



**NOTICE OF MEETING**  
**\*PLEASE NOTE STARTING TIME**

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## **Cabinet Procurement Committee (Special Meeting)**

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THURSDAY, 16TH OCTOBER, 2008 at \*13:00 HRS - CIVIC CENTRE, HIGH ROAD, WOOD GREEN, N22 8LE.

MEMBERS: Councillors Adje (Chair), Bevan, Meehan and Santry.

### **AGENDA**

- 1. APOLOGIES FOR ABSENCE** (if any)
- 2. DECLARATIONS OF INTEREST**

A member with a personal interest in a matter who attends a meeting of the authority at which the matter is considered must disclose to that meeting the existence and nature of that interest at the commencement of that consideration, or when the interest becomes apparent.

A member with a personal interest in a matter also has a prejudicial interest in that matter if the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice the member's judgment of the public interest **and** if this interest affects their financial position or the financial position of a person or body as described in paragraph 8 of the Code of Conduct **and/or** if it relates to the determining of any approval, consent, licence, permission or registration in relation to them or any person or body described in paragraph 8 of the Code of Conduct.

- 3. DEPUTATIONS / PETITIONS / PRESENTATIONS / QUESTIONS**

To consider any requests received in accordance with Standing Orders.

- 4. BUILDING SCHOOLS FOR THE FUTURE - AWARD OF A PRE-CONSTRUCTION AGREEMENT FOR ALEXANDRA PARK SCHOOL**

(Report of the Director of the Children and Young People's Service): To seek approval to award the pre-construction contract for Alexandra Park School following a mini competition from the BSF Constructor Partners Framework.

**5. BUILDING SCHOOLS FOR THE FUTURE - AWARD OF A PRE-CONSTRUCTION AGREEMENT FOR FORTISMERE SCHOOL**

(Report of the Director of the Children and Young People's Service): To seek approval to award the pre-construction contract for Fortismere School following a mini competition from the BSF Constructor Partners Framework.

**6. BUILDING SCHOOLS FOR THE FUTURE - AWARD OF A PRE-CONSTRUCTION AGREEMENT FOR HEARTLANDS HIGH SCHOOL**

(Report of the Director of the Children and Young People's Service): To seek approval to award the pre-construction contract for Heartlands High School following a mini competition from the BSF Constructor Partners Framework. **NOT AVAILABLE AT TIME OF COLLATION**

**7. NORTH TOTTENHAM DECENT HOMES WORKS PHASE NT7**

(Report of the Director of Urban Environment): To award the contract for Phase NT7 of the North Tottenham Decent Homes programme for 2008/09.

**8. NORTH TOTTENHAM DECENT HOMES WORKS PHASE NT8**

(Report of the Director of Urban Environment): To award the contract for Phase NT8 of the North Tottenham Decent Homes programme for 2008/09.

**9. NORTH TOTTENHAM DECENT HOMES WORKS PHASE NT9**

(Report of the Director of Urban Environment): To award the contract for Phase NT9 of the North Tottenham Decent Homes programme for 2008/09.

**10. EXCLUSION OF THE PRESS AND PUBLIC**

The following items are likely to be the subject of a motion to exclude the press and public as they contain exempt information relating to the business or financial affairs of any particular person (including the Authority holding that information).

Note from the Head of Local Democracy and Member Services

The following items allow for consideration of exempt information (if required) in relation to items 4 - 9 which appear earlier on this agenda.

**11. BUILDING SCHOOLS FOR THE FUTURE - AWARD OF A PRE-CONSTRUCTION AGREEMENT FOR ALEXANDRA PARK SCHOOL**

To seek approval to award a pre-construction contract for Alexandra Park School, following a mini competition from the BSF Constructor Partners framework.

**12. BUILDING SCHOOLS FOR THE FUTURE - AWARD OF A PRE-CONSTRUCTION AGREEMENT FOR FORTISMERE SCHOOL**

(Report of the Director of the Children and Young People's Service): To seek approval to award the pre-construction contract for Fortismere School following a mini competition from the BSF Constructor Partners Framework.

**13. BUILDING SCHOOLS FOR THE FUTURE - AWARD OF A PRE-CONSTRUCTION AGREEMENT FOR HEARTLANDS HIGH SCHOOL**

To seek approval to award a pre-construction contract for Heartlands High School following a mini competition from the BSF Constructor Partners framework. **NOT AVAILABLE AT TIME OF COLLATION**

**14. NORTH TOTTENHAM DECENT HOMES WORKS PHASE NT7**

(Report of the Director of Urban Environment): To award the contract for Phase NT7 of the North Tottenham Decent Homes programme for 2008/09.

**15. NORTH TOTTENHAM DECENT HOMES WORKS PHASE NT8**

(Report of the Director of Urban Environment): To award the contract for Phase NT8 of the North Tottenham Decent Homes programme for 2008/09.

**16. NORTH TOTTENHAM DECENT HOMES WORKS PHASE NT9**

(Report of the Director of Urban Environment): To award the contract for Phase NT9 of the North Tottenham Decent Homes programme for 2008/09.

**NOTE BY HEAD OF LOCAL DEMOCRACY AND MEMBER SERVICES**

In accordance with Part Four Section B Paragraph 17 of the Council's Constitution only the business shown on the notice convening a special meeting may be considered and no other business shall be considered.

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and Member Services  
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8 October 2008

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Haringey Council

Agenda item:

**[No.]****Procurement Committee****16<sup>th</sup> October 2008**

**Report Title: Building Schools for the Future (BSF): Award of a Pre-Construction Agreement for Alexandra Park School.**

Forward Plan reference number: N/A

Report of: **Director of the Children & Young People's Service**

Wards(s) affected: **Alexandra Park**

Report for: **Non Key Decision**

**1. Purpose**

- 1.1 To seek Procurement Committee approval to award a pre-construction contract, following a mini competition from the BSF Constructor Partners framework.

**2. Introduction by Cabinet Member**

- 2.1 Alexandra Park is one of the twelve schools in the Building Schools for the Future programme that has advanced to the pre-construction stage in its programme.
- 2.2 This project is of major significance to the school and the local community, who will all benefit from the enhanced facilities and consequential transformation.

**3. Recommendations**

- 3.1 That Procurement Committee award the preconstruction contract to the Constructor Partner in appendix 18.2

**Report Author:** David Bray

**Report Authorised by:**

Sharon Shoesmith  
Director  
The Children and Young People's Service

**Contact Officer:** David Williamson, Head of Secondary Innovations  
e-Mail: [David.williamson@haringey.gov.uk](mailto:David.williamson@haringey.gov.uk)  
Telephone: 020 8489 2939

#### **4. Chief Financial Officer Comments**

- 4.1 The Chief Financial Officer has been consulted on the preparation of this report and notes that the cost of awarding the pre-construction contract is budgeted for within the overall BSF Construction Cash Limited budget.
- 4.2 Haringey Council have agreed a protocol with Pfs/DCSF that enables funding payments to continue to flow in advance of DCSF approval of the Final Business Case. Therefore, the programme can be fully funded without the need for Haringey Council to secure additional financing.

#### **5. Head of Legal Services Comments**

- 5.1 Eversheds, the external legal advisers appointed to the BSF Programme, have confirmed that the Constructor Partners Framework Agreement ("the Framework") to which this report relates has been advertised in the Official Journal of the EU using the restricted procedure - a procedure by which expressions of interest are invited with a selection of the contractors who have expressed an interest being invited to tender.
- 5.2 Eversheds have also confirmed that the Framework was established in accordance with EU procurement directives and UK regulations (i.e. the Public Contracts Regulations 2006).
- 5.3 On the 17<sup>th</sup> April 2007 the Cabinet Procurement Committee approved the appointment of six Construction Partners to the Framework.
- 5.4 The reports states that a mini-competition was undertaken with five of the six Constructor Partners (one declined to tender), applying the scoring mechanism set out in the Framework and that, based on the outcome of the mini-competition, the most economically advantageous bid was that submitted by the Constructor Partner named in Appendix 18.2.
- 5.5 The Public Contracts Regulations 2006 allows for the selection of a contractor from a Framework Agreement for the award of a contract based on the outcome of a mini-competition held between the contractors on the Framework Agreement capable of providing the services required under that contract.
- 5.6 The Head of Legal Services confirms that Legal Services are light-touch monitoring the work done by Eversheds and that there are no legal reasons preventing Members from approving the recommendation in Paragraph 3 of this report.

#### **6. Head of Procurement Comments**

- 6.1 The selection of the contractors to compete using mini competition has been carried out in accordance with the BSF Framework Agreements for contractors.
- 6.2 The mini competition was undertaken with those contractors who are suitable to carry out the works based on a price/quality submission.
- 6.3 The price/quality evaluation was price (30%), quality assessment (70%) which included the tender written information (40%) and interview assessment (30%) and were applied in relation to the tenders received.

6.4 A pre-construction agreement is required to move the design stage forward with the constructor and to subsequently tender the work packages for the compilation of the Agreed Maximum Price (AMP).

6.5 The Head of Procurement therefore states that the recommendations in this report will result in overall best value for the Council.

## 7. Local Government (Access to Information) Act 1985

7.1 The following background documents were used in the production of this report:

- Haringey Council's BSF Construction Framework documentation.
- The Council's Standing Orders

7.2 This report contains exempt and non-exempt information. Exempt information is contained in the appendices and is not for publication.

7.3 The exempt information is under the following category

(identified in the amended Schedule 12A of the Local Government Act 1972):

*Information relating to the financial or business affairs of any particular person (including the authority holding that information).*

## 8. Background

8.1 In April 2007, following an Official Journal of the European Union (OJEU) process, Haringey's Procurement Committee agreed a framework of six Constructor Partners (CP). These CPs would be used to source the twelve school projects in the BSF programme.

8.2 In May 2008 it was agreed with the Leader of the Council that, in order to give full Member involvement in the BSF Design and Build process, the pre-construction stage would be reported to Procurement Committee for approval. Subsequently the main award with an Agreed Maximum Price (AMP) would also be presented to Procurement Committee.

8.3 All six contractors from the CP framework passed the financial criteria set to enter a mini competition for Alexandra Park School. Five of the contractors accepted to tender, (one declined, see Appendix 18.1), with tender opening taking place on Friday the 29 August 2008. For the names of the bidders see Appendix 18.1. Bidders responded with an indicative cost plan for the construction, site preliminaries and confirmed their fees to carry out the pre-construction stage of the project. The winning bidder being recommended for a contract for pre-construction services, and the opportunity to negotiate an Agreed Maximum Price.

8.4 The Alexandra Park School project has new build and refurbishment elements – a new two storey building will house a teaching training suite and new 6<sup>th</sup> form area, with the internal refurbishment creating additional space for an ASD and new business studies facilities.

## 9. Evaluation

9.1 The submission was evaluated as follows:

### Price (30% of total score)

9.1.1 The Contractor that submitted the lowest bid in terms of central office overheads and profits based on the anticipated net value of construction scored 100 points. All other tenders score 100 points less 1 for every percentage that their price exceeded the lowest bid. The point score was weighted by 30%.

**Quality of tender submission (40% of total score)**

9.1.2 The following elements made up the quality score:

- A. Confirmation that the initial pricing response still stood and adjustment of it complied with any revised programme information.
- B. Quality of the cost plan – The Council looked for comfort that the initial cost plan levels were acceptable and therefore the cost plan was judged on the amount of consideration given to produce an accurate cost plan, the amount of back up provided on a micro and macro level. The actual final price of the cost plan was not considered in this mini competition.
- C. Proposed management structure and details of any sub-consultants.
- D. CVs of the relevant individuals who will be involved day-to-day provision of the works including the on site management team and an indication of how the scheme contractor would deal with fluctuations in the workload in terms of resources.
- E. Anticipated programme – The Council looked for comfort that the initial programme durations are acceptable and a statement was asked for to confirm that. The Council also looked to use the Contractors knowledge and experience of any innovative alternative programme solutions suggested.

9.1.3 Scores were awarded for each of the categories above and then the total was weighted at 40%.

**Interview (30% of total score)**

9.1.4 The Contractor Partners interviews were held on Thursday 4<sup>th</sup> September 2008 at PRP's London Offices, Representatives from Haringey's Construction Procurement Group, Quantity Surveyor (Potter Raper Partnership), Design Team Partner (T.P. Bennett), Construction Project Manager (Mace), and a representative from Alexandra Park School attended.

9.1.5 Each of the five Contractors who submitted a tender was interviewed. The personnel who would be working on the project were asked to present against three key criteria decided by the schools and their proposed logistics statement. A panel individually scored each response and the average score weighted by 30%.

Each member of the panel individually scored each response and the average score weighted by 30%.

9.2 Each Contractor Partner was scored out of 20 points, 10 points were allocated to the explanation of their logistics statement and 5 points were allocated to both the school and key criteria sections of questions.

9.3 The table in Exempt Appendices 18.1 shows the outcome of the evaluation.



9.4 Pre-construction services include pre-construction design, change control management, supply chain management / works package tendering with full cost management, value engineering, open book accounting, quality assurance, setting up web based document management system, pre construction management , knowledge sharing / innovation, progress meetings, sustainability workshops, method statements, procurement of surveys, procurement of material samples insurances, warranties and bonds

9.5 This is a generic list of services to be provided by the Constructor Partner, these services are covered by the Pre Construction Sum and many/all will be used to allow the Contractor Partner to build up their Agreed Maximum Price (AMP). The services to be undertaken by the Contractor Partner will only be known once the Contractor Partner is in receipt of the Council's Requirements.

## 10. Conclusion

10.1 The formal contract award is programmed to take place in March 2009, at which point the pre-construction agreement will be superseded.

The Evaluation Matrix shows the contractors' scores in each category and their overall score (in bold).

10.2 The tender included an option to tender for Alexandra Park with Fortismere. Should this option be taken it is likely to provide financial savings across both Projects through the appointment of a common senior construction team. These savings will be investigated during the negotiation period prior to confirmation of AMP.

## 11. Sustainability:

Works at the school are embracing the Authorities policy to promote sustainability and strive to achieve a BREEAM 'Very Good' rating. This will include the requirement for low energy solutions, which will be considered and tested through the design stages, being mindful of budget constraints. We will be evaluating:-

- The use of sustainable building material and construction techniques
- Standardisation and off-site construction
- The orientation and positioning of windows and solar shading to make use of beneficial solar gain, whilst providing protection against overheating
- The use of passive natural ventilation systems without the loss of acoustic control
- The installation of specialist service equipment to reduce water, energy and heat consumption
- Efficient lighting
- Simple controls to operate the building systems
- Minimise the amount of plant that will require maintenance.

## 12 Financial Implications

12.1 The fee (see 18.2) for the pre-construction contract for the Alexandra Park School BSF Project is budgeted within the overall Construction Cash Limited Budget of £3,430,000. The pre-construction element of this project forms an integral part of the overall project budget, and therefore allows for the main contract to be let in due course.

12.2 As the Alexandra Park School project is subject to an overall cash limit of £3,430,000, commitment of the fee for pre-construction costs at this stage reduces the overall sum

available for the main construction contract. The overall project cost plan prepared by Potter Raper Partnership based on fees incurred to date, pre-construction costs and projected main construction contract can be delivered within the Cash Limited Budget, based on plans at this point in time.

### **13 Legal Implications – Comments Provided by Eversheds**

13.1 The BSF Framework Agreements with the Construction Partners were established following the correct advertisement in accordance with EC procurement directives and regulations.

13.2 The framework incorporates a mechanism in order to score call offs and mini competitions.

13.3 The scoring matrix compiled for this mini competition was carried out by Haringey's Construction Procurement Group with the assistance of other professional advisers set out in paragraph 9.1.4 of this report.

### **14 Equalities Implications**

14.1 The new build elements of the Alexandra Park School project are being designed to be fully accessible to all levels of physical ability. As part of the vision for the campus, the facilities have the potential to be open to the local community.

### **15 Consultation**

15.1 The designs have been made available throughout the process, for resident drop in sessions, school parents and school governors review days, school council assemblies and information has been posted through the doors of local residents and is available on line for viewing.

15.2 Full consultation has been undertaken as part of the BSF Stage approvals; this had included consultation with Partnership for Schools, CABE, Council planners and building control, the Fire Officer and the Police (Secured by Design).

15.3 Further consultation will take place as part of the planning application process, which has recently started.

### **16. Recommendation**

16.1 The Procurement Committee award the preconstruction contract to the Constructor Partner in appendix 18.2.

### **17. Use of Appendices / Tables / Photographs**

17.1 Evaluation Matrix (18.1)

17.2 Recommended contractor and sum (18.2)

17.3 Construction awards to date (18.3)

[No.]

Agenda item:

**Procurement Committee**16<sup>th</sup> October 2008

Report Title: **Building Schools for the Future (BSF): Award of a Pre-Construction Agreement for Fortismere School.**

Forward Plan reference number: N/A

Report of: **Director of the Children & Young People's Service**

Wards(s) affected: **Fortis Green**

Report for: **Non Key Decision**

**1. Purpose**

- 1.1 To seek Procurement Committee approval to award a pre-construction contract, following a mini competition from the BSF Constructor Partners framework.

**2. Introduction by Cabinet Member**

- 2.1 Fortismere School is one of the twelve schools in the Building Schools for the Future programme that has advanced to the pre-construction stage in its programme.
- 2.2 This project is of major significance to the school and the local community, who will all benefit from the enhanced facilities and consequential transformation.

**3. Recommendations**

- 3.1 That Procurement Committee award the preconstruction contract to the Constructor Partner in appendix 18.2.

**Report Author:** David Bray

**Report Authorised by:**



Sharon Shoesmith  
Director  
The Children and Young People's Service

**Contact Officer:** David Williamson, Head of Secondary Innovations  
e-Mail: [David.williamson@haringey.gov.uk](mailto:David.williamson@haringey.gov.uk)  
Telephone: 020 8489 2939

#### **4. Chief Financial Officer Comments**

- 4.1 The Chief Financial Officer has been consulted on the preparation of this report and notes that the cost of awarding the pre-construction contract is budgeted for within the overall BSF Construction Cash Limited budget.
- 4.2 Haringey Council have agreed a protocol with PfS/DCSF that enables funding payments to continue to flow in advance of DCSF approval of the Final Business Case. Therefore, the programme can be fully funded without the need for Haringey Council to secure additional financing.

#### **5. Head of Legal Services Comments**

- 5.1 Eversheds, the external legal advisers appointed to the BSF Programme, have confirmed that the Constructor Partners Framework Agreement ("the Framework") to which this report relates has been advertised in the Official Journal of the EU using the restricted procedure - a procedure by which expressions of interest are invited with a selection of the contractors who have expressed an interest being invited to tender.
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- 5.3 On the 17<sup>th</sup> April 2007 the Cabinet Procurement Committee approved the appointment of six Construction Partners to the Framework.
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- 5.6 The Head of Legal Services confirms that Legal Services are light-touch monitoring the work done by Eversheds and that there are no legal reasons preventing Members from approving the recommendation in Paragraph 3 of this report.

#### **6. Head of Procurement Comments**

- 6.1 The selection of the contractors to compete using mini competition has been carried out in accordance with the BSF Framework Agreements for contractors.
- 6.2 The mini competition was undertaken with those contractors who are suitable to carry out the works based on a price/quality submission.
- 6.3 The price/quality evaluation was price (30%), quality assessment (70%) which included the tender written information (40%) and interview assessment (30%) and were applied in relation to the tenders received.

- 6.4 A pre-construction agreement is required to move the design stage forward with the constructor and to subsequently tender the work packages for the compilation of the Agreed Maximum Price (AMP).
- 6.5 The Head of Procurement therefore states that the recommendations in this report will result in overall best value for the Council.

## 7. Local Government (Access to Information) Act 1985

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## 8. Background

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8.2 In May 2008 it was agreed with the Leader of the Council that, in order to give full Member involvement in the BSF Design and Build process, the pre-construction stage would be reported to Procurement Committee for approval. Subsequently the main award with an Agreed Maximum Price (AMP) would also be presented to Procurement Committee.

8.3 All six contractors from the CP framework passed the financial criteria set to enter a mini competition for Fortismere. All six contractors accepted to tender with tender opening taking place on Friday the 29 August 2008. For the names of the bidders see Appendix 18.1. Bidders responded with an indicative cost plan for the construction, site preliminaries and confirmed their fees to carry out the pre-construction stage of the project. The winning bidder is recommended for a contract for pre-construction services, and the opportunity to negotiate an Agreed Maximum Price.

8.4 The Fortismere School Project is a new build project. The existing music block will be demolished and a new music block constructed in its place. ICT will be upgraded throughout the school.

## 9. Evaluation

9.1 The submission was evaluated as follows:

**Price (30% of total score)**

- 9.1.1 The Contractor that submitted the lowest bid in terms of preliminaries based on the anticipated net value of construction scored 100 points. All other tenders score 100 points less 1 for every percentage that their price exceeded the lowest bid. The point score was weighted by 30%.

**Quality of tender submission (40% of total score)**

- 9.1.2 The following elements made up the quality score:

- A. Confirmation that the initial pricing response still stood and adjustment of it complied with any revised programme information.
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- C. Proposed management structure and details of any sub-consultants.
- D. CVs of the relevant individuals who will be involved day-to-day provision of the works including the on site management team and an indication of how the scheme contractor would deal with fluctuations in the workload in terms of resources.
- E. Anticipated programme – The Council looked for comfort that the initial programme durations are acceptable and a statement was asked for to confirm that. The Council also looked to use the Contractors knowledge and experience of any innovative alternative programme solutions suggested.

- 9.1.3 Scores were awarded for each of the categories above and then the total was weighted at 40%.

**Interview (30% of total score)**

- 9.1.4 The Contractor Partners interviews were held on Tuesday 9<sup>th</sup> September 2008 at the Haringey Civic Centre Offices. Representatives from Haringey's Construction Procurement Group, Quantity Surveyor (Potter Raper Partnership), Design Team Partner (T.P. Bennett), Construction Project Manager (Mace), and a representative from Fortismere School attended.

- 9.1.5 Each of the six Contractors who submitted a tender was interviewed. The personnel who would be working on the project were asked to present against three key criteria decided by the schools and their proposed logistics statement. A panel individually scored each response and the average score weighted by 30%.

Each member of the panel individually scored each response and the average score weighted by 30%.

- 9.2 Each Constructor Partner was scored out of 20 points, 10 points were allocated to the explanation of their logistics statement and 5 points were allocated to the school and key criteria sections of questions.

- 9.3 The table in Exempt Appendices 18.1 shows the outcome of the evaluation.

- 9.4 Pre-construction services include pre-construction design, change control management, supply chain management / works package tendering with full cost management, value engineering, open book accounting, quality assurance, setting up web based document management system, pre construction management , knowledge sharing / innovation, progress meetings, sustainability workshops, method statements, procurement of surveys, procurement of material samples insurances, warranties and bonds

- 9.5 This is a generic list of services to be provided by the Constructor Partner, these services are covered by the Pre Construction Sum and many/all will be used to allow the Contractor Partner to build up their Agreed Maximum Price (AMP). The services to be undertaken by the Contractor Partner will only be known once the Contractor Partner is in receipt of the Council's Requirements.

## **10. Conclusion**

- 10.1 The formal contract award is programmed to take place in March 2009, at which point the pre-construction agreement will be superseded.

The Evaluation Matrix shows the contractors' scores in each category and their overall score (in bold).

- 10.2 The tender included an option to tender for Alexander Park with Fortismere. Should this option be taken it is likely to provide financial savings across both Projects through appointment of a common senior construction team. These savings will be investigated during the negotiation period prior to confirmation of AMP.

## **11. Sustainability:**

- 11.1 The Fortismere School scheme is under 1000m2 and therefore renewable technologies will not be required to reduce the site's annual carbon dioxide emissions by at least 10%. Measures are being considered in the design to minimise water use, energy efficient lighting, sub-metering, school travel plan, recycled construction materials, Certified Timber (Chain of Custody), reduced Volatile Organic Compounds (VOC) materials.

## **12. Financial Implications**

- 12.1 The fee (see 18.2) for the pre-construction contract for the Fortismere School BSF Project is budgeted within the overall Construction Cash Limited Budget of £4,405,000. The pre-construction element of this project forms an integral part of the overall project budget, and therefore allows for the main contract to be let in due course.

- 12.2 As the Fortismere School project is subject to an overall cash limit of £4,405,000, commitment of the fee for pre-construction costs at this stage reduces the overall sum available for the main construction contract. The overall project cost plan prepared by Potter Raper Partnership based on fees incurred to date, pre-construction costs and projected main construction contract can be delivered within the Cash Limited Budget, based on plans at this point in time.

## **13 Legal Implications – Comments Provided by Eversheds**

- 13.1 The BSF Framework Agreements with the Construction Partners were established following the correct advertisement in accordance with EC procurement directives and regulations.
- 13.2 The framework incorporates a mechanism in order to score call offs and mini competitions.
- 13.3 The scoring matrix compiled for this mini competition was carried out by Haringey's Construction Procurement Group with the assistance of other professional advisers set out in paragraph 9.1.4 of this report.

#### **14 Equalities Implications**

- 14.1 The new build elements of the Fortismere School project are being designed to be fully accessible to all levels of physical ability. As part of the vision for the campus, the facilities have the potential to be open to the local community.

#### **15. Consultation**

- 15.1 The designs have been made available throughout the process, for resident drop in sessions, school parents and school governors review days, school council assemblies and information has been posted through the doors of local residents.
- 15.2 Full consultation has been undertaken as part of the BSF Stage approvals; this had included consultation with Partnership for Schools, CAGE, Council planners and building control, the Fire Officer and the Police (Secured by Design).
- 15.3 Further consultation will take place as part of the planning application process, which has recently started.

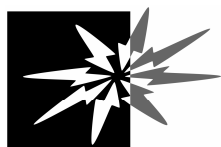
#### **16. Recommendation**

- 16.1 The Procurement Committee award the preconstruction contract to the Constructor Partner in appendix 18.2.

#### **17. Use of Appendices / Tables / Photographs**

- 17.1 Evaluation Matrix (18.1)
- 17.2 Recommended contractor and sum (18.2)
- 17.3 Construction awards to date (18.3)





**Haringey** Council

Agenda item:

**(No.)**

**Procurement Committee**

**Date: 16<sup>th</sup> October 2008**

Report Title: **Decent Homes Works: North Tottenham Phase 7)**

Forward Plan reference number (if applicable):

Report of: **Niall Bolger, Director of Urban Environment**

Wards(s) affected: Northumberland Park

Report for: **Key Decision**

### **1. Purpose**

1.1 This reports sets out a detailed programme of works as it relates to the delivery of the Decent Homes Programme at the property known as Stellar House in Northumberland Park. The works outlined in this report are scheduled to commence on 6th October 2008. As such, this report is seeking Procurement Committee approval to proceed to award the contract and commence with the works in this phase.

### **2. Introduction by Cabinet Member**

2.1 In accordance with our stated commitment to improve the quality of homes for our tenants and to meet housing need, this report informs Members of the Procurement Committee of the current packages of work to commence under the Decent Homes programmes as delivered by Homes for Haringey.

### **3.0 Recommendations**

3.1 To facilitate the delivery of the decent homes works Members of the Procurement Committee are requested to agree:

3.2. To award the contract for the above Project to the contractor named in Appendix A as allowed under Contract Standing Order (CSO) 11.03 and that the AMP (Agreed Maximum Price) excluding fees as detailed in Para 2.2 of Appendix A be noted.

Report Authorised by: **Niall Bolger, Director of Urban Environment**

Contact Officer: **Larry Ainsworth**  
**Strategic Client Representative**  
**Homes for Haringey, River Park House (6<sup>th</sup> Floor)**  
**225 High Road. London N22 4HQ**  
**Tel no: (020 8489 1134 .e.mail: larry.ainsworth@homesforharingey.org**

#### **4.0 Chief Finance Officer Comments**

- 4.1 It should be noted that on 13<sup>th</sup> Feb 2007, this committee approved framework agreements with Decent Homes contractors and compliance teams, to cover 4 areas. This report details the specific works needed to Stellar House, N17, priced in accordance with the framework agreement.
- 4.2 Members will be aware that DCLG has approved the funding for Decent Homes, totalling £198.5m phased over six years of which £27.5m has been approved for 2008-09. This scheme is included in the schedule for 2008-09, thus will be funded from this budget.
- 4.3 It should be noted that so far (excluding the reports on this agenda) 24 contracts have been approved by this committee; totalling some £25.6m. With the approval of the three Contracts on this agenda, this will bring the total commitments to £30.1. The extra costs above the currently approved budget is proposed to be funded from recharges made to leaseholder for works to their properties.

#### **5.0 Head of Legal Services Comments**

- 5.1 This report is seeking Procurement Committee approval to award a call-off contract for Decent Homes works at 102 properties in the North Tottenham area of the borough (*details of which are set out in Paragraph 15.2 below*), to the contractor named in Paragraph 2.1 of Appendix A to this report.
- 5.2 Cabinet Procurement Committee had on 13<sup>th</sup> February 2007 granted approval to the award of four Decent Homes Constructor Partner Framework Agreements in respect of four areas within the Borough (Wood Green, Hornsey, North Tottenham and South Tottenham) to four respective contractors, of which the recommended contractor is one.
- 5.3 The Framework Agreements were tendered in the EU and selection of the Framework contractors was undertaken in compliance with the Public Contracts Regulations 2006, as confirmed by external legal advisers (Trowers and Hamlin) who provided legal advice on the procurement of the Framework Agreements.
- 5.4 The contractor named in Paragraph 2.1 of Appendix A to this report was awarded the Framework Agreement in respect of the North Tottenham area.
- 5.5 As the value of the contract is above the Council's Key Decision threshold of £500,000, the Council's Arms Length Management Organisation, Homes for Haringey, who undertook the procurement of the contract on behalf of the Council have confirmed that, in accordance with CSO 11.04, details of this contract have been included on the Forward Plan.

- 5.6 The reports state that there are no leasehold properties in this phase of the Decent Homes project. Therefore the statutory leaseholder consultation requirements do not apply.
- 5.7 The value of the proposed contract exceeds £250,000 therefore the award must be agreed by the Procurement Committee, in accordance with CSO 11.3.
- 5.8 The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendation as to the contract award set out in Paragraph 3 of this report.

#### **6.0 Head of Procurement Comments**

- 6.1 The selection of the contractor for these works has been undertaken from the Decent Homes contractor framework.
- 6.2 The Client needs ensure that a risk register is in place for the works and that it is reviewed on a regular basis.
- 6.3 An Agreed Maximum Price has been agreed by the parties prior to start on site, in accordance with the process allowed under the form of contract.
- 6.4 The Head of Procurement therefore states that the recommendations in this report offer best value for the Council.

#### **7.0 Local Government (Access to Information) Act 1985**

- 7.1 The background papers relating to this project are:
- 'The Award of Framework Agreements to four Decent Homes Constructors Partners'.
  - Pre Qualification Questionnaires (PQQ) Responses from Constructors dated September 2006.
  - Short List Report dated October 2006
  - Invitation to Tender Document dated October 2006
  - Tender Reports dated February 2007
- These can be obtained from Larry Ainsworth – Strategic Client Representative on 020 8489 1134.
- 7.2 This report contains exempt and non exempt information. Exempt information is contained in Appendix A of this report and is **NOT FOR PUBLICATION**. The exempt information is under the following category ( identified in the amended Schedule 12A of the Local Government Act 1972):
- 7.3 Information relating to the financial or business affairs of any particular person (including the authority holding that information).

## **8. Strategic Implications**

- 8.1 Homes for Haringey supports the Council's Housing Strategy and is committed to providing an excellent housing service while effectively delivering the decent homes programme for the residents of Haringey. As its strategic delivery partner Homes for Haringey is committed to ensuring that the decent homes programmes meets the aspirations of residents and Members. The package of works set out in this report forms part of the overall delivery of the Decent Homes Programme.

## **9. Financial Implications**

- 9.1 This scheme is estimated to cost the amount set out in paragraph 2.3 of Appendix A.
- 9.2 Provision for this exists within the Decent Homes Budget for 2008/2009 and details of spend to date are set out in Appendix 2

## **10. Legal Implications**

- 10.1 See section 5 above.

## **11. Equalities Implications**

- 11.1 The works will ensure that all tenants and leaseholders living throughout the borough will reside in a decent home by the end of this programme of work.
- 11.2 This improvement will benefit all occupants of the properties, which include disabled, elderly and people from the minority ethnic communities.

## **12. Consultation**

- 12.1 Homes for Haringey has carried out detailed consultation with the residents that will be effected by the works set out in this report. A resident's meeting was held on 24<sup>th</sup> July 2008 and was attended by 8 residents. The Ward Member was invited to attend. This was followed by a newsletter issued to residents on 8<sup>th</sup> August 2008.
- 12.2 Leasehold consultation forms part of the overall consultation process and is a statutory requirement. Details of this are set out in paragraph 18 of this report.

## **13. Background**

- 13.1 The requirement for all local authority homes to meet the Decent Homes Standard was set out by The Office of the Deputy Prime Minister (ODPM) now known as Department for Communities and Local Government (DCLG) in February 2003. The objective of the Decent Homes Standard is that every tenanted home should be decent in accordance with the guidelines of the ODPM (now DCLG) by December 2010.

- 13.2 The Decent Homes Programme is a long term programme of major investment to bring all tenanted homes up to a decent standard. Environmental improvements, including sustainability issues, may represent up to 5% of the overall programme.
- 13.3 Managing and delivering the Decent Homes programme to cost, time and to the expectation of the tenants and residents of Haringey is paramount and as such requires the appointment of Constructors with a proven track record of delivering a similar programme for other Local Authorities/ALMOs.
- 13.4 On 13<sup>th</sup> Feb 2007, this committee approved the framework agreements to four Decent Homes contractors and 4 compliance teams, to cover 4 areas. The procurement and delivery of the Decent Homes Constructors has been managed by Homes for Haringey under the terms of its management agreement with the Council.

#### **14. Agreed Maximum Price**

- 14.1 The Agreed Maximum Price is based on the schedule of rates contained within the contractors tender returned 30<sup>th</sup> November 2006.
- 14.2 The Agreed Maximum Price is the procedure for determining the cost of a project under the PPC2000 (Project Partnering Contract) form of contract. The PPC2000 form of contract was formed from the 'Egan Report' and was designed to allow the early appointment of constructors and specialists.
- 14.3 The Project Partnering Contract (PPC2000) is designed to allow for a multi party approach by the client, constructor, consultants and specialists in order to provide a consistent approach to working within a partnering ethos. The Project Partnering Contract (PPC2000) also provides the opportunity to progress joint selection of supply chains and supply chain partnering to encompass value engineering and allows for 'open book' accountability.

#### **14.4 Detailed below is a summary of contractor details:**

Total estimated construction cost (excluding fees)	para 2.1 Appendix A
Anticipated Contract start on site	29 <sup>th</sup> September 2008
Anticipated Contract completion	19 <sup>th</sup> December 2008
Contract duration	12 weeks
Contractor	para 2.2 Appendix A

#### **15. Property address location**

- 15.2 This report details the specific works required to the 102 properties in the North Tottenham area and are priced in accordance with the framework agreement.

Listed below are the property addresses that will benefit from the raft of decent homes work under this particular phase of the programme:

**General Needs Dwellings**

<b>Property Address</b>	<b>No of units</b>	<b>Property Type</b>	<b>Floor level</b>	<b>No of Leaseholders</b>	<b>Type of Roof</b>	<b>Conservation area</b>
<b>Stellar House</b>	<b>102</b>	<b>High Rise Block</b>	<b>17</b>	<b>11</b>	<b>Flat</b>	<b>No</b>

**16. Schedule of works**

- 16.1 The scope of improvements works included under this phase of the programme will include internal rewires, kitchen and bathroom refurbishment and Digital IRS Installation. Additional details relating to specific works under the programme are set out below:

**16.2 Proposed Roof works**

- 16.3 The current dwellings identified in this phase of works have a flat roof. Upon inspection the current condition of the roof was found to be in good condition. The estimated life cycle of the roof is 15 years. This is a high rise block and therefore conversion to a pitched roof would, in the future require considerable outlay for maintenance. Due to the existing condition of the roof and it is not proposed to undertake any works during this phase.

**16.4 Digital Satellite Provision**

- 16.5 The provision of an integrated satellite reception system will reduce the quantity of satellite dishes affixed to the property and reduce damage to the building fabric. Under this scheme, it is proposed to install IRS (integrated reception system) Sky, Hotbird, Turksat DAB (digital audio broadcasting) radio community channels for residents. Further details can be obtained by viewing: <http://en.kingofsat.net/tv-28.2E.php> The IRS system is not included in this contract as a separate tender was previously sought under the Capital programme. This will be forwarded for approval under delegated authority. As this is subject to a Section 20 notice, which expires on the 15<sup>th</sup> September, it is recommended that the works remain separate contractually, however, arrangements are being made for the works to be coordinated with the main decent homes contract in order to minimise any disruption to the residents..
- 16.6 In addition, there was a concern raised that the water pumps to the block would cut off due to low water pressure allowing opened taps to cause flooding. The Design and Engineering section have investigated and tested the pumps to the block and confirm that the reset mechanism is now fully operational following the identification of a sticking pump valve.
- 16.7 Residents will be written to and advised to remove their individual dish. Where dishes have not been removed, instructions will be given to the contractor to remove. The relevant tenancy officer will be provided with

the details in order to pursue enforcement action should the dishes be erected after completion of the works.

#### **16.8 Environmental Improvements**

16.8 There are no proposed environmental works during this phase of decent homes works.

#### **16.9 Sustainability**

16.10 The procurement of materials and components to be used during the decent homes programme will involve the selection of products that have a positive impact on the environment. The new windows will improve the thermal efficiency of the properties as well as reduce future maintenance costs.

16.11 The new wiring contains an element of copper; a material that can be recycled at the end of its useful life and will reduce the need for maintenance as testing of the electrical system is carried out after ten years for dwellings and five years for the landlord's services.

16.12 The dwellings that benefit from new kitchen and bathroom replacement will be fitted with two low energy light fittings. The selected kitchen, Premiere, has received the F.I.R.A Gold Award and Kite mark Certification with a life expectancy of thirty years.

16.13 The scheme has been carefully designed where possible to allow for minimising waste during the construction and consideration given to the useful life of the products.

16.14 The contractor is registered and complies with the Considerate Constructors Scheme.

#### **16.15 Conservation Areas**

16.16 In administering the decent homes programmes due regard will be shown for areas that are subject to specific consents relating to conservation.

16.17 For the purposes of this programme, the Planning department has confirmed that there are no conservations consents required

#### **17. Leasehold Consultation**

17.1 The Service Charges (Consultation Requirements) (England) Regulations 2003 ('the Regulations') require Homes for Haringey to conduct formal consultation with every leaseholder in the Borough. A Notice of Intention to appoint Constructor Partners was sent to leaseholders on the 21 July 2006. The form and content of the Notice was approved by Mr Jonathan Brock, a leading property law Queen's Counsel, before it was issued. In March last year the LVT awarded the dispensation in respect of the appointment of the Constructor Partners.

#### **18. Leasehold Implications**

- 18.1 As there are no communal or external works identified within this phase of works, there are no works that will affect leaseholders and therefore no section 20 notice requirements or costs.

## **19. Project Management**

- 19.1 Homes for Haringey, managing this contract on behalf of the Council have appointed a project manager to manage the project team. A risk assessment has been carried out and it will be reviewed at the monthly progress meeting.

- 19.2 The key members of the project team are as follows:

- Larry Ainsworth Strategic Client Representative – Homes for Haringey
- Karl Walbrook Compliance Team – John Rowan & Partners
- Sharon Morgan Head of Tenancy Management – Homes for Haringey

## **20.0 Health and Safety Implications**

- 20.1 All contractors invited to tender have been assessed as competent under the Construction Health and Safety Assessment Scheme (CHAS), which is an industry-wide body. They also comply with the requirements of the Council's Health and Safety policy.
- 20.2 The Construction (Design and Management) Regulations 2007 apply to this project and the contractor's Construction Phase Health and Safety Plan will be checked and approved by the CDM Co-ordinator before works start on site.

## **21.0 Conclusion**

- 21.1 That the procurement committee accept the recommendations outlined in section 3 above.

## **22.0 Use of Appendices/Tables/Photographs**

**Appendices A** Exempt information

**B Decent Homes expenditure to date**



## Decent Homes Expenditure to date

Area	Report Number	Agreed Maximum Price by work package	Start on Site	Finish on site
Hornsey	HOPH1	£ 1,562,501.00	08/09/2008	05/12/2008
Hornsey	HOPH2	£ 2,864,346.00	13/10/2008	06/03/2009
Hornsey	HOPH3	£ 598,967.13	02/06/2008	22/08/2008
Hornsey	HOPH4	£ 252,333.26	16/06/2008	04/08/2008
Hornsey	HOPH5	£ 242,652.04	18/08/2008	12/09/2008
North Tottenham	NT1	£ 1,063,712.39	19/05/2008	22/08/2008
North Tottenham	NT2	£ 369,121.73	23/06/2008	15/08/2008
North Tottenham	NT3	£ 1,237,224.22	07/07/2008	07/11/2008
North Tottenham	NT4	£ 941,314.91	09/06/2008	05/09/2008
North Tottenham	NT5	£ 1,203,761.28	21/07/2008	21/11/2008
North Tottenham	NT6	£ 834,402.46	15/09/2008	19/12/2008
South Tottenham	ST1	£ 648,274.23	31/03/2008	18/07/2008
South Tottenham	ST2	£ 1,220,885.05	02/06/2008	14/11/2008
South Tottenham	ST3	£ 830,501.14	02/06/2008	19/09/2008
South Tottenham	ST4	£ 2,402,166.68	16/06/2008	06/03/2009
South Tottenham	ST5	£ 1,380,645.06	30/06/2008	23/01/2009
South Tottenham	ST6	£ 627,875.90	30/06/2008	17/10/2008
South Tottenham	ST7	£ 2,048,608.79	04/08/2008	06/03/2009
South Tottenham	ST8	£ 1,382,707.77	06/10/2008	06/03/2009
Wood green	WG1	£ 2,517,554.10	19/05/2008	12/01/2009
Wood green	WG2	£ 220,959.70	27/05/2008	14/07/2008
Wood green	WG3	£ 466,558.48	04/08/2008	03/11/2008
Wood green	WG4	£ 359,973.69	04/08/2008	06/10/2008
Wood green	WG5	£ 322,255.86	08/09/2008	03/11/2008
Total		£ 25,599,302.87		

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**Haringey** Council

Agenda item:

**(No.)**

**Procurement Committee**

**Date: 16<sup>th</sup> October 2008**

Report Title: **Decent Homes Works: North Tottenham Phase 8**

Forward Plan reference number

Report of: **Niall Bolger, Director of Urban Environment**

Wards(s) affected: Tottenham Hale

Report for: **Key Decision**

### **1. Purpose**

1.1 This reports sets out a detailed programme of works as it relates to the delivery of the Decent Homes Programme at the properties known as 1-189 Reed Road. The works outlined in this report is scheduled to commence on 6th October 2008. As such, this report is seeking Procurement Committee approval to proceed to award the contract and commence with the works in this phase.

### **2. Introduction by Cabinet Member**

2.1 In accordance with our stated commitment to improve the quality of homes for our tenants and to meet housing need, this report informs Members of the Procurement Committee of the current packages of work to commence under the Decent Homes programmes as delivered by Homes for Haringey.

2.2 Considering the short life span of the flat roofs and the fact the one needs to be completely replaced the Cabinet Members requests that the flat roofs on the three brick built blocks be replaced with a pitched roof.

### **3.0 Recommendations**

3.1 To facilitate the delivery of the decent homes works Members of the Procurement Committee are requested to agree:

3.2. To award the contract for the above Project to the contractor named in Appendix A as allowed under Contract Standing Order (CSO) 11.03 and that the AMP (Agreed Maximum Price) excluding fees as detailed in Para 2.2 of Appendix A be noted.

Report Authorised by: **Niall Bolger, Director of Urban Environment**

Contact Officer: **Larry Ainsworth**  
**Strategic Client Representative**  
**Homes for Haringey, River Park House (6<sup>th</sup> Floor)**  
**225 High Road. London N22 4HQ**  
**Tel no: (020 8489 1134 e.mail: larry.ainsworth@homesforharingey.org**

#### **4.0 Chief Finance Officer Comments**

- 4.1 It should be noted that on 13<sup>th</sup> Feb 2007, this committee approved framework agreements with Decent Homes contractors and compliance teams, to cover 4 areas. This report details the specific works needed to Reed Road, N17, priced in accordance with the framework agreement.
- 4.2 Members will be aware that DCLG has approved the funding for Decent Homes, totalling £198.5m phased over six years of which £27.5m has been approved for 2008-09. This scheme is included in the schedule for 2008-09. However, as some of the works are going to be completed in the next financial year funding for this element will be a first call against the Decent Homes allocation for 2009/10.
- 4.3 It should be noted that so far (excluding the reports on this agenda) 24 contracts have been approved by this committee; totalling some £25.6m. With the approval of the three Contracts on this agenda, this will bring the total commitments to £30.1m based on the flat roof option. The extra costs above the currently approved budget is proposed to be funded from recharges made to leaseholder for works to their properties.
- 4.4 The report also provides information for a pitched roof option. The additional cost of this is £0.907m. The Decent Homes funding does not include resources for pitched roofs and therefore currently there is no budget to fund this work.

#### **5.0 Head of Legal Services Comments**

- 5.1 This report is seeking Procurement Committee approval to award a call-off contract for Decent Homes works at 113 properties in the North Tottenham area of the borough (*details of which are set out in Paragraph 15.2 below*), to the contractor named in Paragraph 2.1 of Appendix A to this report.
- 5.2 Cabinet Procurement Committee had on 13<sup>th</sup> February 2007 granted approval to the award of four Decent Homes Constructor Partner Framework Agreements in respect of four areas within the Borough (Wood Green, Hornsey, North Tottenham and South Tottenham) to four respective contractors, of which the recommended contractor is one.
- 5.3 The Framework Agreements were tendered in the EU and selection of the Framework contractors was undertaken in compliance with the Public Contracts Regulations 2006, as confirmed by external legal advisers (Trowers and Hamlin) who provided legal advice on the procurement of the Framework Agreements.

- 5.4 The contractor named in paragraph 2.1 of Appendix A to this report was awarded the Framework Agreement in respect of the North Tottenham area.
- 5.5 As the value of the contract is above the Council's Key Decision threshold of £500,000, the Council's Arms Length Management Organisation, Homes for Haringey, who undertook the procurement of the contract on behalf of the Council have confirmed that, in accordance with CSO 11.04, details of this contract have been included on the Forward Plan.
- 5.6 The report states that the statutory leaseholder consultation has been undertaken and no adverse comments were received from leaseholders.
- 5.7 The value of the proposed contract exceeds £250,000 therefore the award must be agreed by the Procurement Committee, in accordance with CSO 11.3.
- 5.8 The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendation as to the contract award set out in Paragraph three of this report

#### **6.0 Head of Procurement Comments**

- 6.1 The selection of the contractor for these works has been undertaken from the Decent Homes contractor framework.
- 6.2 The Client needs ensure that a risk register is in place for the works and that it is reviewed on a regular basis.
- 6.3 An Agreed Maximum Price has been agreed by the parties prior to start on site, in accordance with the process allowed under the form of contract.
- 6.4 The Head of Procurement therefore states that the recommendations in this report offer best value for the Council.

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- 7.1 The background papers relating to this project are:
- 'The Award of Framework Agreements to four Decent Homes Constructors Partners'.
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(including the authority holding that information).

## **8. Strategic Implications**

- 8.1 Homes for Haringey supports the Council's Housing Strategy and is committed to providing an excellent housing service while effectively delivering the decent homes programme for the residents of Haringey. As its strategic delivery partner Homes for Haringey is committed to ensuring that the decent homes programmes meets the aspirations of residents and Members. The package of works set out in this report forms part of the overall delivery of the Decent Homes Programme.

## **9. Financial Implications**

- 9.1 This scheme is estimated to cost the amount set out in paragraph 2.3 of Appendix A.
- 9.2 Provision for this exists within the Decent Homes Budget for 2008/2009 and 2009/2010 and details of spend to date are set out in Appendix B.

## **10. Legal Implications**

- 10.1 See section 5 above.

## **11. Equalities Implications**

- 11.1 The works will ensure that all tenants and leaseholders living throughout the borough will reside in a decent home by the end of this programme of work.
- 11.2 This improvement will benefit all occupants of the properties, which include disabled, elderly and people from the minority ethnic communities.

## **12. Consultation**

- 12.1 Homes for Haringey has carried out detailed consultation with the residents that will be effected by the works set out in this report. A resident's meeting was held on 4th September 2008 and was attended by 12 residents. The Ward Member was invited to attend. This was followed by a newsletter issued to residents on 22nd September 2008.
- 12.2 Leasehold consultation forms part of the overall consultation process and is a statutory requirement. Details of this are set out in paragraph 18 of this report.

## **13. Background**

- 13.1 The requirement for all local authority homes to meet the Decent Homes Standard was set out by The Office of the Deputy Prime

Minister (ODPM) now known as Department for Communities and Local Government (DCLG) in February 2003. The objective of the Decent Homes Standard is that every tenanted home should be decent in accordance with the guidelines of the ODPM (now DCLG) by December 2010.

- 13.2 The Decent Homes Programme is a long term programme of major investment to bring all tenanted homes up to a decent standard. Environmental improvements, including sustainability issues, may represent up to 5% of the overall programme.
- 13.3 Managing and delivering the Decent Homes programme to cost, time and to the expectation of the tenants and residents of Haringey is paramount and as such requires the appointment of Constructors with a proven track record of delivering a similar programme for other Local Authorities/ALMOs.
- 13.4 On 13<sup>th</sup> Feb 2007, this committee approved the framework agreements to four Decent Homes contractors and 4 compliance teams, to cover 4 areas. The procurement and delivery of the Decent Homes Constructors has been managed by Homes for Haringey under the terms of its management agreement with the Council.

#### **14. Agreed Maximum Price**

- 14.1 The Agreed Maximum Price is based on the schedule of rates contained within the contractors tender returned 30<sup>th</sup> November 2006.
- 14.2 The Agreed Maximum Price is the procedure for determining the cost of a project under the PPC2000 (Project Partnering Contract) form of contract. The PPC2000 form of contract was formed from the 'Egan Report' and was designed to allow the early appointment of constructors and specialists.
- 14.3 The Project Partnering Contract (PPC2000) is designed to allow for a multi party approach by the client, constructor, consultants and specialists in order to provide a consistent approach to working within a partnering ethos. The Project Partnering Contract (PPC2000) also provides the opportunity to progress joint selection of supply chains and supply chain partnering to encompass value engineering and allows for 'open book' accountability.

#### **14.4 Detailed below is a summary of contractor details:**

Total estimated construction cost (excluding fees)	para 2.1 Appendix A
Anticipated Contract start on site	6th October 2008
Anticipated Contract completion	22nd May 2009
Contract duration	31 weeks
Contractor	para 2.2 Appendix A

#### **15. Property address location**

- 15.2 This report details the specific works required to the 113 properties in the North Tottenham area and are priced in accordance with the framework

agreement. Listed below are the property addresses that will benefit from the raft of decent homes work under this particular phase of the programme:

#### **General Needs Dwellings**

<b>Property Address</b>	<b>No of units</b>	<b>Property Type</b>	<b>Floor level</b>	<b>No of Leaseholders</b>	<b>Type of Roof</b>	<b>Conservation area</b>
<b>Reed Road</b>	<b>113</b>	<b>Low Rise</b>	<b>3</b>	<b>35</b>	<b>Flat</b>	<b>No</b>

### **16. Schedule of works**

16.1 The scope of improvements works included under this phase of the programme will include window and door renewal, rewires, kitchen and bathroom refurbishment and Digital IRS Installation and roof renewal. The works are programmed to commence with the internal works first with the external works, requiring scaffolding to commence after the festive break. Additional details relating to specific works under the programme are set out below:

#### **16.2 Proposed Roof works**

16.3 The current dwellings identified in this phase of works have a flat roof blocks 1 – 35, 2 – 36, 37 – 111 and 113 - 189. Upon inspection the current condition of the roofs was found to be that one block (1 – 35) required a new roof, the remaining three had between 12 and 15 years life remaining. We therefore propose to replace the one roof to match the existing roofs.

16.4 Contractors were asked to acquire the reports of a specialist roofing contractor to obtain detailed costs to replace the roof/s with a pitched roof. This requires a detailed inspection of the existing roof as well as the structural condition and fabric of the building to ensure the building can accommodate the loadings of a pitched roof. Details are set out below and revised costs are set out in Appendix A

**AMP 8 - Reed Road**

**Total cost 08/09 (inc. scaffolding)**

<b>Scope of Works</b>	<b>AMP 8 - Reed Road</b>
-----------------------	--------------------------



	1-35 Reed Road	2-36 reed Road	37-111 Reed Road	113 - 189 Reed Road	Total
Replacement Flat roof with Isolated Repairs	96,023	5,000	10,000	1,300	112,323
Replacement Flat to Pitch roof	172,461	172,461	399,442	230,059	974,423

**Total cost over 35 Year Life Cycle (inc scaffolding)**

Scope of Works	AMP 8 - Reed Road				
	1-35 Reed Road	2-36 reed Road	37-111 Reed Road	113 - 189 Reed Road	Total
Replacement Flat roof with Isolated Repairs	284,519	154,992	287,830	189,464	916,805
Replacement Flat to Pitch roof	228,096	228,096	455,077	285,694	1,196,963

*Total saving*

**280,158**

The existing condition will require one roof to be replaced and it is proposed to undertake the renewal of this flat roof during this phase of works subject to receipt of the specialist report.

## 16.5 Digital Satellite Provision

16.6 The provision of an integrated satellite reception system will reduce the quantity of satellite dishes affixed to the property and reduce damage to the building fabric. Under this scheme, it is proposed to install IRS (integrated reception system) Sky, Hotbird, Turksat DAB (digital audio broadcasting) radio community channels for residents. Further details can be obtained by viewing: <http://en.kingofsat.net/tv-28.2E.php>

16.7 Residents will be written to and advised to remove their individual dish. Where dishes have not been removed, instructions will be given to the contractor to remove. The relevant tenancy officer will be provided with the details in order to pursue enforcement action should the dishes be erected after completion of the works.

## 16.8 Environmental Improvements

16.9 There are no proposed environmental works during this phase of decent homes works.

## 16.10 Sustainability

16.11 The procurement of materials and components to be used during the decent homes programme will involve the selection of products that have a positive impact on the environment. The new windows will improve the thermal efficiency of the properties as well as reduce future maintenance costs.

- 16.12 The new wiring contains an element of copper; a material that can be recycled at the end of its useful life and will reduce the need for maintenance as testing of the electrical system is carried out after ten years for dwellings and five years for the landlord's services.
- 16.13 The dwellings that benefit from new kitchen and bathroom replacement will be fitted with two low energy light fittings. The selected kitchen, Premiere, has received the F.I.R.A Gold Award and Kite mark Certification with a life expectancy of thirty years.
- 16.14 The scheme has been carefully designed where possible to allow for minimising waste during the construction and consideration given to the useful life of the products.
- 16.15 The contractor is registered and complies with the Considerate Constructors Scheme.

#### **16.16 Conservation Areas**

- 16.17 In administering the decent homes programmes due regard will be shown for areas that are subject to specific consents relating to conservation.
- 16.18 For the purposes of this programme, the Planning department has confirmed that there are no conservations consents required

### **17. Leasehold Consultation**

- 17.1 The Service Charges (Consultation Requirements) (England) Regulations 2003 ('the Regulations') require Homes for Haringey to conduct formal consultation with every leaseholder in the Borough. A Notice of Intention to appoint Constructor Partners was sent to leaseholders on the 21 July 2006. The form and content of the Notice was approved by Mr Jonathan Brock, a leading property law Queen's Counsel, before it was issued. In March last year the LVT awarded the dispensation in respect of the appointment of the Constructor Partners.

### **18. Leasehold Implications**

- 18.1 The Service Charges (Consultation Requirements) (England) Regulations 2003 ('the Regulations') require Homes for Haringey to conduct formal consultation with every leaseholder in the Borough. A Notice of Intention to appoint Constructor Partners was sent to leaseholders on the 21 July 2006. The form and content of the Notice was approved by Mr Jonathan Brock, a leading property law Queen's Counsel, before it was issued. In March last year the LVT awarded the dispensation in respect of the appointment of the Constructor Partners.

### **19. Leasehold Implications**

- 19.1 As a result of applications made under the Right to Buy legislation, there are 35 leaseholders living in the properties affected by the works described in this report. The number of leaseholder dwellings where

the Section 125 Notice is within the 5 year period is 8 while the number outside the period is 27. This report provides a breakdown of the costs for each group in paragraph 19.5.

- 19.2 Under the terms of their lease the lessee is required to make a contribution towards the cost of maintaining in good condition the main structure, the common parts and common services of the building. Such contributions are recovered by the freeholder through the lessees service charge account.
- 19.3 In accordance with The Service Charges Regulations 2003, under schedule 3, notice was issued on 8th August 2008 and expired on 7th September 2008.
- 19.4 The notice gave a description of the proposed works and provided details for the costs of the works.
- 19.5 The total amount estimated to be recovered from the 35 leaseholders is £300,518.89. This is broken down as follows:
1. Leaseholders within the 5 year Section 125 period total estimated recoverable charges £34,053.18
  2. Leaseholders outside of the 5 year Section 125 period total estimated recoverable charges £266,465.71.
- 19.6 The charges to all 35 leaseholders are limited to the estimates contained in their Offer Notices. Invoices for these works will be included with the annual Certificate of Actual Service Charge, which is sent to every leaseholder after the end of the financial year. Each invoice will be calculated on the basis of the stage payments and other costs incurred in respect of the contract during the year. The invoice will be payable interest free over a period of up to one year. For longer periods interest is chargeable, currently at 7.46%.
- 19.7 No works commenced during the notice period or where there has been an outstanding leasehold enquiry as a result of the notice.
- 19.8 No observations were received for this project.

## **20. Project Management**

- 20.1 Homes for Haringey, managing this contract on behalf of the Council have appointed a project manager to manage the project team. A risk assessment has been carried out and it will be reviewed at the monthly progress meeting.
- 20.2 The key members of the project team are as follows:
- Larry Ainsworth Strategic Client Representative – Homes for Haringey

- Karl Walbrook Compliance Team – John Rowan & Partners
- Sharon Morgan Head of Tenancy Management – Homes for Haringey

### **21.0 Health and Safety Implications**

- 21.1 All contractors invited to tender have been assessed as competent under the Construction Health and Safety Assessment Scheme (CHAS), which is an industry-wide body. They also comply with the requirements of the Council's Health and Safety policy.
- 21.2 The Construction (Design and Management) Regulations 2007 apply to this project and the contractor's Construction Phase Health and Safety Plan will be checked and approved by the CDM Co-ordinator before works start on site.

### **22.0 Conclusion**

- 22.1 That the procurement committee accept the recommendations outlined in section 3 above.

### **23.0 Use of Appendices/Tables/Photographs**

**Appendices A** Exempt information

**B Decent Homes expenditure to date**

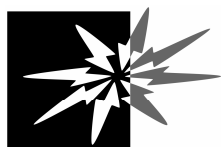
## **APPENDIX B**

### **Decent Homes Expenditure to date**

Area	Report Number	Agreed Maximum Price by work package	Start on Site	Finish on site

Hornsey	HOPH1	£ 1,562,501.00	08/09/2008	05/12/2008
Hornsey	HOPH2	£ 2,864,346.00	13/10/2008	06/03/2009
Hornsey	HOPH3	£ 598,967.13	02/06/2008	22/08/2008
Hornsey	HOPH4	£ 252,333.26	16/06/2008	04/08/2008
Hornsey	HOPH5	£ 242,652.04	18/08/2008	12/09/2008
North Tottenham	NT1	£ 1,063,712.39	19/05/2008	22/08/2008
North Tottenham	NT2	£ 369,121.73	23/06/2008	15/08/2008
North Tottenham	NT3	£ 1,237,224.22	07/07/2008	07/11/2008
North Tottenham	NT4	£ 941,314.91	09/06/2008	05/09/2008
North Tottenham	NT5	£ 1,203,761.28	21/07/2008	21/11/2008
North Tottenham	NT6	£ 834,402.46	15/09/2008	19/12/2008
South Tottenham	ST1	£ 648,274.23	31/03/2008	18/07/2008
South Tottenham	ST2	£ 1,220,885.05	02/06/2008	14/11/2008
South Tottenham	ST3	£ 830,501.14	02/06/2008	19/09/2008
South Tottenham	ST4	£ 2,402,166.68	16/06/2008	06/03/2009
South Tottenham	ST5	£ 1,380,645.06	30/06/2008	23/01/2009
South Tottenham	ST6	£ 627,875.90	30/06/2008	17/10/2008
South Tottenham	ST7	£ 2,048,608.79	04/08/2008	06/03/2009
South Tottenham	ST8	£ 1,382,707.77	06/10/2008	06/03/2009
Wood green	WG1	£ 2,517,554.10	19/05/2008	12/01/2009
Wood green	WG2	£ 220,959.70	27/05/2008	14/07/2008
Wood green	WG3	£ 466,558.48	04/08/2008	03/11/2008
Wood green	WG4	£ 359,973.69	04/08/2008	06/10/2008
Wood green	WG5	£ 322,255.86	08/09/2008	03/11/2008
Total		£ 25,599,302.87		

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**Haringey** Council

Agenda item:

**(No.)**

**Procurement Committee**

**Date: 16<sup>th</sup> October 2008**

Report Title: **Decent Homes Works: North Tottenham Phase 9**

Forward Plan reference number

Report of: **Niall Bolger, Director of Urban Environment**

Wards(s) affected: Northumberland Park

Report for: **Key Decision**

### **1. Purpose**

1.1 This reports sets out a detailed programme of works as it relates to the delivery of the Decent Homes Programme at properties known as Northumberland Park . The works outlined in this report is scheduled to commence on 6th October 2008. As such, this report is seeking Procurement Committee approval to proceed to award the contract and commence with the works in this phase.

### **2. Introduction by Cabinet Member)**

2.1 In accordance with our stated commitment to improve the quality of homes for our tenants and to meet housing need, this report informs Members of the Procurement Committee of the current packages of work to commence under the Decent Homes programmes as delivered by Homes for Haringey.

### **3.0 Recommendations**

3.1 To facilitate the delivery of the decent homes works Members of the Procurement Committee are requested to agree:

3.2. To award the contract for the above Project to the contractor named in Appendix A as allowed under Contract Standing Order (CSO) 11.03 and that the AMP (Agreed Maximum Price) excluding fees as detailed in Para 2.2 of Appendix A be noted.

Report Authorised by: **Niall Bolger, Director of Urban Environment**

Contact Officer: **Larry Ainsworth**  
**Strategic Client Representative**  
**Homes for Haringey, River Park House (6<sup>th</sup> Floor)**  
**225 High Road. London N22 4HQ**  
**Tel no: (020 8489 1134 .e.mail: larry.ainsworth@homesforharingey.org**

#### **4.0 Chief Finance Officer Comments**

- 4.1 It should be noted that on 13<sup>th</sup> Feb 2007, this committee approved framework agreements with Decent Homes contractors and compliance teams, to cover 4 areas. This report details the specific works needed to Northumberland Park, N17, priced in accordance with the framework agreement.
- 4.2 Members will be aware that DCLG has approved the funding for Decent Homes, totalling £198.5m phased over six years of which £27.5m has been approved for 2008-09. This scheme is included in the schedule for 2008-09. However, as some of the works are going to be completed in the next financial year funding for this element will be a first call against the Decent Homes allocation for 2009/10.
- 4.3 It should be noted that so far (excluding the reports on this agenda) 24 contracts have been approved by this committee; totalling some £25.6m. With the approval of the three Contracts on this agenda, this will bring the total commitments to £30.1m based on the flat roof option. The extra costs above the currently approved budget is proposed to be funded from recharges made to leaseholders for works to their properties.
- 4.4 The report also provides information for a pitched roof option. The additional cost of this is £0.505m. The Decent Homes funding does not include resources for pitched roofs and therefore currently there is no budget to fund this work.

#### **5.0 Head of Legal Services Comments**

- 5.1 This report is seeking Procurement Committee approval to award a call-off contract for Decent Homes works at 104 properties in the North Tottenham area of the borough (*details of which are set out in Paragraph 15.2 below*), to the contractor named in Paragraph 2.1 of Appendix A to this report.
- 5.2 Cabinet Procurement Committee had on 13<sup>th</sup> February 2007 granted approval to the award of four Decent Homes Constructor Partner Framework Agreements in respect of four areas within the Borough (Wood Green, Hornsey, North Tottenham and South Tottenham) to four respective contractors, of which the recommended contractor is one.
- 5.3 The Framework Agreements were tendered in the EU and selection of the Framework contractors was undertaken in compliance with the Public Contracts Regulations 2006, as confirmed by external legal advisers (Trowers and Hamlin) who provided legal advice on the procurement of the Framework Agreements.
- 5.4 The contractor named in paragraph 2.1 of Appendix A to this report was awarded the Framework Agreement in respect of the North Tottenham area.



5.5 As the value of the contract is above the Council's Key Decision threshold of £500,000, the Council's Arms Length Management Organisation, Homes for Haringey, who undertook the procurement of the contract on behalf of the Council have confirmed that, in accordance with CSO 11.04, details of this contract have been included on the Forward Plan.

5.6 The report states that the statutory leaseholder consultation has been undertaken and no adverse comments were received from leaseholders.

5.7 The value of the proposed contract exceeds £250,000 therefore the award must be agreed by the Procurement Committee, in accordance with CSO 11.3.

5.8 The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendation as to the contract award set out in Paragraph 3 of this report.

## **6.0 Head of Procurement Comments**

6.1 The selection of the contractor for these works has been undertaken from the Decent Homes contractor framework.

6.2 The Client needs ensure that a risk register is in place for the works and that it is reviewed on a regular basis.

6.3 An Agreed Maximum Price has been agreed by the parties prior to start on site, in accordance with the process allowed under the form of contract.

6.4 The Head of Procurement therefore states that the recommendations in this report offer best value for the Council.

## **7.0 Local Government (Access to Information) Act 1985**

7.1 The background papers relating to this project are:

- 'The Award of Framework Agreements to four Decent Homes Constructors Partners'.
- Pre Qualification Questionnaires (PQQ) Responses from Constructors dated September 2006.
- Short List Report dated October 2006
- Invitation to Tender Document dated October 2006
- Tender Reports dated February 2007

These can be obtained from Larry Ainsworth – Strategic Client Representative on 020 8489 1134.

7.2 This report contains exempt and non exempt information. Exempt information is contained in Appendix A of this report and is **NOT FOR PUBLICATION**. The exempt information is under the following category ( identified in the amended Schedule 12A of the Local Government Act 1972):

7.3 Information relating to the financial or business affairs of any particular person (including the authority holding that information).

## **8. Strategic Implications**

- 8.1 Homes for Haringey supports the Council's Housing Strategy and is committed to providing an excellent housing service while effectively delivering the decent homes programme for the residents of Haringey. As its strategic delivery partner Homes for Haringey is committed to ensuring that the decent homes programmes meets the aspirations of residents and Members. The package of works set out in this report forms part of the overall delivery of the Decent Homes Programme.

## **9. Financial Implications**

- 9.1 This scheme is estimated to cost the amount set out in paragraph 2.3 of Appendix A.
- 9.2 Provision for this exists within the Decent Homes Budget for 2008/2009 and details of spend to date are set out in Appendix 2

## **10. Legal Implications**

- 10.1 See section 5 above.

## **11. Equalities Implications**

- 11.1 The works will ensure that all tenants and leaseholders living throughout the borough will reside in a decent home by the end of this programme of work.
- 11.2 This improvement will benefit all occupants of the properties, which include disabled, elderly and people from the minority ethnic communities.

## **12. Consultation**

- 12.1 Homes for Haringey has carried out detailed consultation with the residents that will be effected by the works set out in this report. A resident's meeting will be held on 25th September 2008.. The Ward Member will be invited to attend. This will be followed by a newsletter to residents.
- 12.2 Leasehold consultation forms part of the overall consultation process and is a statutory requirement. Details of this are set out in paragraph 18 of this report.

## **13. Background**

- 13.1 The requirement for all local authority homes to meet the Decent Homes Standard was set out by The Office of the Deputy Prime Minister (ODPM) now known as Department for Communities and Local Government (DCLG) in February 2003. The objective of the Decent Homes Standard is that every tenanted home should be decent

in accordance with the guidelines of the ODPM (now DCLG) by December 2010.

- 13.2 The Decent Homes Programme is a long term programme of major investment to bring all tenanted homes up to a decent standard. Environmental improvements, including sustainability issues, may represent up to 5% of the overall programme.
- 13.3 Managing and delivering the Decent Homes programme to cost, time and to the expectation of the tenants and residents of Haringey is paramount and as such requires the appointment of Constructors with a proven track record of delivering a similar programme for other Local Authorities/ALMOs.
- 13.4 On 13<sup>th</sup> Feb 2007, this committee approved the framework agreements to four Decent Homes contractors and 4 compliance teams, to cover 4 areas. The procurement and delivery of the Decent Homes Constructors has been managed by Homes for Haringey under the terms of its management agreement with the Council.

#### **14. Agreed Maximum Price**

- 14.1 The Agreed Maximum Price is based on the schedule of rates contained within the contractors tender returned 30<sup>th</sup> November 2006.
- 14.2 The Agreed Maximum Price is the procedure for determining the cost of a project under the PPC2000 (Project Partnering Contract) form of contract. The PPC2000 form of contract was formed from the 'Egan Report' and was designed to allow the early appointment of constructors and specialists.
- 14.3 The Project Partnering Contract (PPC2000) is designed to allow for a multi party approach by the client, constructor, consultants and specialists in order to provide a consistent approach to working within a partnering ethos. The Project Partnering Contract (PPC2000) also provides the opportunity to progress joint selection of supply chains and supply chain partnering to encompass value engineering and allows for 'open book' accountability.

#### **14.4 Detailed below is a summary of contractor details:**

Total estimated construction cost (excluding fees)	para 2.1 Appendix A
Anticipated Contract start on site	6th October 2008
Anticipated Contract completion	29th May 2009
Contract duration	32 weeks
Contractor	para 2.2 Appendix A

#### **15. Property address location**

- 15.2 This report details the specific works required to the 113 properties in Northumberland Park in the North Tottenham area and are priced in accordance with the framework agreement. Listed below are the

property addresses that will benefit from the raft of decent homes work under this particular phase of the programme:

#### General Needs Dwellings

Property Address	No of units	Property Type	Floor level	No of Leaseholders	Type of Roof	Conservation area
Northumberland Park	1076	Low Rise Houses	32	350		No

### 16. Schedule of works

- 16.1 The scope of improvements works included under this phase of the programme will include window and door renewal, rewires, kitchen and bathroom refurbishment and Digital IRS Installation and roof renewal. The works are programmed to commence with the internal works first with the external works, requiring scaffolding to commence after the festive break. Additional details relating to specific works under the programme are set out below:

#### 16.2 Proposed Roof works

- 16.3 The current dwellings identified in this phase of works which have a flat roof are blocks –160 – 186b and 188 – 214b. The remaining properties are houses (43, 51, 222, 224, 230, 232 and 234 and a small block with pitched roofs (127). Upon inspection the current condition of the flat and pitched roofs was found to be in good condition. We are therefore not proposing to carry out any roof renewal works under this phase. However, details of the cost to a replacement roof are set out below:

#### AMP 9 - Northumberland Park

Total cost 08/09 (inc. scaffolding)

Scope of Works	AMP 9 - Northumberland Park	
	160-186 & 188-214	Total
Replacement Flat roof with Isolated Repairs	20,000	20,000
Replacement Flat to Pitch roof	500,401	500,401

Total cost over 35 Year Life Cycle (inc scaffolding)

Scope of Works	AMP 9 - Northumberland Park	
	160-186 & 188-214	Total
Replacement Flat roof with Isolated Repairs	407,734	407,734
Replacement Flat to Pitch roof	611,671	611,671

Total Saving

203,937

#### **16.4 Digital Satellite Provision**

16.5 The provision of an integrated satellite reception system will reduce the quantity of satellite dishes affixed to the property and reduce damage to the building fabric. Under this scheme, the system will offer services from the providers as per the attached link. Further details can be obtained by viewing: <http://en.kingofsat.net/tv-28.2E.php>

16.6 Residents will be written to and advised to remove their individual dish. Where dishes have not been removed, instructions will be given to the contractor to remove. The relevant tenancy officer will be provided with the details in order to pursue enforcement action should the dishes be erected after completion of the works.

#### **16.7 Environmental Improvements**

16.8 There are no proposed environmental works during this phase of decent homes works.

#### **16.9 Sustainability**

16.10 The procurement of materials and components to be used during the decent homes programme will involve the selection of products that have a positive impact on the environment. The new windows will improve the thermal efficiency of the properties as well as reduce future maintenance costs.

16.11 The new wiring contains an element of copper; a material that can be recycled at the end of its useful life and will reduce the need for maintenance as testing of the electrical system is carried out after ten years for dwellings and five years for the landlord's services.

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16.14 The contractor is registered and complies with the Considerate Constructors Scheme.

#### **16.15 Conservation Areas**

16.16 In administering the decent homes programmes due regard will be shown for areas that are subject to specific consents relating to conservation.

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## **18. Leasehold Implications**

- 18.1 As a result of applications made under the Right to Buy legislation, there are 21 leaseholders living in the properties affected by the works described in this report. The number of leaseholder dwellings where the Section 125 Notice is within the 5 year period is 2 while the number outside the period is 19. This report provides a breakdown of the costs for each group in paragraph 19.5.
- 18.2 Under the terms of their lease the lessee is required to make a contribution towards the cost of maintaining in good condition the main structure, the common parts and common services of the building. Such contributions are recovered by the freeholder through the lessees service charge account.
- 18.3 In accordance with The Service Charges Regulations 2003, under schedule 3, notice was issued on 7th August 2008 and expired on 6th September 2008.
- 18.4 The notice gave a description of the proposed works and provided details for the costs of the works.
- 18.5 The total amount estimated to be recovered from the 21 leaseholders is £123,436.91. This is broken down as follows:
1. Leaseholders within the 5 year Section 125 period total estimated recoverable charges £4,826.00
  2. Leaseholders outside of the 5 year Section 125 period total estimated recoverable charges £118,610.91.
- 18.6 The charges to all 21 leaseholders are limited to the estimates contained in their Offer Notices. Invoices for these works will be included with the annual Certificate of Actual Service Charge, which is sent to every leaseholder after the end of the financial year. Each invoice will be calculated on the basis of the stage payments and other costs incurred in respect of the contract during the year. The invoice will be payable interest free over a period of up to one year. For longer periods interest is chargeable, currently at 7.46%.
- 18.7 No works commenced during the notice period or where there has been an outstanding leasehold enquiry as a result of the notice.

18.8 No observations were received for this project.

## **19. Project Management**

19.1 Homes for Haringey, managing this contract on behalf of the Council have appointed a project manager to manage the project team. A risk assessment has been carried out and it will be reviewed at the monthly progress meeting.

19.2 The key members of the project team are as follows:

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20.1 All contractors invited to tender have been assessed as competent under the Construction Health and Safety Assessment Scheme (CHAS), which is an industry-wide body. They also comply with the requirements of the Council's Health and Safety policy.

20.2 The Construction (Design and Management) Regulations 2007 apply to this project and the contractor's Construction Phase Health and Safety Plan will be checked and approved by the CDM Co-ordinator before works start on site.

## **21.0 Conclusion**

21.1 That the procurement committee accept the recommendations outlined in section 3 above.

## **22.0 Use of Appendices/Tables/Photographs**

**Appendices A** Exempt information

**B Decent Homes expenditure to date**

## **APPENDIX B**

### **Decent Homes Expenditure to date**

Area	Report Number	Agreed Maximum Price by work package	Start on Site	Finish on site
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