

NOTICE OF MEETING

CABINET MEMBER SIGNING

Tuesday, 21st January, 2025, 4.00 pm - Alexandra House 10 Station Road N22 7TR (watch the live meeting [here](#))

Councillors:

Co-optees/Non Voting Members:

Quorum: 3

1. FILMING AT MEETINGS

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 CONTRACT FOR THE DELIVERY OF A MAINTENANCE, REPAIRS AND DEFECT SERVICE TO DOMESTIC AND COMMERCIAL UNITS RELATIVE TO NEW BUILDS AND HARINGEY COMMUNITY BENEFIT SOCIETY (HCBS) (PAGES 1 - 14)

6. EXCLUSION OF THE PRESS AND PUBLIC

Item 7 is likely to be subject to a motion to exclude the press and public be from the meeting as *it 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.

7. EXEMPT REPORT - AWARD OF CONTRACT FOR THE DELIVERY OF A MAINTENANCE, REPAIRS AND DEFECT SERVICE TO DOMESTIC AND COMMERCIAL UNITS RELATIVE TO NEW BUILDS AND HARINGEY COMMUNITY BENEFIT SOCIETY (HCBS) (PAGES 15 - 20)

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Monday 13th January 2025

Report for: Cabinet Member for Housing and Planning (Deputy Leader)

Item number: TBC

Title: Award of contract for the delivery of Service, Maintenance and Repairs and defects to domestic and commercial units relative to New Builds and Haringey Community Benefit Society (HCBS)

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 The Cabinet Member is asked to approve the appointment of the recommended contractor to deliver a short term and temporary maintenance, repairs and defects service.
- 1.2 Haringey's council housebuilding programme sets high-quality specification standards for new buildings, including modern technologies that maximise energy efficiency and minimise heat loss. Some of these technologies require specialist maintenance that is not currently covered by our in-house housing repair service. This will limit the use of one-off call-outs to external contractors for specialist maintenance.
- 1.3 As noted in 4.3, the recommended contractor has agreed to provide training support to Haringey's in-house repair and maintenance team with the aim of further expanding the council's long-term capacity to deliver technical services to maintain the new, green energy infrastructure that is being included in many of the new build homes (such as Solar PVs, Electrical Vehicle Charging Points and Air Source Heat Pumps).
- 1.4 The contract will cover new build properties completed since May 2024, (both residential and commercial) that are being delivered by Haringey Council's ambitious council home building programme, as well as homes acquired for lease to HCBS since the council's acquisition programme began. The contract will run for a short-term period of two years, with an option to extend for one year, providing temporary additional capacity to Haringey's in-house repairs and maintenance teams.
- 1.5 It is expected, subject to the Lead Member's approval, that the contract will mobilise in early 2025. At the end of the contract it is anticipated that current council services will take responsibility for the provision of services outlined in this paper. The contract will be reviewed after 12 months to examine whether it can be terminated early, should in-house capacity be sufficient to undertake the services required, and should the

training programme referenced in 1.3 be completed.

- 1.6 Work related to this contract will be priced on a Schedule of Rates and the council will only be paying for works undertaken against that pricing Schedule.

2. Recommendations

- 2.1. It is our recommendation that the Cabinet Member approves the appointment of Contractor A, for a period of two years, with the option to extend for one further year, identified in the Exempt Report (Appendix One), to deliver a maintenance, repair and defect services to residential and commercial units and HCBS properties outlined in 1.4.

3. Reasons for decisions

- 3.1. As outlined in 5.1-5.4, Haringey Council will require increased capacity and resource to deliver an effective and timely maintenance, repair and defect service to more than 1,700 new build and HCBS domestic and commercial units over the next two years. Following an assessment of the available options, the council requires the works set out in Appendix One (Exempt Report) to be completed for this important set of services to be delivered to the new households and commercial units which are set to come under the direct management of Haringey Council.
- 3.2. Following a formal procurement process, a contractor has been identified to deliver this contract.

4. Alternative options considered

- 4.1. The main alternative to the proposed contract would be for the required service to be delivered by existing council repairs and maintenance teams. However, as noted in 5.1 - 5.4, the council is entering a significant period of delivery for both the new build and HCBS acquisition programmes. This will result in significant additional resource and capacity pressure on current services, with more than 1,700 new properties coming under the borough's responsibility in rapid succession over the next two years.
- 4.2. In addition, and as outlined in 5.3-5.4, this required capacity would encompass complex technical work and defects coordination, including repairs and maintenance coverage for new energy infrastructure, such as Solar PVs, Electrical Vehicle Charging Points and Air Source Heat Pumps.
- 4.3. As a consequence, it has been concluded that existing council services would benefit from support from a short-term and temporary maintenance, repair and defects service contract that could deliver services to the new properties coming under the borough's management. This would, in addition, allow current services to expand a planned training and upskilling programmes aimed at increasing the number of staff with the technical skills required to provide services to the new green energy infrastructure being delivered particularly as part of the new build programme. The contract would be reviewed after 12 months to assess whether it could be ended early, dependent on the progress of the relevant in-house training

programmes and a capacity assessment within current services.

- 4.4. At the conclusion of this contract, the domestic and commercial units would have their requirements met by existing council services.

5. Background information

- 5.1. Delivering a new generation of genuinely affordable council homes is an important corporate priority for Haringey Council. The borough has committed to an ambitious council home building programme that will deliver 3,000 new homes by 2031. New commercial units will also be built as part of the borough's placemaking agenda that aims to provide economic opportunities to the community around our new housing schemes.
- 5.2. Haringey is already making great strides towards this target: as of November 2024, 696 council homes have been completed as part of this ambitious programme, with around two thirds of these new homes welcoming tenants and their families during the current calendar year. It is anticipated that between 2024 and 2026 a total of 1,600 new council homes will be completed. Around 200 will be "bespoke homes" that are co-designed with tenants with mobility or other welfare needs: these homes will include adaptations designed to support tenants in their daily lives, for example through the installation of movable kitchen surfaces or specially designed bathrooms. In addition, several new commercial units will also be delivered. This track record of delivery represents an outstanding achievement for Haringey Council given the difficult economic climate for the construction industry which has experienced unprecedented pressures related to material costs and labour shortages in the past few years.
- 5.3. In addition, 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 alone expected to be brought into use for homeless households. These will be leased to HCBS. By providing properties in Haringey that the council directly manages, this programme will contribute towards reducing the borough's expenditure on other forms of accommodation for homeless households, including properties in the private rented sector. It will also allow more families to remain inside Haringey and keep their connections to their local community.
- 5.4. In total, it is estimated that both programmes will add at least 1,700 more properties to the council's housing stock between 2024 and 2026. This expansion does require a concurrent increase in the council's ability to deliver a timely and effective maintenance, repair and defects service to these new homes and commercial units, including to the technical devices in the bespoke homes referenced in 5.2. There will also be an elevated need for repair and maintenance services covering the new energy infrastructure that forms part of many new council home schemes, such as for Solar PVs, Electrical Vehicle Charging Points and Air Source Heat Pumps. The council is currently examining an "upskilling" programme for existing staff to expand the council's growing capacity to provide services to this new technical infrastructure: the appointed contractor has agreed to supply training support to the council's repairs and maintenance teams as part of this contract to enable the future development of the council's inhouse capacity in this key area.

- 5.5. There is an additional important requirement for a flexible service that closely aligns with the management of the Defects Liability Period (DLP) for each new build home and commercial unit, as well as the acquired HCBS leased properties. During the DLP, the contractor who has delivered the new properties is responsible for remedying any defects that may occur. This requires close working between the service delivering maintenance and repairs. The management of this process can create additional short-term pressure on existing services.
- 5.6. Contractor A has been identified by a formal tender process to fulfil the terms of this contract. The contract would be reviewed after 12 months to assess whether it could be ended early, dependent on the progress of the relevant in-house training programmes and a capacity assessment within current services.

6. The maintenance, repair and defect contract

- 6.1 It should be noted for context that this contract and the specification issued with the tender enables the council to add new types of equipment to the contractor's asset lists without the need for retendering or a variation of contract; this is due to the tender driving the importance of the winning bidder being able to provide a full scope of works required within new builds and traditional builds.
- 6.2 In total four suppliers opted into the tender opportunity. One supplier opted out during the tender period. Bidders were asked to respond to a 60% price, 40% quality assessment. Details of works cost received from all bidders has been provided in Appendix 1 (Exempt Report).
- 6.3 The quality assessment was conducted by Haringey's council home delivery team which includes an aftercare service for the new build programme, with the moderation led by the council's procurement team to ensure a high level of quality across both the submissions and scoring. The quality assessment was conducted via a pre-agreed list of questions that were included as part of the delivery proposals in the tender. Each question was scored between 0 (question not answered) and 5 (excellent) and then weighted as set out in the tender.
- 6.4 The project team's cost consultant was assigned to independently evaluate the cost to ensure value for money in line with current market trends.
- 6.5 Contractor A's contract sum is in the exempt part of the report. Considering the size, scope, complexity, and abnormalities specific to this project, the project cost consultant has concluded that the tender submitted by the recommended contractor has provided a high level of understanding of the required work and offers value for money in the current market. The detailed outcome of the quality and cost tender scoring has been provided in Appendix One (Exempt Report). The recommendation is therefore to award the contract to Contractor A, as set out in the exempt part of the report, Appendix One (Exempt Report). The contract is to be awarded on a fixed price basis. It is to include works cost estimates, management costs, overheads and profits.

7. Procurement Process

7.1 The project was competitively tendered via the LCP DPS, the results of which are attached at Appendix One (Exempt Report).

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:

- New build and HCBS leased properties within the remit of this contract will receive a timely and efficient maintenance, repair and defect service that ensures tenants are living in high quality and well-maintained accommodation.
- This high standard of maintenance will in the long term reduce repair and other costs related to the new buildings, as well as reducing expected pressure on existing council maintenance and repair teams. This will allow the council to focus on delivering a high-quality service to existing properties.
- As noted in 4.3, the appointed contractor has agreed to support the planned training programme to upskill current council staff to provide repair and maintenance services to new technical infrastructure such as for Solar PVs, Electrical Vehicle Charging Points and Air Source Heat Pumps.

8.3. **Responding to the Climate Change Emergency:** As outlined in 9.1-9.4, responding to the climate change emergency is a core part of this contract's requirements. Key elements to note include:

- The new council homes are being designed to the highest environmental standards and will in many cases include significant green and clean energy technology (for example, Solar PVs, Green Roofs and Air Source Heat Pumps) as well as infrastructure designed to encourage sustainable travel (for example, Electrical Vehicle Charging Points for new and existing residents, and bike stores within new buildings). As a result, this contract contains specific requirements for the contractor to provide specialist services to ensure this vital infrastructure is maintained, thereby contributing to Haringey's drive to combat the climate change emergency. As noted in 8.2, the contract also includes training support from the contractor to existing Haringey repair and maintenance teams to upskill the workforce in maintaining these important technical innovations.
- The contract contains additional specific requirements for the maintenance of high-quality technical infrastructure within both new build properties and HCBS homes aimed at enhancing water consumption and energy efficiency.

8.4. **Adults, Health and Welfare:** The contract will ensure:

- The new build bespoke homes, which are co-designed with households with health and welfare needs, have a timely and effective maintenance, repair and defects service. This will include ensuring any technology designed to support tenants will

be kept in good working order, for example in relation to movable kitchen surfaces or support mechanisms in bathrooms. This will significantly contribute to the quality of life of some of our most vulnerable tenants.

- More broadly, for both new build and HCBS properties, the contract will ensure all homes within its remit are maintained to a safe, high standard, and comply with all relevant Health and Safety requirements.

8.5. Placemaking and the economy: The contract contains requirements that will:

- Ensure that the commercial units delivered as part of the new build programme are maintained by a timely, efficient maintenance, repair and defects service that will enable these spaces to deliver economic benefits and opportunities to the local community.

9. Carbon and Climate Change

- 9.1 The proposed maintenance, repair and defect contract will ensure that all natural gas boilers installed either in HCBS properties or in new build 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 to 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 prevent damage to the boiler and property and helps avoid leaving residents without reliable heating or hot water. Another benefit is it can forewarn residents of issues which will allow the council to inspect and rectify as required, resulting in improved appliance performance.
- 9.4 As noted in 4.3, the contract includes additional provisions for the contractor to maintain important new, green and clean energy infrastructure being delivered as part of the New Build programme, as well as help to increase the council's inhouse capacity to also deliver maintenance services to these new technical innovations.

10. Statutory Officer Comments

10.1 Legal

- 10.1.1 The council's works requirements in this instance were below the relevant Public Contracts Regulations of 2015, as amended (PCR15). A proper procurement process was conducted under LCP's DPS using the General Construction Multi Trade service category. Owing to the value of this contract the Lead Member needs 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/Lead Member 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 deliver maintenance, repairs and defect service to domestic and commercial units relative to new builds and HCBS
- 10.2.2 SP note that a competitive tender was launched via the LCP's DPS using the General Construction Multi Trade service category. The adopted procurement is in line with Contract Standing Order (CSO) 9.04.1(b) and Regulation 34 of the Public Contracts 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)

10.3 Finance

- 10.3.1 This contract recommends the commissioning of a new contract to deliver maintenance and repairs works to new build units and HCBS properties for a period of two to three years. These works are currently undertaken by the housing repairs service (HRS) and funded from the HRS revenue budget.
- 10.3.2 The cost of these works will continue to be funded from the HRS budget and would potentially lead to further overspend in the HRS budget. However, timely completion of the works might minimise potential voids and disrepairs cost. The cost of works to HCBS properties will be recharged to HCBS. Further finance comments are contained in the exempt report

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 contract for the delivery of a maintenance, repairs and defect service to domestic and commercial units relative to New Builds and Haringey Community Benefit Society (HCBS). As referenced in 5.1-5.4, this contract will have a positive impact on tenants moving into the borough's New Builds and households who will move into leased properties through HCBS. These tenants will receive a timely and efficient maintenance, repairs and defects service that will ensure their home is maintained to a high standard.
- 10.4.4 Data held by the council suggests that women, young people, BAME (Black and Minority Ethnic) people, LGBTQ+ residents and individuals with mobility, health or other welfare needs are over-represented among those who present either as homeless to the council (who will benefit from the properties leased through HCBS) or are part of Haringey Council's housing waiting list (who will benefit from the permanent letting of properties that form part of the borough's New Build programme). These communities will positively benefit from the provision of new properties.
- 10.4.5 In addition, over 200 of the 1,600 new build council homes in the next two to three years that will be part of the bespoke homes programme (see 6.1): these homes are co-designed with tenants with mobility or other welfare needs. A key part of the proposed contract will be the maintenance of the bespoke homes, including ensuring the operation of installed adaptations (for example, movable mechanical kitchen services and bathroom support mechanisms). This will provide significant benefits to these vulnerable tenants.
- 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 – Exempt Report

12. Local Government (Access to Information) Act 1985

- 12.1 The Exempt Report (Appendix One) 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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Equality Impact Assessment Screening Tool				
1	Lead officer contact details: Jack Goulde			
2	Date: 9/8/2024			
3	Summary of the proposal: Award of contract for the delivery of a maintenance, repairs and defect service to domestic and commercial units relative to New Builds and Haringey Community Benefit Society (HCBS)			
	Response to Screening Questions	Yes	No	Please explain your answer.
a) Type of proposal				
4.	Is this a new proposal or a significant change to a policy or service, including commissioned service?		x	As noted in the draft Cabinet Member signing paper: <i>The Cabinet Member is asked to approve the appointment of the recommended contractor to deliver a maintenance, repairs and defects service to domestic and commercial units relative to New Builds and Haringey Community Benefit Society (HCBS).</i> <i>The contract will cover New Build properties that form part of Haringey Council's ambitious council home building programme that have been completed since May 2024, as well as homes acquired for lease to HCBS since the council's acquisition programme began.</i> <i>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 two</i>

				<i>years, with an option to extend for one year. At the end of the contract, it is anticipated that current council services will take responsibility for the provision of services outlined in this paper.</i> As a consequence, this is a contract designed to expand the council's ability to deliver an existing service on a short-term basis.
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 restructure EglAs .		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) Known inequalities				
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 maintain properties leased to tenants and homeless households: this will in fact have a positive impact on the lives of some of our most vulnerable residents.

9.	Is the service targeted towards particular disadvantaged or vulnerable residents? <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>		X	No, however, please note the above section about the positive benefits of the contract outcomes.
10.	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.		X	No there are not any known inequalities.
11	If you have answered yes to at least one question in both sections a) and b), Please complete an EqIA.			N/A

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By virtue of paragraph(s) 2, 3, 5 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is exempt

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