impact on reduced carbon is the replacement of windows including spandrel panels and doors to balconies and communal areas. These elements have been carefully selected to ensure they meet the minimum requirements as set-out in Approved Document L of the Building Regulations. Other elements such as lighting to communal and external areas have been selected to reduce energy consumption and extend the time-period between maintenance cycles.
- 8.3 As part of the invitation to tender, bidders were required demonstrate their commitment to achieving the Gold Standard for the Fleet Operator Recognition Scheme (FORS). The appointed contractor and their supply chain must show best practice in the management of their fleet in matters such as safety, efficiency, and environmental protection. This means that the works to Kenneth Robbins House will be managed by a company who considers the environmental impact of the works on the local community and takes measures to reduce carbon when operating vehicles and delivering the project.

8.4 Reducing the environmental impact and carbon consumption will include ensuring that materials are purchased locally where possible, to avoid long sustained journeys through London and the local areas. Employing local labour via the contractor’s Social Value commitment will also contribute to the Council’s Net Zero commitments, as this will provide local employment opportunities which in-turn will reduce the need for travel outside the Borough and thus help to reduce carbon consumption.

8.4 It is believed that the above measures will contribute to Haringey’s commitment to be a Net Zero Carbon Borough by 2041.

**9. Statutory Officer Comments (Director of Finance (procurement), Assistant Director of Legal and Governance, Equalities)**

**9.1 Finance**

The report recommends award of contract of refurbishment over 3 financial years at a total contract sum of £6.613m

This project is included/not included in Existing Stock Investment Programme budget approved by full council in March 2024.

The contract cost is projected to be spent as shown below.

Financial year	Total
2024/2025	£0.950m
2025/2026	£5.497m
2026/2027	£0.166m
Total	£6.613m

The expenditure of £0.950m in 2024/25 will be met from the existing stock capital works programme 2024/25 budget. Of the sum in 2024/25, £0.036m has already been spent.

The remaining projected expenditure of £5.663m will be contained within the existing stock capital programme 2024/25-29 MTFS.

It is estimated that contribution to the cost of the project from leaseholders will be circa £0.424m.

Further finance comments are contained in the exempt report.

**9.2 Procurement**

Strategic Procurement (SP) note that this report relates to the approval to award a contract to Tenderer A to undertake major refurbishment work at Stella House.

SP note that a competitive tender was launched via the LCP's Minor Works DPS. The adopted procurement is in line with Contract Standing Order (CSO) 9.04.1(b) and Regulation 34 of the Public Contract Regulations.

The Tenderers' bid submissions were evaluated in accordance with the scoring methodology contained within the published Invitation to tender document.

Bid evaluation was based on price and quality and the preferred bidder's submission demonstrates value for money.

SP support the recommendation to approve the award in accordance with CSO 9.07.1 (d) and 16.02.

### 9.3 Assistant Director of Legal and Governance

The Assistant Director of Legal and Governance has been consulted in the preparation of this report.

The works are above the threshold where the tendering requirements set out in the Public Contracts Regulations 2015 (the Regulations) apply.

The Council has conducted a tender exercise via the Council's LCP DPS Minor Works lot. Use of a DPS is a compliant process provided for under Reg 34 of the Regulations. It is also included in the Council's Contract Standing Orders (CSO 9.04.1 (b) ).

As this award is a Key Decision, it would normally be approved by Cabinet under CSO 9.07.1 (d) (award of contracts valued at £500,000 or more). Inbetween meetings of the Cabinet, the Leader may take any such decision or allocate to the Cabinet Member with the relevant portfolio (CSO 16.02). The Cabinet Member for Housing and Planning has power to approve the recommendations under CSO 16.02.

The Cabinet Member also has power to approve the issue of a letter of intent prior to execution of the formal contract (CSO 9.07.3).

The terms of the Council's standard right to buy lease permit recharge of a proportion of the cost of these works from leaseholders, subject to compliance with the consultation requirements set out in the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the statutory provisions").

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Officers have identified such works and excluded their cost from the estimated leaseholder recharge – see 6.15 and 6.16 under "Leasehold Implications" above.

The statutory provisions set out a two-stage process for consultation with leaseholders, the first setting out the proposed works and inviting comments thereon and nomination of a contractor from whom to seek an estimate, and the second, after obtaining estimates, setting out estimates and inviting comments; in each case the leaseholder is to be given a minimum of 30 days to respond. The Council must have regard to any comments made, and obtain an estimate from a nominated contractor if one (or more) is nominated.

Where the Council decides to award the contract to a contractor who did not submit the lowest estimate, it must within 21 days of entering into the contract serve a further notice on leaseholders stating its reasons for awarding the contract, and summarising any observations received at the second stage of consultation and its response to them.

Details of the Council's compliance with those provisions are set out in the body of this report under "Leasehold Implications". Legal Services have considered the form of the notices served and confirm that they comply with the statutory provisions. The decision maker must conscientiously take account of the observations made by leaseholders in making this decision.

The Assistant Director for Legal and Governance confirms that there is no legal reason preventing the Cabinet Member for Housing and Planning from approving the recommendations in this report.

## **9.4 Equality**

The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
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of the Local Government Act 1972.

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