



## NOTICE OF MEETING

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# Cabinet Procurement Committee

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TUESDAY, 28TH APRIL, 2009 at 18:30 HRS - CIVIC CENTRE, HIGH ROAD, WOOD GREEN, N22 8LE .

MEMBERS: Councillors Adje (Chair), Bevan, Kober and Reith

### AGENDA

#### 1. APOLOGIES FOR ABSENCE

If any.

#### 2. URGENT BUSINESS

The Chair will consider the admission of any late items of urgent business. Late items will be considered under the agenda item where they appear. New items will be dealt with at item 16 below. New items of exempt business will be dealt with at item 27 below.

#### 3. 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.

**4. MINUTES**

To confirm and sign the minutes of the meetings of the Procurement Committee held on 19 and 31 March 2009.

**5. DEPUTATIONS / PETITIONS / PRESENTATIONS / QUESTIONS**

To consider any requests received in accordance with Standing Orders.

**6. PROVISION OF SERVICES FOR HARINGEY YOUTH OFFENDING SERVICE - WAIVER OF REQUIREMENT TO TENDER**

(Report of the Assistant Chief Executive (Policy, Performance, Partnerships and Communication): To seek approval to waive the requirement to tender of the contract to provide the intensive supervision and support programme for young offenders at risk of custody.

**7. PROVISION OF SERVICES FOR HARINGEY YOUTH OFFENDING SERVICE - AWARD OF CONTRACT**

(Report of the Assistant Chief Executive (Policy, Performance, Partnerships and Communication): To seek approval to award the contract to provide the intensive supervision and support programme for young offenders at risk of custody to NACRO.

**8. WOOD GREEN DECENT HOMES PROGRAMME 2009/10 PHASE WG15**

(Report of the Director of Urban Environment): To seek approval to a detailed programme of works relating to various properties known as WG15 at Amersham Avenue N18, Bedwell Road N17, Cambridge Gardens N17, Carrick Gardens N17, Cavell Road N17, Flexmere Road N17, Reynardson Road N17, Jellicoe Road N17, Lansbury Avenue N18, Marshall Road N17, Rivulet Road N17, Selby Road N17, Stockton Gardens N17 within the delivery of the Decent Homes Programme.

**9. HIGHWAYS AND STREET LIGHTING 2009-13 - AWARD OF CONTRACT**

(Report of the Director of Urban Environment): To award the contracts for Lot 1 (Highways) and for Lot 2 (Street Lighting) for 4 years starting 1 July 2009.

**10. REMOVAL AND RELOCATION OF OFFICE FURNITURE CONTRACT - EXTENSION OF CONTRACT**

(Report of the Director of Corporate Resources): To seek approval to an extension of the existing removals and storage contract.

**11. ACCOMMODATION STRATEGY – OFFICE REFURBISHMENT**

(Report of the Director of Corporate Resources): To seek approval to a refurbishment contract in line with the accommodation strategy.

**12. PROJECT AND PROGRAMME MANAGEMENT CONSULTANCY FRAMEWORK**

(Report of the Director of Corporate Resources): To seek approval to appoint suppliers to a Framework Agreement to provide project and programme management support.

**13. BUILDING SCHOOLS FOR THE FUTURE (BSF); AWARD OF THE PROGRAMME SUPPORT CONTRACT**

(Report of the Director of Children and Young People's Service): To seek approval to the award of a contract for the appointment of a programme support contract to a consultant from the project and programme management consultancy framework to support BSF.

**14. BUILDING SCHOOLS FOR THE FUTURE (BSF) - AWARD OF THE CONSTRUCTION CONTRACT FOR ALEXANDRA PARK SCHOOL**

(Report of the Director of Children and Young People's Service): To seek approval to the award of the construction contract to a BSF constructor partner from the BSF Framework.

**15. HIGHGATE CHILDREN CENTRE**

(Report of the Director of Children and Young People's Service): To seek approval to the award of the contract for the refurbishment of the existing building to accommodate a new children's centre.

**16. NEW ITEMS OF URGENT BUSINESS**

To consider any items submitted at 2 above.

**17. 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 item allows for consideration of exempt information in relation to items 7 - 15 which appear earlier on this agenda.

**18. PROVISION OF SERVICES FOR HARINGEY YOUTH OFFENDING SERVICE - AWARD OF CONTRACT**

(Report of the Assistant Chief Executive (Policy, Performance, Partnerships and Communication): To seek approval to award the contract to provide the intensive supervision and support programme for young offenders at risk of custody to NACRO.

**19. WOOD GREEN DECENT HOMES PROGRAMME 2009/10 - WG15**

(Report of the Director of Urban Environment): To seek approval to a detailed programme of works relating to various properties known as WG15 at Amersham Avenue N18, Bedwell Road N17, Cambridge Gardens N17, Carrick Gardens N17, Cavell Road N17, Flexmere Road N17, Reynardson Road N17, Jellicoe Road N17, Lansbury Avenue N18, Marshall Road N17, Rivulet Road N17, Selby Road N17, Stockton Gardens N17 within the delivery of the Decent Homes Programme.

**20. HIGHWAYS AND STREET LIGHTING 2009-13 - AWARD OF CONTRACT**

(Report of the Director of Urban Environment): To award the contracts for Lot 1 (Highways) and for Lot 2 (Street Lighting) for 4 years starting 1 July 2009.

**21. REMOVALS AND RELOCATION OF OFFICE FURNITURE - EXTENSION OF CONTRACT**

(Report of the Director of Corporate Resources): To seek approval to an extension of the existing removals and storage contract.

**22. ACCOMMODATION STRATEGY - OFFICE REFURBISHMENT**

(Report of the Director of Corporate Resources): To seek approval to a refurbishment contract in line with the accommodation strategy.

**23. PROJECT AND PROGRAMME MANAGEMENT CONSULTANCY FRAMEWORK**

(Report of the Director of Corporate Resources): To seek approval to appoint suppliers to a Framework Agreement to provide project and programme management support.

**24. BUILDING SCHOOLS FOR THE FUTURE (BSF) - AWARD OF THE PROGRAMME SUPPORT CONTRACT**

(Report of the Director of Children and Young People's Service): To seek approval to the award of a contract for the appointment of a programme support contract to a consultant from the project and programme management consultancy framework to support BSF.

**25. BUILDING SCHOOLS FOR THE FUTURE AWARD OF THE CONSTRUCTION CONTRACT FOR ALEXANDRA PARK SCHOOL**

(Report of the Director of Children and Young People's Service): To seek approval to the award of the construction contract to a BSF constructor partner from the BSF Framework.

**26. HIGHGATE CHILDREN'S CENTRE**

(Report of the Director of Children and Young People's Service): To seek approval to the award of the contract for the refurbishment of the existing building to accommodate a new children's centre.

## **27. NEW ITEMS OF EXEMPT URGENT BUSINESS**

To consider any items admitted at 2 above.

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and Member Services  
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20 April 2009

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**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
THURSDAY, 19 MARCH 2009**

Councillors \*Adje (Chair), Bevan, \*Kober and \*Reith

\*Present

MINUTE NO.	SUBJECT/DECISION	ACTION BY
PROC100.	<p><b>APOLOGIES FOR ABSENCE</b> (Agenda Item 1)</p> <p>An apology for absence was submitted on behalf of Councillor Bevan.</p>	
PROC101.	<p><b>SUPPORTING PEOPLE - REQUEST FOR WAIVER AND AWARD OF INTERIM CONTRACTS</b> (Report of the Director of Adult, Culture and Community Services - Agenda Item 4):</p> <p>We noted that approval was sought to a waiver of Contract Order 6.05 (Requirement to Tender) in respect of two Supporting People Contracts on the basis that it is in the Council's overall interest for:</p> <ul style="list-style-type: none"> <li>• Older People's Floating Support service</li> <li>• Accommodation based service for People with Drug and Alcohol Problems and Offending histories</li> </ul> <p>We also noted that the contracts were due to expire on 31 March 2009 and since it was not considered appropriate to extend the contracts with the current provider, it would be necessary to put into place alternative provision to ensure continuity of the services. While it was considered most appropriate to fully re-tender these services in open competition, this was not considered possible in the short term.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 7.3(d), approval be granted to a waiver of Contract Standing Order 6.05 (Requirement to Tender) for the provision of the Older People's Floating Support Services and the Accommodation Based Service for People with Drug and Alcohol Problems and Histories of Offending on the grounds that it was in the Council's overall interest.</li> <li>2. That the contracts be awarded to <ul style="list-style-type: none"> <li>• Older People's Floating Support Services – Metropolitan Support Trust</li> <li>• Accommodation Based Service for People with Drug and Alcohol Problems and Histories of Offending – Stonham Housing Trust.</li> </ul> </li> </ol>	<p>DACCS</p> <p>DACCS</p>

**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
THURSDAY, 19 MARCH 2009**

	<p>3. That each contract be awarded on an interim basis for one year to the two providers named in 2 above for the respective client groups in order to maintain stability in the market whilst securing the provision in the long term through full and open re-tendering.</p>	DACCS
<b>PROC102.</b>	<p><b>BUILDING SCHOOLS FOR THE FUTURE - AWARD OF CONTRACT FOR HORNSEY SCHOOL</b> (Report of the Director of Children and Young People's Service - Agenda Item 5):</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p>Clarification was sought of whether in the current economic climate there was any evidence of any reduction in contract sums in relation to Building Schools for the Future projects and in particular if any use had been made of the contingency agreed across projects. We noted that there had been some limited calls on the contingency including piling works at Gladesmore School such calls tended to come at the later stages of work and might come through the system at some stage.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the build and design contract for Hornsey School for Girls to Apollo London Ltd. for the contract sum set out in paragraph 16.1.1 of the exempt appendix to the interleaved report.</li> <li>2. That approval be granted to spending on the contract up to the sum detailed in paragraph 16.1.2 of the exempt appendix to the interleaved report having regard to the build up of this sum as set out in paragraph 16.1.1.</li> </ol>	<p>DCYPS</p> <p>DCYPS</p>
<b>PROC103.</b>	<p><b>RE-MODELLING AND EXTENSION OF COOMBS CROFT LIBRARY</b> (Report of the Director of Adult, Culture and Community Services - Agenda Item 6):</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p>We noted that there was potential for additional costs associated with the repairs to the Moselle Culvert and while funding of £50,000 - £60,000 could be contained within the funding envelope, should these costs escalate then consideration would be required to determine the appropriate source of funding bearing in mind the Council's overall repairing obligations in respect of structures of this type across the</p>	



**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
THURSDAY, 19 MARCH 2009**

	<p>Borough.</p> <p>With regard to possible programme delays in the construction works, we were advised that the underground culvert works were scheduled to take between 1 and 3 weeks which might be in addition to the library construction programme. However, the design team were working to negotiate this extension out of the planned programme.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the contract for the re-modelling and extension of Coombes Croft Library to Lengard Ltd.</li> <li>2. That the contract be awarded on the basis of the pricing arrangements as set out in the exempt appendix to the interleaved report.</li> </ol>	<p>DACCS</p> <p>DACCS</p>
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CHARLES ADJE  
Chair

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**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 31 MARCH 2009**

Councillors \*Adje (Chair), \*Bevan, Kober and Reith

\*Present

MINUTE NO.	SUBJECT/DECISION	ACTION BY
PROC104.	<p><b>APOLOGIES FOR ABSENCE</b> (Agenda Item 1)</p> <p>Apologies for absence were submitted by Councillors Kober and Reith.</p>	
PROC105.	<p><b>DECLARATIONS OF INTEREST</b> (Agenda Item 3)</p> <p>Councillor Adje in respect of Agenda Item 8 - Metropolitan Police Service Contract (Parkforce 'Model' - Open Space Supervision).</p>	HLDMS
PROC106.	<p><b>MINUTES</b> (Agenda Item 4)</p> <p><b>RESOLVED:</b></p> <p>That the minutes of the meetings held on 19 February and 3 March 2009 be approved and signed.</p>	HLDMS
PROC107.	<p><b>AWARD OF OJEU CONTRACTS FOR PLANNED MAINTENANCE WORKS ON THE OPERATIONAL BUILDING PORTFOLIO</b> (Report of the Director of Corporate Services - Agenda Item 6)</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p>We noted that the report sought approval to award contracts for the provision of planned maintenance works across the operational building portfolio involving emergency lighting, fire and security, lifts, mechanical and electrical plant. Concern having been expressed about the layout of the information in the report we asked that in future reports which involved multiple contract awards officers provide a succinct summary of the different elements of the contracts in plain English in the public part of the report.</p> <p>Clarification having been sought with regard to TUPE issues, we noted that if the recommendations contained in the report were adopted then only one post would potentially transfer to one of the new providers and it was confirmed that this information had been communicated to the relevant party and had been taken into consideration in their bid.</p> <p><b>RESOLVED:</b></p>	All to note

**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 31 MARCH 2009**

	<ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 11.01, approval be granted to the award of the contract for emergency lighting, fire and security systems maintenance to ADT for a period of 2 years, with the option to extend by a further two 1-year periods on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>2. That, in accordance with Contract Standing Order 11.01, approval be granted to the award of the lift maintenance contract to Otis for a period of 2 years, with the option to extend by a further two 1-year periods on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>3. That, in accordance with Contract Standing Order 11.01, approval be granted to the award of Lots 1 and 2 of the contract for boiler, mechanical and electrical systems maintenance to Nationwide in a single contract for a period of 2 years, with the option to extend by a further two 1-year periods on the terms and conditions set out in the Appendix to the interleaved report.</li> </ol>	<p>DCS</p> <p>DCS</p> <p>DCS</p>
<p><b>PROC108.</b></p>	<p><b>EXTENSION OF SUPPORTING PEOPLE BRIDGING CONTRACTS</b> (Report of the Director of Adult, Culture and Community Services - Agenda Item 7)</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p>Dissatisfaction having been voiced about a report being submitted to our Committee seeking approval to the extension of a large number of contracts on the day on which they were due to expire, we were informed that at the time the programme was created in 2003 all of the contracts had been awarded at the same time which had created a 'pressure point' in the programme. Bridging contracts had subsequently been approved with providers to ensure a contractual obligation through to the re-tendering of services. The re-tendering of all contracts simultaneously was not feasible and to attempt to do so now would potentially de-stabilise and risk the current service provision to vulnerable client groups.</p> <p>We were also informed that it was not possible to re-tender all the contracts without a framework and timetable for sustained, managed and effective tendering processes to be implemented and accomplished for new, re-commissioned, or re-modelled services in the Supporting People Programme. The extension now sought would allow the Council to have in place expressed contracts for all of these services and provide time in which to introduce a planned and strategic approach to ensure that future contracts in the Programme became staggered and allowed for more effective, controlled, contract management.</p>	

**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 31 MARCH 2009**

	<p><b>RESOLVED:</b></p> <p>That, in accordance with Contract Standing Order 13.02, approval be granted to the extensions of the Supporting People Bridging Contracts due to expire on 31 March 2009 as set out in the Appendix to the interleaved report for up to 2 years on the terms and conditions detailed therein.</p>	DACCS
PROC109.	<p><b>METROPOLITAN POLICE SERVICE CONTRACT (PARKFORCE 'MODEL' - OPEN SPACE SUPERVISION)</b> (Report of the Director of Adult, Culture and Community Service - Agenda Item 8)</p> <p>Councillor Adje declared a personal interest in respect of this item by virtue of being GMB Branch Secretary for LFEPA.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p>We noted that the report arose as a consequence of decisions taken by the Cabinet to approve and implement the Haringey Parkforce 'Model' through a more innovative partnership led approach aimed at maximising supervision and presence in Haringey's open spaces. The Cabinet had agreed the proposal to create a "Core Response" team of Police Officers additional to the existing Safer Neighbourhood Team. We also noted that the officers would be employed by Haringey Metropolitan Police Service and they would be deployable to parks and open space crime hot spots and/or joint park enforcement operations with other existing Safer Neighbourhood Teams. The report sought approval to enter into a contact under Section 92 of the Police Act 1996 with the Metropolitan Police Authority (MPA) for the supply of 4 police constables, for a minimum of 2 years.</p> <p>Clarification was sought of how it would be ensured that the Police Officers appointed would be used to maximise on-site supervision/presence in open space to ensure best use of community resources. We noted that the officers appointed would be ring fenced to operate within the Borough's parks and open spaces and would only be re-deployed in the event of an emergency. We asked that officers ensure that any variation proposed to the terms or operational aspects of the contract whether by the MPA or by the Council be brought back to our Committee for approval.</p> <p>Clarification was also sought of the position with regard to bye-laws in relation to the Council's parks and open spaces and we were informed that a briefing note was in the course of preparation. We were also informed that the Department of Communities and Local Government (DCLG) was thought to be considering the issuing of new model bye laws and we asked that the briefing note in question be circulated to all Members of our Committee. We also asked that officers write to the DCLG seeking an indication of the timescale for the issuing of the</p>	DACCS

**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 31 MARCH 2009**

	<p>new model bye-laws.</p> <p>Confirmation was sought and given that concerns raised by the GMB trade union in relation to Parks Constabulary staff had been considered and that legal advice had been obtained that the Transfer of Undertakings regulations were not applicable.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 7.03(a), approval be granted to a waiver of Contract Standing Order 6.05 (Requirement to Tender) in relation to the contract for the provision of police officers because the nature of the services to be provided had been investigated and it had demonstrated that such a departure was justified.</li> <li>2. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of a 2 year contract to the Metropolitan Police Authority for the supply of four Police Officers to patrol Haringey's parks and open spaces.</li> </ol>	<p>DACCS</p> <p>DACCS</p> <p>DACCS</p>
<p><b>PROC110.</b></p>	<p><b>HORNSEY DECENT HOMES - YEAR 2 - PHASE HO7</b> (Report of the Director of Urban Environment - Agenda Item 9)</p> <p>Our Chair agreed to admit the report as urgent business. The report was late because following discussions with the Cabinet Member for Housing and with Homes for Haringey alteration to existing policies necessitated changes to the information contained in the report. The report was too urgent to await the next meeting because a delay in approval would result in additional costs to the Decent Homes Programme and would require the re-arrangement of works which had been programmed with residents.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the contract for Phase HO7 of the Decent Homes Programme to Wates Living Space on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>2. That the Agreed Maximum Price excluding fees as set out in the Appendix to the interleaved report be noted.</li> </ol>	<p>DUE</p>
<p><b>PROC111.</b></p>	<p><b>HORNSEY DECENT HOMES - YEAR 2 - PHASE HO8</b> (Report of the Director of Urban Environment - Agenda Item 10)</p>	

**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 31 MARCH 2009**

	<p>Our Chair agreed to admit the report as urgent business. The report was late because following discussions with the Cabinet Member for Housing and with Homes for Haringey alteration to existing policies necessitated changes to the information contained in the report. The report was too urgent to await the next meeting because a delay in approval would result in additional costs to the Decent Homes Programme and would require the re-arrangement of works which had been programmed with residents.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the contract for Phase HO8 of the Decent Homes Programme to Wates Living Space on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>2. That the Agreed Maximum Price excluding fees as set out in the Appendix to the interleaved report be noted.</li> </ol>	
<p><b>PROC112.</b></p>	<p><b>SOUTH TOTTENHAM DECENT HOMES - YEAR 2 - PHASE ST11</b> (Report of the Director of Urban Environment - Agenda Item 11)</p> <p>Our Chair agreed to admit the report as urgent business. The report was late because following discussions with the Cabinet Member for Housing and with Homes for Haringey alteration to existing policies necessitated changes to the information contained in the report. The report was too urgent to await the next meeting because a delay in approval would result in additional costs to the Decent Homes Programme and would require the re-arrangement of works which had been programmed with residents.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the contract for Phase ST11 of the Decent Homes Programme to Apollo Group Ltd. on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>2. That the Agreed Maximum Price excluding fees as set out in the Appendix to the interleaved report be noted.</li> </ol>	

**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 31 MARCH 2009**

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CHARLES ADJE  
Chair





Agenda item:

**[No.]****Cabinet Procurement Committee Meeting****28<sup>th</sup> April 2009**

Report Title.

Waiver Report for the provision of services for Haringey Youth Offending Service (in consortium with Barnet and Enfield YOS)

Report of Assistant Chief Executive, PPP&amp;C

Signed : Sharon Kemp, Assistant Chief Executive, PPP&amp;C

Contact Officer : Linda James, Strategic Manager, Youth Offending Service,  
020 8489 1146

Wards(s) affected: **All**Report for: **Non-Key Decision****1. Purpose of the report (That is, the decision required)**

- 1.1. The report seeks cabinet approval to waive the requirement to tender under contract standing orders (CSO) 7.02

**2. Introduction by Cabinet Member (if necessary)**

2.1 I endorse the recommendation of this report and ask the Procurement Committee to agree the waiver of Contract Standing Order  
The continuation of this contract will allow the Youth Offending Service, in conjunction with Barnet and Enfield, to provide services for children and young people who are subject to Intensive Supervision and Support Programmes (ISSP) as ordered by the courts. Haringey is the lead Borough for the consortium

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

- 3.1. That Cabinet agree the waiver of Contract Standing Orders 6.04 (requirement to tender) as allowed under CSO 7.02, in accordance with waiver requirements

noted under CSO 7.03 (a) and (d), as the nature of the market for the services has been investigated and demonstrated that a departure from the requirements of CSOs is justified and is in the Council's overall interest.

#### **4. Recommendations**

- 4.1. The Chief Financial Officer notes that there are insufficient providers within this field of work to allow for a meaningful competitive process and the service themselves do not currently have the capacity or the infrastructure to provide an internal service. It would seem sensible to continue with the current provider for the 9 month period proposed.

#### **5. Reason for recommendation(s)**

- 5.1 The Youth Offending Service requests a waiver of CSO 6.05 in respect of the Intensive Supervision and Surveillance Programme.
- 5.2 The services are categorised as Part B services under the Public Contracts Regulations 2006 so there is no requirement to carry out a European tendering exercise.
- 5.3 The Procurement Committee has power under CSO 7.02 (a) to agree a waiver of CSOs (contracts over £250,000).
- 5.4 The request is made in accordance with CSO 7.03 (a) and (d) i.e the nature of the market has been investigated and is demonstrated to be such that a departure from CSOs is justifiable; and that it is in the Council's overall interest.

The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendations in this report.

#### **6. Other options considered**

- 6.1 This recommendation is in line with the Procurement Code of Practice.
- 6.2 Market research has been undertaken and shows a very restricted market for this service.
- 6.3 This recommendation is supported by all participating boroughs.

#### **7. Summary**

- 7.1. [click here to type]

#### **8. Chief Financial Officer Comments**

- 8.1 Haringey YOS, in conjunction with Barnet and Enfield YOS, proposes to waive the requirement to tender in order to ensure continuation of the Intensive Supervision and Surveillance Programme (ISSP) service within the consortium.

The current contract is due to expire on 30th June 2009, ISSP is an established sentencing option and therefore ISSP service provision will continue to be required. The Consortium steering group which consists of officers from the constituent boroughs is in agreement with this proposal to waiver.

8.1. We have investigated the market and it has been ascertained that there is not a sufficient market existing to facilitate the use of a competitive process. We currently do not have the capacity or the infrastructure to provide an internal service and therefore require to continue to provide this service through an external service provider.

8.3 It is anticipated that the funding for ISSP, which is currently provided by the Youth Justice Board, will not be ring-fenced to ISSP in the next financial year 2010 onwards and therefore decisions will need to be taken by the ISSP steering group as to re-tendering for services in 2010. At present, depending on funding, the intention would be to re-tender for the ISSP services this year as the consortium does not have the capacity to bring the service in-house.

## **9 Head of Legal Services Comments**

9.1 Contract price of the ISSP services for the Haringey, Barnet and Enfield consortium is £324,000 in 2008/9. The Youth Justice Board has confirmed the grant for 2009/10

## **10 Head of Procurement Comments –[ Required for Procurement Committee]**

10.1 See legal comments in paragraph 5

## **11 Equalities &Community Cohesion Comments**

11.1 ISSP is targeted at high risk offenders who are at risk of custody and provides programmes to divert young people from custody. Given the over-representation of black and minority ethnic offenders in the criminal justice system, this programme is vital in addressing the issue of disproportionality. Ethnicity monitoring of referrals to ISSP is required and is presented quarterly to the Steering group.

## **12 Consultation**

12.1 As part of the re-commissioning strategy, consultation was carried out with the consortium steering group to ascertain their views on the current service and their views on re-tendering.

## **13 Service Financial Comments**

13.1 Intensive Supervision and Surveillance Programme (ISSP) was introduced by the Youth Justice Board (YJB) in 2001 and is recognised as the most robust community based programme for persistent and serious young offenders.

13.2 ISSP is available for young people who are at high risk of custody – both on remand or as a community sentence. The programme can also be used to offer

additional support to high risk offenders who are subject to the community section of a detention and training order (DTO). Provision of ISSP is directly linked to the YJB target to reduce the number of young people sent into custody.

13.3 The programme offers intensive support of 25 hours per week for the first 3 months of an order, reducing to 4 hours per week thereafter. Core modules of ISSP are education and training, restorative justice, offending behaviour, interpersonal skills and family support. A key feature of ISSP is the inclusion of a surveillance element which can involve tracking, electronic tagging and intelligence led policing.

13.4 The Haringey, Barnet and Enfield ISSP was originally commissioned from YAP UK but, after a tendering process in 2005/06, the contract was awarded to NACRO in June 2006. As a result, there have been significant improvements in the services provided as outlined in the YJB audit and a previous contract review.

#### **14 Use of appendices /Tables and photographs**

14.1 In 2008, a market testing exercise took place in London and NACRO is the only provider of ISSP contracted out services within the area.

14.2 On behalf of the consortium, Haringey YOS proposes that the requirement to tender is waived at this stage.

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

15.1 Appendix 1 – Comparison of market testing exercises.



Haringey Council

Agenda item:

**[No.]****Cabinet Procurement Committee Meeting****28<sup>th</sup> April 2009**

Report Title.

Award Report for the provision of services for Haringey Youth Offending Service (in consortium with Barnet and Enfield YOS)

Report of Assistant Chief Executive, PPP&amp;C

Signed : Sharon Kemp, Assistant Chief Executive, PPP&amp;C

Contact Officer : Linda James, Strategic Manager, Youth Offending Service,  
020 8489 1146Wards(s) affected: **All**Report for: **Non-Key Decision****1. Purpose of the report (That is, the decision required)**

- 1.1. The report seeks cabinet agreement to award a contract for the provision of the Intensive Supervision and Surveillance Programme (ISSP) to NACRO on behalf of the Haringey, Barnet and Enfield YOS consortium.

**2. Introduction by Cabinet Member (if necessary)**

2.1 I endorse the recommendation of this report and ask the Cabinet Procurement Committee to agree the award of the contract to NACRO for a period of 9 months. The continuation of this contract will allow the Youth Offending Service, in conjunction with Barnet and Enfield, to provide services for children and young people who are subject to Intensive Supervision and Support Programmes (ISSP) as ordered by the courts. Haringey is the lead Borough for the consortium

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

3.1. That Cabinet agree to award this contract to NACRO as allowed under Contract Standing Orders 11.03 for a period of 9 months to 31<sup>st</sup> March 2010.

#### **4. Recommendations**

4.1. The Chief Financial Officer has discussed the recommendations with the report author and confirms that funding is in place via the Youth Justice Board for the proposed 9 month contract. During 2009/10 a review will be undertaken to consider the implications on service delivery of proposals not to ring-fence this grant to the ISSP beyond March 2010.

#### **5. Reason for recommendation(s)**

5.1 The Youth Offending Service requests an award of contract for the Intensive Supervision and Surveillance Programme.

5.2 The services are Part B services so there is no requirement to follow a European tendering exercise.

5.3 The Youth Offending Service has requested that Procurement Committee approve a waiver from CSO tendering requirements.

5.4 Subject to the approval of the waiver, the Council has power to award the contract (under CSO 11.03.)

The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendations in this report.

#### **6. Other options considered**

6.1 This recommendation is in line with the Procurement Code of Practice

6.2 The contract will be monitored through the extension period to ensure that the service is delivered in line with the contract terms and conditions

6.3 The contract price is for staffing cost and there are no additional costs for accommodation or assets. This service delivery model represents Value for money to the Council.

6.4 This service will be re-tendered during this extension period after a market development exercise has been undertaken, ensuring that the market is fully tested.

#### **7. Summary**

7.1. [click here to type]

## **8. Chief Financial Officer Comments**

- 8.1 Haringey YOS, in conjunction with Barnet and Enfield, proposes to award a 9 month contract to NACRO to 31<sup>st</sup> March 2010. The current contract is due to expire on 30th June 2009 and the Courts will still require access to Intensive Supervision and Surveillance Programme (ISSP) for relevant young people appearing before them. The Consortium steering group which consists of officers from the constituent boroughs is in agreement with the proposal to award the contract.
- 8.2 It is anticipated that the funding for ISSP, which is currently provided by the Youth Justice Board, will not be ring-fenced to ISSP in the next financial year and decisions will need to be taken by the ISSP steering group as to re-tendering for services in 2010. At present, depending on funding, the intention would be to re-tender for the ISSP services this year as the consortium does not have the capacity to bring the service in-house. Due to the narrow market, a market development exercise will be required to stimulate the market and ensure that there is sufficient competition, before commencing the tender process. NACRO is the only external provider currently within the London area.
- 8.3 A review of the current contract took place on 3<sup>rd</sup> April 2009, NACRO is providing a satisfactory quality of service and the Steering Group will continue to work closely with the service provider to ensure that the quality of service is developed further during the coming year.. The contract is monitored on a regular basis through Operational management meetings and Steering Group meetings and an annual review.
- 8.4 The scheme represents value for money, the cost of the contract consists of staffing cost and associated management costs. The ISSP project utilises office space within the three YOS offices.

## **9 Head of Legal Services Comments**

- 9.1 Contract price of the ISSP services for the Haringey, Barnet and Enfield consortium is £324,000 in 2008/9. The Youth Justice Board has confirmed the grant for 2009/10 and the details are contained in the exempt part B of this report.

## **10 Head of Procurement Comments –[ Required for Procurement Committee]**

- 10.1 See legal comments in paragraph 5

## **11 Equalities &Community Cohesion Comments**

- 11.1 The ISSP is targeted at high risk offenders who are at risk of custody and provides programmes to divert young people from custody. Given the over-representation of black and minority ethnic offenders in the criminal justice system, this programme is

vital in addressing the need to reduce levels of disproportionality. Ethnicity monitoring of referrals to ISSP is required and is presented quarterly to the Steering group, which consists of NACRO representatives and the YOS managers of Haringey, Barnet and Enfield, plus an operational manager from one YOS.

## **12 Consultation**

12.1 The contract will include requirements to comply with all relevant information.

## **13 Service Financial Comments**

13.1 As part of the re-commissioning strategy, consultation was carried out with the consortium steering group to ascertain their views on the current service and their views on re-tendering.

## **14 Use of appendices /Tables and photographs**

14.1 Intensive Supervision and Surveillance Programme (ISSP) was introduced by the Youth Justice Board (YJB) in 2001 and is recognised as the most robust community based programme for persistent and serious young offenders.

14.2 ISSP is available for young people who are at high risk of custody – both on remand or as a community sentence. The programme can also be used to offer additional support to high risk offenders who are subject to the community section of a detention and training order (DTO). Provision of ISSP is directly linked to the YJB target to reduce the number of young people sent into custody.

14.3 The programme offers intensive support of 25 hours per week for the first 3 months of an order, reducing to 4 hours per week thereafter. Core modules of ISSP are education and training, restorative justice, offending behaviour, interpersonal skills and family support. A key feature of ISSP is the inclusion of a surveillance element which can involve tracking, electronic tagging and intelligence led policing.

14.4 The Haringey, Barnet and Enfield ISSP was originally commissioned from YAP UK but, after a tendering process, the contract was awarded to NACRO in June 2006. As a result, there have been significant improvements in the services provided as outlined in the YJB audit and a previous contract review. The Contract Review Report from the YJB – Appendix 1 refers to the services provided.

14.5 NACRO has extensive experience in providing ISSP and is the only external agency doing so within the London area. A contract review was completed in 2007 and a further review in April 2009.

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

15.1 In 2008, a market testing exercise took place in London and NACRO is the only provider of ISSP contracted out services within the area.



15.2 On behalf of the consortium, this report proposes the award of a 9 month contract to the current provider until 31<sup>st</sup> March 2010.

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Agenda item:

Procurement Committee Meeting

On 28<sup>th</sup> April 2009

<b>Report Title.</b> Wood Green Decent Homes Programme 2009/10. WG15	
<b>Report authorised by:</b> Niall Bolger, Director of Urban Environmental <i>WP Bolger 17/04/09</i>	
<b>Contact Officer :</b> Pauline Hinds, Strategic Client Representative Tel: 020 8489 1151 Email: pauline.hinds@homesforharingey.org	
<b>Wards(s) affected:</b> Outer Borough, White Hart Lane	<b>Report for:</b> Key Decision
<p><b>1. Purpose of the report (That is, the decision required)</b></p> <p>1.1 This report sets out a detailed programme of works which relates to various properties in the Wood Green Area, known as WG15. The properties are at Amersham Avenue N18, Bedwell Road N17, Cambridge Gardens N17, Carrick Gardens N17, Cavell Road N17, Flexmere Road N17, Reynardson Road N17, Jellicoe Road N17, Lansbury Avenue N18, Marshall Road N17, Rivulet Road N17, Selby Road N17, Stockton Gardens N17 within the delivery of the Decent Homes Programme. The works outline in this report is schedule to commence on 5<sup>th</sup> May 2009. As such, this report is seeking Procurement Committee approval to award the contract and proceed with the works in this phase.</p>	
<p><b>2. Introduction by Cabinet Member</b></p> <p>2.1 I note the following at paragraph 7.10.</p> <p>“All existing single glazed metal and Crittal windows will be replaced with double glazing. Any single glazed timber windows identified as requiring renewal will also be replaced with double glazed windows”.</p> <p>I have also been advised that to maintain uniformity where several odd decent single glazed windows are set amongst many other non-decent windows they will also be replaced.</p> <p>As these are street properties the installation of Digital TV system is the responsibility of tenants.</p> <p>On completion of this project the Tenancy Management Officer will ensure no metal</p>	

grills/door frame will be refitted.

**3. Links with Council Plan Priorities and actions and /or other Strategies:**

3.1 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 programme meets the aspirations of residents and Members.

3.2 Homes for Haringey have in place an Asset Management Strategy and Environmental Sustainability Strategy which provide a strategic framework for delivery of the Decent Homes and associated Environmental Improvements programme. The objectives of these strategies are closely linked to the Council's Greenest Borough Strategy, the Sustainable Procurement Strategy, Regeneration Strategy and Asset Management Plan.

3.3 The Decent Homes and Environmental programmes will contribute to the achievement of Council Priorities 1,2,3, and 5 by:

- Improving the environmental performance of Council Housing stock
- Providing a cleaner and greener environment for residents
- Providing decent homes and improving well-being
- Delivering cost effective services through partnering

**4. Recommendations**

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

4.2 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.

**5. Reason for recommendation(s)**

5.1 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.

5.2 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.

5.3 In February 2007, following a robust and extensive partner selection process, administered by Homes for Haringey, four constructor partners were appointed in accordance with the Council's procurement procedures.

**6. Other options considered**

6.1 None applicable.

**7. Summary**

7.1 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.

**7.2 Agreed Maximum Price**

7.3 The Agreed Maximum Price is based on the schedule of rates contained within the contractors tender returned 30<sup>th</sup> November 2006.

7.4 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.

7.5 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.

**7.6 Detailed below is a summary of contractor details:**

<b>Total estimated construction cost (excluding fees)</b>	<b>para 2.2 Appendix A</b>
<b>Anticipated Contract start on site</b>	<b>12th May 2009</b>
<b>Anticipated Contract completion</b>	<b>10<sup>th</sup> November 2009</b>
<b>Contract duration</b>	<b>26 weeks</b>
<b>Contractor</b>	<b>para 2.1 Appendix A</b>

**7.7. Property address location**

This report details the specific works required to the 279 properties in the Wood Green 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.

<b>Block/Street</b>	<b>Property number</b>
<b>Amersham Avenue N18</b>	59, 61, 65, 69, 73, 75, 77, 78, 82, 87, 88, 90, 95, 96, 99, 104, 105, 107, 109, 110, 111, 113, 115, 117, 121, 123, 126, 127, 128, 129, 130, 131, 132, 138, 139, 140, 141, 144, 146, 150, 153, 155, 161
<b>Bedwell Rd N17</b>	1, 2, 3, 7, 9, 12, 16, 17, 18, 20, 22, 24, 26, 28, 32, 34, 36, 38
<b>Cambridge Gardens N17</b>	3, 4, 5, 9, 11

<b>Carrick Gardens N17</b>	2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 19, 20
<b>Cavell Road N17</b>	1, 4, 6, 10, 11, 14, 15, 16, 18, 19, 21, 22, 25, 30, 36, 39, 40, 44
<b>Flexmere Road N17</b>	1, 2, 5, 7, 8, 10, 12, 13, 16, 17, 20, 23, 24, 25, 28, 29, 30, 32, 34, 35, 39, 41, 45, 47, 49, 51, 55, 57, 61, 70, 80, 88, 90, 92, 98, 106, 108
<b>Reynardson Road N17</b>	2, 3, 4, 7, 10, 11, 14, 17, 20, 27
<b>Jellicoe Road N17</b>	9, 13, 17, 21, 23, 24, 26, 27, 30
<b>Lansbury Ave. N18</b>	41, 42, 48, 50, 52
<b>Marshall Road N17</b>	1, 2, 3, 5, 10, 11, 12, 14, 17, 22, 24, 26, 27, 30, 32, 34, 36, 37, 38, 39, 40, 49, 51
<b>Rivulet Road N17</b>	2, 5, 8, 9, 10, 11, 12, 14, 16, 18, 19, 21, 22, 24, 27, 32, 35, 36, 37, 38, 40, 41, 44, 46, 53, 55, 57, 59, 61, 65, 69, 100, 104, 112, 114, 115, 118, 123, 126, 127, 128, 129, 132, 133, 134, 139, 140, 143, 144, 149, 150, 153, 154, 156, 157, 159, 165, 169
<b>Selby Road N17</b>	1, 7
<b>Stockton Gardens N17</b>	1, 2, 5, 7, 9, 10, 12, 13, 15,
<b>White Hart Lane N17</b>	260, 264, 266, 268, 270, 272, 278, 280, 283, 286, 287, 292, 293, 294, 295, 301, 328, 332, 336, 342, 344, 346, 348, 350, 354, 358, 368, 370,
<b>Wilbury Way N18</b>	76

<b>Property Address</b>	<b>No of units</b>	<b>Property Type</b>	<b>Floor level</b>	<b>No of L/holders</b>	<b>Type of existing roof</b>	<b>Conservation Area</b>
Amersham Ave.	43	Houses	2	0	Pitch	No
Bedwell Road	18	Houses	2	0	Pitch	No
Cambridge Gardens	5	Houses	2	0	Pitch	No
Carrick Gardens	12	Houses	2	0	Pitch	No
Cavell Road	18	Houses	2	0	Pitch	No
Flexmere Road	37	Houses	2	0	Pitch	No
Reynardson Road	10	Houses	2	0	Pitch	No
Jellicoe Road	9	Houses	2	0	Pitch	No
Lansbury Ave.	5	Houses	2	0	Pitch	No

Rivulet Road	59	Houses	2	0	Pitch	No
Selby Road	2	Houses	2	0	Pitch	No
Stockton Gardens	9	Houses	2	0	Pitch	No
White Hart Lane	28	Houses	2	0	Pitch	No
Wilbury Way	1	Houses	2	0	Pitch	No
Marshall Road	23	Houses	2	0	Pitch	No

### 7.9 Schedule of works

7.10 The scope of improvements works included under this phase of the programme will include internal rewires, window and front door renewal, roof repairs, kitchen and bathroom refurbishment, extractor fans, boiler replacement, central heating works and smoke detectors. Additional details relating to specific works under the programme are set out below:

(reference to the installation of the IRS system is included in Para 7.21)

### 7.11 Proposed Roof works

7.12 All properties within this phase of works have pitch roofs. Only roof repair works will be carried out.

### Planning Approval

7.13 The Planning department will be consulted under the standard application methods on the above and will advise us on their concurrence with our proposals prior to Procurement Committee.

### 7.15 Life Cycle Costing Analysis

As this phase of works does not include replacement of flat roofs, Life Cycle Costing is not required.

### 7.18 **Whole Life Costings**

7.19 As this phase of works does not require Life Cycle Costing, Whole Life Costing is not required

### 7.21 **Digital Satellite Provision**

7.22 The provision of an integrated satellite reception system will remove the need for satellite dishes and reduce damage to the building fabric. This phase of works does not include the installation of digital TV system because they are street properties. Any issues regarding digital changeover to street properties, will be the responsibility of the tenant to resolve.

#### **7.24 Window/Door Grills**

All window and door grills will be removed as part of this programme. The relevant tenancy officer will be provided with the details in order to pursue enforcement action should the grills be refitted after completion of the works.

#### **7.25 Environmental Improvements**

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

#### **7.27 Sustainability**

7.28 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.

7.29 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.

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

7.30 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.

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

#### **7.35 Conservation Areas**

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

7.37 For the purposes of this programme, the Planning department has confirmed that there are no conservations consents required in this phase.

### **8. Chief Financial Officer Comments**

8.1 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 in various properties in the Wood Green Area, priced in accordance with the framework agreement.

8.2 Members will be aware that DCLG has approved the funding for Decent Homes, totalling £198.5m phased over six years of which £30m has been approved for 2009-10. We are



awaiting conformation from DCLG on the possible acceleration of allocation from 2010-11 to 2009-10. This Wood Green scheme is included in the schedule of properties for 2009-10 agreed by Cabinet on the 24<sup>th</sup> February 2009.

8.3 It should be noted that so far (excluding the report on this agenda) 7 contracts have been approved by this committee as indicated in Appendix B; totalling some £25m including work to be funded from leaseholder contributions of some £2.7m.

8.4 Further reports will be presented to future meetings of the Cabinet Procurement Committee in respect of other properties to have more work undertaken in 2009-10 within the available capital resources.

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

9.1 This report is seeking Procurement Committee approval to award a call-off contract for Decent Homes works at 282 properties in the Wood Green area of the borough to the contractor named in Paragraph 2.1 of Appendix A to this report.

9.2 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.

9.3 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.

9.4 The contractor named in Paragraph 2.1 of Appendix A to this report was awarded the Framework Agreement in respect of the Wood Green area.

9.5 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.

9.6 The value of the proposed contract exceeds £250,000 therefore the award requires the approval of the Procurement Committee, in accordance with CSO 11.3.

9.7 The Head of Legal Services confirms that, provided there are no issues arising from the planning department there are no legal reasons preventing members from approving the recommendations set out in paragraph 4 of this report.

### **10. Head of Procurement Comments.**

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

10.2 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.

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

## **11. Equalities and Community Cohesion Comments**

11.1 Homes for Haringey's Asset Management Strategy, 2007/2017, covers all investment in the Council's housing stock, including decent homes. In drawing up the Strategy, an Equalities Impact Assessment was undertaken. The findings have been incorporated into Homes for Haringey's planning processes for delivering decent homes. This includes ensuring that all residents receive the same standard of work, and consideration of specific language and other needs are identified and addressed when drawing up programmes of work.

## **12. Consultation**

### Internal

12.1 Homes for Haringey have consulted council officers in the preparation of the proposed year 2-5 programme, which was approved by the Board in July 2008. The Leader of the Council and the Cabinet Member for Housing have been consulted in the formulation of the proposed programme. Ward member comments have also been considered.

Residents have been consulted through the Homes for Haringey Asset Management Panel and Leasehold Panel. Leasehold consultation forms part of the overall consultation process and is a statutory requirement.

Homes for Haringey have a dedicated team in place to manage resident consultation and involvement throughout programme delivery. They work closely with the constructor partners' Resident Liaison Officers.

### External

12.2 Homes for Haringey has carried out detailed consultation with the residents that will be effected by the works set out in this report. Residents' meeting was held on the 24<sup>th</sup> March 2009 and 2<sup>nd</sup> April 2009 and 17 residents attended in total. The Ward Members were invited to attend. This was followed by a newsletter to residents within 10 days of the meetings.

12.3 Leasehold consultation forms part of the overall consultation process and is a statutory requirement. Details of this are set out below.

12.4 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.

12.5 Leasehold Implications

12.6 There are no leaseholders in this phase of works.

**13. Service Financial Comments**

13.1 Please note comments of the Chief Financial Officer's comments in paragraph 8 of this report.

**14. Use of appendices /Tables and photographs**

14.1 Appendix A separate attachment

14.2 Appendix B, see end of this report

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

15.1 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 Pauline Hinds – Strategic Client Representative on 020 8489 1151.

15.2 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):

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

## APPENDIX B

Decent Homes Expenditure to date

2008/09

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
North Tottenham	NT7	£ 1,015,186.57	20/10/2008	20/02/2009
North Tottenham	NT8	£ 1,752,295.00	20/10/2008	22/05/2009
North Tottenham	NT9	£ 1,540,921.00	20/10/2008	29/05/2009
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
Wood Green	WG6	£ 763,534.87	12/01/2009	30/03/2009
Wood Green	WG7	£ 238,594.87	05/01/2009	13/03/2009
Wood Green	WG8	£ 750,112.61	11/12/2008	04/03/2009
Wood Green	WG9	£ 164,312.64	25/11/2808	26/02/2009
Wood Green	WG10	£ 116,805.21	25/11/2008	16/02/2009
Wood Green	WG11	£ 577,140.67	17/11/2008	12/01/2009
Wood Green	WG12	£ 448,427.89	01/12/2008	27/03/2009
Wood Green	WG13	£ 484,068.87	17/11/2008	25/02/2009
Wood Green	WG14	£ 1,086,971.10	08/12/2008	27/02/2009
		£ 34,537,674.02		


2009/10

Area	Report Number	Agreed Maximum Price by work package	Start on Site	Finish on site
South Tottenham	ST9	£ 260,711.26	26/01/09	01/05/09
South Tottenham	ST12	£ 448,288.00	26/01/09	01/05/09
South Tottenham	ST10	£ 6,441,547.80	09/02/09	21/09/09
South Tottenham	ST11	£ 3,905,688.38	20/04/09	23/04/10
North Tottenham	NT10	£ 3,394,475.55	31/03/09	04/12/09
Hornsey	HO7	£ 7,276,061.50	06/04/09	31/03/09
Hornsey	HO8	£ 3,498,100.20	06/04/09	25/03/10
		£ 25,224,872.69		

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Agenda item:

**[No.]****Cabinet Procurement Committee****On 28 April 2009**

Report Title. <b>Highways and Street Lighting 2009-2013: Award of Contract</b>	
Report authorised by: <b>Niall Bolger, Director of Urban Environment</b>	
Signed :  16 <sup>th</sup> April 2009	
Contact Officer : Joan Hancox, Head of Sustainable Transport Tel: 020 8489 1777 Email joan.hancox@haringey.gov.uk	
Wards(s) affected: ALL	Report for: Key Decision
<p><b>1. Purpose of the report (That is, the decision required)</b></p> <p>1.1. To award the Lot 1 (Highways) contract for 4 years starting 1<sup>st</sup> July 2009</p> <p>1.2. To award the Lot 2 (Street Lighting) contract for 4 years starting 1<sup>st</sup> July 2009.</p> <p>1.3. To note the differences between the current and future contracts and to note that the opportunity to extend on a yearly basis for up to a further 4 years (8 years in total) depends on the performance of the Contractor in specific measured targets and market testing.</p>	
<p><b>2. Introduction by Cabinet Member</b></p> <p>2.1. The new Contracts are significantly different from the existing ones, taking into account the lessons learnt from existing contracts and introducing a range of performance criteria. The contracts have also been designed to address the concerns of Members and residents on quality, performance, workmanship and delivery times.</p> <p>2.2. The tendering and evaluation process has been extremely thorough and</p>	

this will result in robust contracts for highways and street lighting from July this year and for future years.

- 2.3. The emphasis in these contracts is on partnership working, and on ensuring that the Council's values and objectives are delivered. For this reason, the contracts include sustainability objectives, employment opportunities, better communication, branding and joint working to provide more effective and responsive services to our residents.

### **3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

The Highways and Street Lighting Contract is managed by the Sustainable Transport Service which is part of the Frontline Services Business Unit of Urban Environment Department.

In order to fulfil many of the Council Plan Priorities and those of the Frontline Services vision of ***Excellent Frontline Services that delight our diverse customers*** it is essential that these Contracts are awarded on time and in accordance with procurement legislation.

Specifically these contracts will assist in delivering the following key priorities:

#### **Making Haringey one of London's greenest boroughs**

- Improve the management of environmental resources
- Promote sustainable and safe travel and reduce congestion

#### **Delivering excellent, customer focused, cost effective services**

- Improve customer satisfaction, perception and service performance
- Commission and procure excellent and value for money services

#### **Creating a Better Haringey – cleaner, greener and safer**

- Improve road condition and street infrastructure
- Contribute to the reduction of crime and the fear of crime
- Contribute to Haringey's regeneration

#### **Encouraging lifetime well-being at home, work, play and learning**

- Contribute to the health of Haringey residents

### **4. Recommendations**

- 4.1. To an award-in-principle of the Lot 1 Contract to Contractor L (named in the excluded part of this report)
- 4.2. To an award-in-principle of the Lot 2 Contract to Contractor D (named in the excluded part of this report)
- 4.3. That Members agree to delegate power to confirm award of the contract to the recommended contractors upon successful completion of the leaseholder consultation period to the Cabinet Member for Environment



and Conservation and the Director of Urban Environment.

- 4.4. That the option for extending the contracts be reviewed, including market testing, after two years and the results of the review be reported to Cabinet Procurement prior to any extensions being awarded.

#### **5. Reason for recommendation(s)**

- 5.1. The full procurement process undertaken has been based on criteria that were decided prior to the tenders being sent out. The award of contract recommendations are based on evaluation against these criteria and as an outcome of a competitive tendering process.
- 5.2. The process has been undertaken properly and independently checked to ensure compliance with the agreed process.
- 5.3. The contract award cannot be made until statutory consultation has been completed with housing leaseholders.
- 5.4. Within each lot, there is the option to extend the four year contract by a further period of up to 4 years (making 8 years in total). Before a decision is made on extending the contracts, a review of contractor performance should be undertaken, and due to the yearly value of the contracts, a final decision on whether to extend the contracts or re-tender should be taken by Cabinet Procurement Committee.

#### **6. Other options considered**

- 6.1. The existing contracts have already been extended to allow for a full European tendering exercise, which was agreed by Cabinet Procurement Committee in November 2007. In the case of the street lighting contract it would not be possible to extend this any further as the contractor, EDF, are withdrawing from the street lighting market. On the highways contract, this has already been extended and it is not possible to extend this any further.
- 6.2. The procurement route for the highways and street lighting contracts was considered as part of the Public Realm Commissioning Strategy which was agreed by Cabinet in July 2008. The decision was that these elements of the public realm services should be tendered in a traditional manner.
- 6.3. The timescales between the award of this contract and the intended contract start date of 1 July 2009 are very tight. Due to the Councils' "call in" process and Alcatel, which is a 10 days standstill period, there will be only 6 weeks from award to start of Contract. As TUPE applies and some Contractors will need to find depots this is very tight, but manageable as long as there are no unexpected delays.

## **7. Summary**

- 7.1. The award of the highways and street lighting contracts is a culmination of 18 months work. This included the consideration of procurement options, the development of the tender documents and a thorough tendering and evaluation process. The annual value of the contract is in the region of £10 million, £8m for Lot 1 (highways) and £2m for Lot 2 (street lighting).
- 7.2. The Contract will provide for the delivery of both Planned and Responsive Highways and Streetlighting Works. The scope of the contract includes delivery on and off the public highway, although only work up to £0.5 Million on the Public Highway is offered on an exclusive basis. The scope of the Contract may be changed at any time by agreement between the Council and the Contractor. The exclusivity does not include work where an external funder may require another contractor to be not used, nor work where there are existing in-house or external suppliers carrying out works.

### **Preparation of the specification**

- 7.3. In order to ensure best practice a study of the procurement of similar contracts in various other London Authorities was carried out. After due consideration it was decided to use the ICE Term Contract as the legal basis and include as part of the evaluation site visits; depot visits and client interviews. The staff at London Borough of Lambeth, in particular, were helpful in providing the methodology they had used and this was refined to suit the needs of Haringey.
- 7.4. In order to achieve ongoing performance improvement during the life of the contract, it was agreed to adopt a system where extensions would be offered on the basis of meeting Key Performance Indicators (KPIs).
- 7.5. Other Council Departments and Homes for Haringey had an input into the contract. The scope of the work was widened considerably to include the option for the contract to be used by Homes for Haringey for works on housing land and also in parks and open spaces. All tenders which may lead to service charges to leaseholders have to go through a statutory consultation process. Two separate Section 20 notices (one for each Lot) were sent to all leaseholders in September 2008. A further two Section 20 notices will be sent out by 30<sup>th</sup> April 2009 and the award of contract will be subject to the consultation feedback.

### **Procurement process**

- 7.6. The restricted procedure of the European Procurement process has been carried out with the OJEU notice published on 28/7/08. A UK advert was also published.
- 7.7. The Pre Qualification Questionnaire (PQQ) was sent out and received back from 11 Contractors. The Council held a meet the buyer day on 19th August

2008 for contractors who had requested a PQQ. The Contractors were shortlisted from the PQQs and this led to:

7 contractors being sent tenders for Lot 1 – Highways and

7 contractors being sent tenders for Lot 2 – Street Lighting (with 5 common to both)

7.8. The contract documents once completed were independently checked by external quantity surveyors and then dispatched to all those shortlisted.

7.9. There were 5 Contractors who returned tenders for Lot 1 Highways and 7 Contractors who returned tenders for Lot 2 Street Lighting. There were 4 common to both.

### **Contract evaluation**

7.10. The tenders were returned in early January 2009 and were evaluated throughout January and February. The evaluation consisted of a financial and a quality evaluation.

7.11. The snow in February caused delays to the quality evaluation process, particularly site and depot visits. It was therefore agreed that full scores would be awarded for site and depot visits and client interviews to those contractors which were not going to be successful due to low scores from other parts of the evaluation. This is shown in Appendix A. This shows that had the visits been carried out, there would have been no prospect of the tenderers being successful even if they scored full marks available.

7.12. The rest of the quality evaluation was carried out and presentations held with all tenderers, as was the price evaluation.

7.13. A combined price quality matrix was compiled for each Lot. (See Appendix A in the confidential part of the agenda for further details)

### **8. Chief Financial Officer Comments**

8.1. The proposed award of contracts for Highways and Street Lighting will support the delivery of the authority's maintenance programmes from July 2009. The total revenue budget for highways and street lighting management held by Urban Environment for the whole of 2009/10 is approximately £2.1m. No savings are anticipated in the revenue element of the contracts.

8.2. In addition to the revenue budget, the contracts will also be used on schemes for other bodies, including Transport for London (TfL), and on capital. The funding the Council receives from TfL's Local Implementation Plan is subject to an annual bidding process and therefore can vary significantly year on year. The TfL allocation for 2009/10 is approximately £3.8m, and capital budgets of approximately £6m for highways and street lighting projects have also been agreed by the Council. The contracts may also be used for some works on behalf of Homes for Haringey.

- 8.3. Any part year saving generated in 2009/10 for the general fund will be offset at least in part by additional cost of IT software and hardware, and for training, to support the new contracts although details have yet to be finalised. This will be monitored through the monthly budget management arrangements.
- 8.4. The use of any full year indicative savings generated by new levels of process will be considered in the pre-business plan review process for 2010/13, having regard to the likely level of work to be placed.
- 8.5. The Council's budget setting process for 2008/09 to 2010/11 agreed resources of £500k, (£350k in 2008/09 and £150k in 2009/10), to meet specialist legal and technical costs associated with the procurement of Public Realm contracts (Highways, Street Lighting and Waste Management). These costs are estimated at £160k for the Highways and Street Lighting contracts (£129k in 2008/09 and £31k in 2009/10).

**9. Head of Legal Services Comments**

- 9.1. The value of each of the proposed contracts exceed £250,000 therefore the award requires the approval of the Procurement Committee in accordance with CSO 11.03
- 9.2. Legal Services have been closely involved in the procurement of these contracts.
- 9.3. The procurement process was carried out in full compliance with EU legislation and the Public Contract Regulations 2006 following the publication of an OJEU notice which was published on 28/07/08.
- 9.4. As the value of each contract exceeds £500,000 details of each contract has been included on the Council's Forward Plan.
- 9.5. The report states that the statutory leaseholder consultation process is due to commence on 30<sup>th</sup> April 2009 for a 30 day period and is due to expire on 30<sup>th</sup> May 2009.
- 9.6. A decision-in-principle by Cabinet Procurement Committee to award the contracts to which this report relates to the recommended contractors will not invalidate the statutory consultation process, provided that the Council does not execute any agreement or issues any works instructions and works do not commence before the statutory period has expired and proper consideration is given to any further leaseholder observations received before the deadline of 30<sup>th</sup> May 2009.
- 9.7. The report is further recommending that members delegate the power to confirm the award of the contract to the recommended contractors upon successful completion of the leaseholder consultation period to the Cabinet Member for Environment and Conservation and Director of Urban Environment.

- 9.8. The Head of Legal Services confirms that, subject to the proviso set out in paragraph 9.6 (above), there are no legal reasons preventing Members from approving the recommendations set out in paragraph 4 of the report

#### **10. Head of Procurement Comments**

- 10.1 Corporate Procurement have been involved in this procurement project from the outset, advising on the form of contract, the evaluation criteria and supporting the overall process.
- 10.2 In addition, Corporate Procurement arranged an independent review of the specifications before they were issued to bidders and a further review of the evaluation outcomes & recommendations.
- 10.3 The Councils' Sustainable Procurement Manager was involved in specifying the environmental criteria expected of contractors and was also involved in the evaluation process and site visits.
- 10.4 The Head of Procurement is therefore satisfied that the recommendations being put forward to Members are the result of a robust competitive process and which offer best value to the Council.

#### **11. Equalities & Community Cohesion Comments**

- 11.1 The equalities service has been consulted during the process and has no equality concerns
- 11.2 The Contract mentions the Haringey Guarantee but does not require it. This was mentioned by several of the tenderers and training was also a consideration in the quality evaluation.
- 11.3 The procurement process has involved the submission of equalities information with regard to policies and practices of all contractors. The contractors' equality information submissions have been assessed and reviewed. This process has allowed the council to assess the contractor's commitment to equalities and diversity against their own policies and practices and ensure that they are aware of and capable of adhering to the council's equality principles and requirements.
- 11.4 It is recommended that the successful contractor is supported to carry out an equalities impact assessment.

#### **12. Consultation**

- 12.1. In advance of the procurement process a Borough wide consultation was carried out in June 2007 with over 3500 responses showed several key issues that local residents prioritised. Overall the results showed that pothole repairs and pavement replacement are the main priorities for residents throughout the borough. Street Lighting was also high on their list

of priorities. These contracts will enable the Council to carry out these works as well as all the others seen to be priorities as budgets become available.

- 12.2. As part of the process stakeholder meetings with other departments within the Council and Homes for Haringey were carried out.
- 12.3. Section 20 notices were issued to Leaseholders as the first stage in the statutory consultation of leaseholders.
- 12.4. Interviews were carried out with several London Boroughs in deciding on the best form of Contract and options for inclusion as well as methods used for procurement and especially evaluation.
- 12.5. Part of the actual evaluation included interviews with current Clients of the Contractors.

### **13. Service Financial Comments**

- 13.1. The tenders were put out later than expected and due to the fall in prices recently in the sector the tenders have come back below the expected level. However the range of prices has been unusually wide with the difference between the lowest and highest cost being around double.
- 13.2. The level of financial stability in the market place has been checked throughout the process using the Dun and Bradstreet checks. A final check will be made on the winning tenderers prior to the actual award.
- 13.3. Although it is impossible to give an exact comparison of current costs to the new rates due to significant changes in the new contracts it is estimated that the winning Contractors for both lots are cheaper for capital works than the existing rates which have themselves been held at zero increase for the past year for the extensions.
- 13.4. Whilst there may be some savings on capital works in the first year (2009-2010), it is proposed to offset these to ensure appropriate software and hardware are in place as well as other increased costs of setting up the Contract. It is not envisaged that there will be savings in the revenue maintenance budgets for either highways or street lighting.
- 13.5. The purchasing power will be reduced from the second year onwards when the Baxter inflation effect is taken into consideration which is approximately 6% per annum as it tends to be higher than the rate of inflation as this will erode some of the windfall of the first year.

**14. Use of appendices /Tables and photographs**

- 14.1. Appendix A gives the results of the evaluation process and is exempt information under the Local Government (Access to Information) Act 1985 (see 15 below)

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

- 15.1. This report contains exempt and non exempt information. The background papers relating to this project are:
- Invitation to tender documents – November 2008
- 15.2. Exempt information is contained in Appendix A 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):
- Information relating to the financial or business affairs of any particular person (including the authority holding that information).

**16. Background**

**Works to be Included in the Contract**

- 16.1 The Highway and Street Lighting Contract (in two lots) will be the only Term Contract to be let by the Council for provision of these services on the Public Highway. The Council, at its sole discretion, reserves the right to place works in these categories outside the Contract through individually tendered contracts for works packages in excess of **£500,000** in value.
- 16.2 For work off the Public Highway the Council may use this Term Contract but, at its sole discretion, reserves the right to place works in these categories outside the Contract through other Term Contracts or individually tendered contracts.
- 16.3 The provision of Pay and Display machines; CCTV cameras, Automated Public Conveniences and other items of a specialist nature not specifically referred to in the Schedule of Rates will normally not be procured through this contract even when on the public Highway.
- 16.4 There are also arrangements with both in-house DSO's and specialist Contractors for Cleansing; Refuse; Recycling and Grounds Maintenance and their works on the Public Highway are not offered under this contract on an exclusive basis, although from time to time some of the work they currently carry out might be requested of one or other of these lots.
- 16.5 For the sake of clarity, the Highway and Street Lighting Contractor(s) must accept **each** and **every** Works Order placed by the Council, to **any value**.

**LOT 1: HIGHWAYS**

16.6 **Highways Planned Works:** The Council requires the capability to construct, at reasonable but varying periods of notice, and within reasonable time periods, civil engineering works, principally comprising, but not limited to, footway or carriageway construction or reconstruction works, traffic management works, road safety works, drainage, duct installation works, signage and environmental improvement works which may be on or off the highway.

16.7 **Highways Responsive Works:** The Council requires the capability to provide:-

- A comprehensive **Responsive Highways Repairs Services** to defects on its highways network, which generally contravene set safety intervention levels, within a defined but varying response time, according to the severity and location of the defects. The service will cover all non-electrical elements of the highway infrastructure, including footway and carriageway construction, street furniture, signs and lining, pedestrian guard railing, bollards, gullies and surface water drainage connections. (This service may be extended to cover repairs to defects within external parts of housing estates and/or schools and/or parks.)
- An **Emergency Call Out Service**, 24 hours a day, 365 days a year, to attend emergency incidents and repair and make safe the highway including temporary traffic management signage, diversions, etc. It is anticipated that the majority of emergency call outs will be to deal with highway defects, but the contractor will also be expected to deal with other emergency highway related work, such as removal of debris or obstructions.

**LOT 2 : STREETLIGHTING**

16.8 **Street Lighting Planned Works:** The Council requires the capability to construct, at reasonable but varying periods of notice, and within reasonable time periods, electrical works, principally comprising, but not limited to street lighting, other external lighting and illuminated signage works which may be on or off the Public Highway.

16.9 **Street Lighting Responsive Works:** The Council requires the capability to provide:-

- A comprehensive **Responsive Street Lighting Repairs Services** to defects on its highways network, within a defined response time, according to the severity and location of the defects. The service will cover all electrical elements of the highway infrastructure, other than Traffic Signals. (This service may be extended to cover repairs to defects within external parts of housing estates and/or schools and/or parks.)



- An **Emergency Call Out Service**, 24 hours a day, 365 days a year, to attend emergency incidents and repair and make safe the highway including temporary traffic management signage, diversions, etc. It is anticipated that the majority of emergency call outs will be to deal with electrical defects, but the contractor will also be expected to deal with other emergency highway related work, such as removal of debris or obstructions.

16.10 Emergency Call-Out service is in both Lots 1 and 2 and if a single Contractor were to be appointed to both Lots this would be seen to be a direct saving and specific prices have been requested for the provision of both services under Lot 2 if appointed to both. Please note this is additional to the percentage savings offered for winning both Lots.

### **Performance Monitoring & Improvement**

16.11 The contracts are significantly different from the existing ones making performance criteria central with new Key Performance Indicators for the Contract based on:

- Quality of Work
- Safety;
- Consideration to the Public;
- Delivery within Time Requirements;
- Innovation and Sustainability.

These will be used in deciding whether to award work not exclusively included in this contract and in awarding any extensions beyond the first four years to a maximum of eight years. These same criteria have been used as part of the evaluation of the quality of the tenderers.

16.12 The Council's vision is for the Contract to develop into a 'total trust' partnership where the Contractor delivers first class services in all respects with minimal input and supervision from the Council. The extension on the Contract will be judged on the performance of the contractor. This will be based on progress towards the partnership and also on Key Performance Indicators (KPI's), which will be monitored and calculated by the Council on a regular basis. It is anticipated that the Contract will evolve during the Contract Period through the negotiation of variations to ensure the contractor continues to deliver Best Value services to the Council.

16.13 The Council anticipates that its own and the Contractor's staff involved in the operation of the Contract will engage in a constant dialogue to ensure that the works and services continue to be delivered to time, cost and quality. It is envisaged that there would be a regular series of meetings to ensure the smooth running of the Contract, to monitor performance, to discuss progress and programmes, to identify and find solutions to problems, and to further progress toward partnership working, etc. It is intended that this process will be commenced prior to the Contract start date, to enable staff from both organisations to agree communications and administrative arrangements, and to ensure a smooth start to the Contract.

**Benefits of the new contracts**

- 16.14 The new Contracts also emphasise the need to develop enhanced sustainability requirements. This includes the requirement to develop a Sustainability Action Plan for the Contractors delivery of the service to ensure that it uses working methods, equipment and materials that will improve the sustainability of delivering the contract requirements, with particular emphasis on the following sustainability objectives in line with the Greenest Borough Strategy.
- a. increased recycled content
  - b. reduced transport distances
  - c. whole life cost considerations
  - d. reduced energy use and CO2 emissions
  - e. waste reduction
  - f. reducing impact on the community i.e. noise & disruption
- 16.15 The Contractor will work with the Council to identify innovative methods and materials and actively encourage their use in schemes that will lead to improved delivery of the sustainability objectives of the contract. The Contractor shall encourage their supply chain to help them meet the sustainability objectives of this contract. They will produce a materials sourcing plan for the items covered under the Schedule of Rates and will be required to use only transparently and sustainably sourced timber.
- 16.16 The Council recognises that often vehicles are used in more than one Borough on this type of Contract. However, where vehicles are dedicated to the Contract the Council Livery should be used to show joint working.
- 16.17 The contract introduces a new clause for the Council on tackling economic deprivation in the European Union. Therefore in appointing subcontractors, or suppliers to carry out the Works, the Contractor will be required to use reasonable endeavours to select at least 10% of them from businesses with registered offices in Deprived Areas. Furthermore the Contractor will use reasonable endeavours to ensure that at least 10% of the workforce it deploys at anyone time to carry out the Works live in a Deprived Area. For the purposes of this Agreement "workforce" will include the workforce of the Contractor and any of its subcontractors and sub-subcontractors deployed at anyone time in the carrying out of the Works. This is in line with the Council's regeneration objectives.
- 16.18 Other benefits of the new contract include:
- Requirement to register under the Considerate Constructor Scheme
  - Corporate Livery to enhance working in Partnership with Haringey
  - Prompt Payment of Sub-Contractors
  - Opportunity for the Contractor to have one staff member co-located in the Council offices for each Lot.
  - The Quality Plans submitted as part of the Tender process describe how the Contractor will ensure the delivery of services to the highest standards. These will form part of the Contract Documents and as such

the Contractor will be bound to comply with their terms in full.

- 16.19 Other benefits specific to the Contractor(s) appointed are given in Appendix A as these are specific to the Contractor(s) named in that confidential part of the report.

## 17 Valuation Process

- 17.1 The EU procurement process requires the evaluation criteria to be set out in advance of receipt of tenders. The quality evaluation criteria were set out in the Contract documents and are summarised below:

- The Quality Submission - the tenderer was required to clearly present their proposals for how this particular service will be delivered
- The Quality Panel awarded marks against the Quality Assessment Headings listed in the document using the scoring systems as set out in Table 1 below:

**Table 1 Quality Scoring**

Standards	Marks
Very high standards; Proposal likely to exceed all delivery targets	10
Good Standard: Proposals likely to meet all delivery standards and exceed some delivery targets	8-9
Acceptable standard: Workable proposals likely to achieve most delivery targets	5-7
Poor standard: significant reservations but not sufficient to warrant exclusion of tender	1-4
Not acceptable: Tender excluded	0

- A weighting was given to the different parts of the Quality Assessment as shown in Table 2 below:

**Table 2 Quality Weighting**

Statement	Percentage of Total Quality Score
<b>A. Service Provision and Workforce Matters</b>	<b>10%</b>
<b>B. Materials and Workmanship</b>	<b>12%</b>
<b>C. Control of Sub-Contractors</b>	<b>8%</b>
<b>D. Delivery within Time Requirements of Contract</b>	<b>12%</b>
<b>E. Health and Safety</b>	<b>3%</b>
<b>F. Dealing with Those Affected by Contractor Activity</b>	<b>7%</b>
<b>G. Quality Policy and Practices</b>	<b>8%</b>
<b>Site Performance</b>	<b>25%</b>
<b>Client Perspective</b>	<b>15%</b>

- The highest marked tender was given 100 marks with the others scored pro rata. The quality threshold below which tenders were not considered further is 60 marks, or a zero against any one of the Quality Assessment Headings.

17.2. Determination of the lowest financial tender was based on a model of the anticipated quantities for items in the Schedule of Rates, based on past invoices and estimated future budgets and agreed before the tenders were opened. The lowest acceptable financial tender submitted was awarded 100 marks. Other acceptable tenders had one mark deducted for each percentage point by which the total exceeds that of the lowest, thus a total of 12% above the lowest would receive 88 marks.

17.3. The marks for the Quality Submission and the Financial Submission were weighted in the ratio of 60:40 respectively. The quality percentage was multiplied by 0.6, the price percentage by 0.4. The sum of these evaluations was given a final score. An example is given in Table 3.

**Table 3 Scoring Example (not based on actual tenders)**

Tender	Price	Price %	P% x 0.4	Quality %	Q% x 0.6	d+f	g * 100
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>	<i>G</i>	<i>h</i>
A	£1,234,500	89.30%	<b>0.3572</b>	85.00%	<b>0.51</b>	0.8672	86.72
B	£1,115,180	100.00%	<b>0.4</b>	70.00%	<b>0.42</b>	0.82	82
C	£1,400,000	74.50%	<b>0.298</b>	100.00%	<b>0.6</b>	0.898	89.8
D	£1,250,000	87.90%	<b>0.3516</b>	95.00%	<b>0.57</b>	0.9216	92.16

**Tender D is accepted**

17.4. Appendix A gives the results of the evaluation process and is exempt information under the Local Government (Access to Information) Act 1985 (see 15 above)



Haringey Council

Agenda item:

**[No.]****Cabinet Procurement Committee****On 28 April 2009**

Report Title. Removal and Relocation of Office Furniture contract – Extension of contract

Report of **Julie Parker, Director of Corporate Services**Signed : *J. Parker 15/4/09*

Contact Officer : Martin Cable, Accommodation Strategy manager, Tel. 0208 489 2625

Wards(s) affected: Not applicable

Report for: Non-key decision

**1. Purpose of the report**

- 1.1. To seek Member approval to extend the current contract (expires 2<sup>nd</sup> May 2009) by 12 months as allowed for within the contract.

**2. Introduction by Cabinet Member (if necessary)**

- 2.1. The current contract allows for two one year extensions and officers are satisfied with the current provider of this service and wish to renew/extend for a further year whilst procurement action is planned for the remaining year. I concur with this approach for a one year extension whilst re-tendering takes place.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

- 3.1. The Removal and Relocation of Office Furniture contract is an element of the SMART working implementation programme.

**4. Recommendations**

- 4.1. To extend the existing contract for Removal and Relocation of Office Furniture by 12 months.

**5. Reason for recommendation(s)**

5.1. The contractor's performance in undertaking the current contract has been assessed at two stages during the project. Users across Directorates responded to a feedback questionnaire regarding their performance.

The responses can be summarised in an overall assessment score as follows:

2006: Average of 4.6 out of 5 (92% satisfaction level)

2009: Average of 4.7 out of 5 (94% satisfaction level)

The contract will continue to be monitored through user feedback during the extension period.

5.2. The original cost rates from the 2004 contract will be extended to the extra year. A survey of rates from other contractors (Appendix A) shows that the rate is competitive, offering value for money.

5.3 The level of satisfaction provided by the contractor and the cost rates are considered to provide value for money and grounds for an extension of the contract by one year.

**6. Other options considered**

6.1. The contract could be re-tendered for the next year. This was not considered to be in the best interest of the Council due to the standard of performance achieved and the cost rates of the existing contractor.

**7. Summary**

7.1. The contract for Removal and Relocation of Office Furniture was set up with an option for a year's extension up to a maximum of two years. This report relates to an extension of the first year option.

7.2 Due to the level of satisfaction provided by the contractor and that the contract is considered to offer value for money, the report recommends that a one year extension is agreed.

7.3 It is planned to re-tender the contract for beyond this one year extension.

**8. Chief Financial Officer Comments**

8.1. The Chief Financial Officer has been consulted over the contents of this report and concurs with the recommendation.

**9. Head of Legal Services Comments**

- 9.1. The original contract was tendered in 2003 in the OJEC as it was above the threshold. Restricted tendering was used in compliance with Public Services Regulations 1993.
- 9.2. The said contract, and an option to extend it for a further two years, was approved by Members in 2004. This option to extend was included in the said contract with the Contractor. It is this extension, for one year, that the report recommends.
- 9.3. The value of the recommended extension exceeds £250, 000 and must therefore be approved by members in accordance with CSO 11.03 and 13.02.
- 9.4. The Head of Legal Services confirms that there is no legal reason preventing members from approving the recommendations under clause 4 of this report.

**10. Head of Procurement Comments**

- 10.1. The recommendation that the contract extension be agreed is in line with the Procurement Code of Practice
- 10.2. The market research that has been undertaken as shown in appendix A shows that the extension to the current contract still represents value for money to the Council
- 10.3. Ongoing customer feedback will ensure that any problems within the contract are identified and can be addressed.

**11. Equalities & Community Cohesion Comments**

- 11.1. No known implications.

**12. Consultation**

- 12.1. Users of the contract across Directorates have been consulted on the performance of the contractor during the period of the contract (see para. 5).

**13. Service Financial Comments**

- 13.1. Based on spend over the previous two years and projected work over the next year a spend in the region of £290,000 over the next year is estimated.
- 13.2. Services' use of this contract will depend on their budget availability at time of ordering.

**14. Use of appendices /Tables and photographs**

14.1. Appendix A – Exempt items.

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

15.1. Report to Procurement Committee, 23<sup>rd</sup> March 2004 entitled, Award of Contracts for Removal & Storage of Resident's Possessions and the Removal and Relocation of Office Furniture.





Agenda item:

[No.]

Cabinet Procurement Committee

On 28 April 2009

Report Title. Accommodation Strategy – Office Refurbishment

Report of Julie Parker, Director of Corporate Services

Signed : J. Parker 15/4/09

Contact Officer : Martin Cable, Accommodation Strategy manager, Tel. 0208 489 2625

Wards(s) affected: Not applicable

Report for: Key decision

**1. Purpose of the report**

1.1. To seek Member approval for the award of the contract for the refurbishment of the former tenants' floors of River Park House.

**2. Introduction by Cabinet Member**

2.1. Award of this contract will enable the continuation of the SMART working programme and complies with Council's call-off framework arrangements.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

3.1. The SMART working project is part of the Haringey Forward initiative. The refurbishment of these floors will maximise their occupation leading to the disposal of other buildings as agreed under the SMART working accommodation strategy.

**4. Recommendations**

4.1. That Members agree to award the contract at the agreed maximum price for the refurbishment of the former tenants' floors at River Park House in accordance with Contract Standing Order 11.03 to the contractor named in Appendix A.

**5. Reason for recommendation(s)**

- 5.1. The tender submitted under the call-off arrangement from the Council's Framework Arrangement for major construction work has been assessed as giving value for money.

**Background**

- 5.2. The refurbishment of the floors will provide flexible work spaces that will both increase occupancy and improve working conditions. It will involve the replacement of the suspended ceiling and integral lighting to meet current regulations, connection to the Council's IT network, provision of refreshment making facilities and the removal of partitioning and general decoration. The layout will closely match the floors previously refurbished in River Park House taking into account improvements to the original specification.
- 5.3. The Construction Procurement Group has in place a number of Framework Agreements available for the appointment of contractors. A list of suitable contractors was identified from this Framework within the band £250,000 to £999,999.
- 5.4. In line with the management arrangements for the Framework Agreements, a panel is required to jointly consider the appointment of any contractor from the framework. The project panel met in November 2008 and a single contractor was selected under the call-off arrangement with the panel consisting of the Project Manager (Corporate Resources) and Construction Procurement Group (CPG).
- 5.5. The Construction Procurement Group has developed a rigorous selection process for the selection of contractors from the Framework. This process has been agreed by audit. It includes such factors as price and quality, health and safety performance, financial status, ranking under the original framework agreement evaluation process and the client's essential project criteria.
- 5.6. The selected contractor was requested to tender for the works. The tender documentation was returned to the CPG offices on Friday 13th February 2009.

**Sustainability**

- 5.7. The resultant increased occupancy will contribute to the disposal of buildings agreed under the accommodation plan to reduce operating costs and the carbon footprint of the office accommodation portfolio.

- 5.8. The life cycle costing exercise has been completed and is currently under review.
- 5.9. The use of part re-cycled (60%) carpeting is being considered for the first time in the office portfolio. Disposal of materials will be carried out in line with regulations (e.g. WEEE) and good practice.

#### **6. Other options considered**

- 6.1. The re-use of the space without refurbishment was considered. However the areas have been specifically designed and constructed by the former tenants with public reception facilities and partitioning of the floor neither of which are required by the council. The SMART working initiative includes the improvement of the working environment and the adoption of open plan work areas to maximise occupancy. Not to refurbish the floors would therefore limit occupancy and not provide an improved working environment and is therefore not considered to be in the best interest of the council.

#### **7. Summary**

- 7.1. The work to refurbish the former tenants' floors at River Park House has been specified and tendered using the contractor framework call-off procedure. The tender has been assessed by the council's consultant surveyors and recommended for acceptance at the agreed maximum price.
- 7.2. The contract will be performance managed by the council's consultant surveyors.

#### **8. Chief Financial Officer Comments**

- 8.1. The Chief Financial Officer confirms that the proposed tender price is in line with the overall budget projections for this part of the Accommodation Strategy. Award of this contract will enable the on-going delivery of the smart working programme and facilitate release of planned efficiency savings.

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

- 9.1 This report is seeking Procurement Committee approval to award a call-off contract for the refurbishment of the former tenants' floors at River Park House in accordance with Contract Standing Order 11.03 to the contractor named in Appendix A
- 9.2 The Framework Agreement for Major Construction Works- Value £250,000-£999,999 was previously agreed by Procurement Committee
- 9.3 The contractor named in 2.1 of Appendix A to this report was appointed to the

Framework Agreement.

9.4 The Report (at paragraph 5) confirms that the selection of the proposed contractor was carried out in accordance with the process agreed by Audit for selection of Contractors from the Framework.

9.5 The value of the proposed contract exceeds £250,000 therefore the award requires the approval of the Cabinet, in accordance with CSO 11.3.

9.7 As the value of the contract is above the Council's Key Decision threshold of £500,000, details of this contract have to be included in the Forward Plan in accordance with CSO 11.04

9.8 The Head of Legal Services confirms that, there are no legal reasons preventing Members from approving the recommendation as to the award, as set out in Paragraph 4 of this report.

#### **10. Head of Procurement Comments**

10.1 The selection of the contractor for these works has been undertaken from the Major Contractors frameworks as a call off for works between £250,000 and £999,999 contractor framework to enable early engagement of the contractor to work with the Client for the works. The Contractor has also carried out similar works in Alexandra House.

10.2 An Agreed Maximum Price has been agreed by the parties prior to start on site, in accordance with the process allowed within the framework agreement.

10.3 Whole Life Costs have been considered within the project and the calculations are currently under review.

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

#### **11. Equalities & Community Cohesion Comments**

11.1 The Council's Equal Opportunity policies have been embedded into the tender specification and contractor's policies and procedures have been reviewed during the pre-qualification stages for compliance with Haringey's standards.

11.2 An assessment of any impact on equalities has been carried out and amendments to the design of the floor compared to previously completed floors has been incorporated. This includes the provision of more accessible common facilities for those with disabilities.

**12. Consultation**

12.1. The council's trade union representatives were consulted on the original design for the River Park House floors and have been consulted recently on the generic design being rolled out across all buildings which this floor design reflects.

**13. Service Financial Comments**

13.1. The budget for this work is held within the Accommodation Strategy budget agreed by Cabinet on 14<sup>th</sup> October 2008.

**14. Use of appendices /Tables and photographs**

14.1. Appendix A – Exempt items.

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

15.1. Framework Agreement for construction works, January 2006.

15.2. This report contains exempt and non-exempt information. Exempt information is under the following category (identified in the amended schedule 12A of the Local Government Act 1972). S(3) Information relating to financial or business affairs of any particular person (including the authority holding that information). Exempt information is, however, held in the appendix to this report (Appendix A).

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Agenda item:

**[No.]****Cabinet Procurement Committee****On 28th April**

Report Title. Call-off arrangement for the provision of Project and Programme Management Consultancy Services.

Report of **Director of Corporate Resources**

Signed :

*J. Power* 17/4/09

Contact Officer : Michael Wood, Head of Procurement,  
Tel: 020 8489 2120,  
Email: michael.wood@haringey.gov.uk

Wards(s) affected: N/A

Report for: Non key

**1. Purpose of the report (That is, the decision required)**

- 1.1. To seek approval to continue a call-off arrangement with Qedis part of the Tribal Consortium for a period up until 29 November 2011 for the provision of project and programme management consultancy services under the Office of Government Commerce (OGC) Framework Agreement.

**2. Introduction by Cabinet Member**

- 2.1. I note the content of the report having discussed the arrangement with the Head of Procurement. The new arrangement represents value for money for the Council and I draw attention to paragraph 6 of the report.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

- 3.1. Building Schools for the Future Programme (BSF)  
3.2. Primary and Pre-School Programme (PPS)

**4. Recommendations**

- 4.1. To agree to continue a call-off arrangement under the OGC Functional Consultancy Framework Agreement for Project and Programme Management Consultancy Services.
- 4.2. To agree to a period up to 29<sup>th</sup> November 2011.
- 4.3. To agree that the arrangement be continued with Qedis who are part of the Tribal Consortium and the Suppliers contracted under the Framework.

**5. Reason for recommendation(s)**

- 5.1. Haringey Council is involved in key programmes to improve the schools environment (new build and refurbishments through the BSF and PPS programmes), to specifically improve Children's Services and to increase in-house capacity and capability through knowledge transfer and skills development in regards to project and programme management.
- 5.2. These are key programmes and the required skills development are a medium to long term investment by the Council and are best delivered through an established and maintained arrangement with a preferred partner.
- 5.3. The arrangement to-date has worked well and regular reviews have confirmed the achievement of milestones and continued value for money.
- 5.4. It would not be in the best interests of the Council to run a competitive procurement to seek an alternative partner when the existing arrangements continue to meet the Council's requirements and key programmes (BSF) are at critical stages.

**6. Other options considered**

- 6.1. An open market procurement exercise was considered but then discounted since the OGC have established competitively priced pre-negotiated framework call-off arrangements that are accessible by any public sector body. It is therefore not necessary in this case for the Council to manage a procurement exercise.
- 6.2. The OGC framework contains a list of consultancy firms, which were evaluated and from which Qedis who are part of the Tribal Consortium were selected, for major project and programme management.
- 6.3. The programmes mentioned are key to the borough of Haringey and it would not be in the Council's interest, especially at this critical stage of BSF to consider using an alternative firm of consultants.

**7. Summary**

- 7.1. Haringey Council has an ongoing need for major project and programme management consultancy services and especially involving the Building Schools for the Future (BSF) programme.
- 7.2. The existing arrangement with Qedis part of the Tribal Consortium has been reviewed to ensure continued value for money and effective programme



delivery.

- 7.3. The Government's OGC Framework Agreement contains a list of firms from which the public sector can select a preferred partner (on pre-negotiated terms and conditions). Qedis from the Tribal Consortium were selected to support various Council programmes (including the £228m BSF programme) because they were considered the most capable of providing the services with the level of appropriate skill and expertise.
- 7.4. The BSF Programme has progressed well and the Council is satisfied to continue to use Qedis from the Tribal Consortium as the preferred consultancy firm to deliver this highly complex and high value programme as it reaches its critical stages. There are 20+ external suppliers in this programme including designers, building contractors, architects, IT providers, legal advisors and cost consultants; all of which are programme managed by Qedis from the Tribal Consortium.
- 7.5. Other programmes that are developing and need integrating include:
- Primary and Pre Schools (PPS) building refurbishments
- 7.6. Spend to-date with Qedis from the Tribal Consortium has been slightly under £2m. The amount of spend over the coming years will depend on the level of need for external consultants, and in-house resources will be utilised as much as possible.
- 7.7. The proposed arrangement will continue to be a call-off arrangement and does not commit the Council to any level of spend at this stage. As projects are commissioned (or "called off") these will be subject to the usual Council approvals for compliance with the Forward Plan and Contract Standing Orders.
- 7.8. Each 'call-off' would result in a specific contract against approved budget.
- 7.9. For Governance purposes, relationship management will be reviewed quarterly by the Director of Corporate Resources and account management reviewed 6 weekly by the Head of Corporate Procurement.
- 7.10. The relationship with Qedis part of the Tribal Consortium has proved to work very well and with the ongoing need to support the BSF programme plus PPS programme, the continued use of Qedis from the Tribal Consortium under this arrangement offers good value to the Council and brings much needed skills and expertise to augment those that exist within the Council.
- 7.11. The success of the blended external / internal high calibre programme office team in the Council has received praise from Partnerships for Schools as providing very strong governance and quality assurance.

## **8. Chief Financial Officer Comments**

- 8.1. The Chief Financial Officer notes that the recommendation does not itself have any direct financial implications. As when each contract is "called off", the appropriate approvals will be sought which will include an assessment of any financial implications.

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

- 9.1. This report is seeking Procurement Committee approval for continued use of Consultancy Services from an existing Framework Agreement procured by OGC on a project by project basis.
- 9.2. The EU Directive on public procurement (the Consolidated Directive), as implemented in the UK by the Public Contracts Regulations 2006, allows contracting authorities to, using EU tendering procedures, enter into framework agreements with service providers, and to select service providers in respect of specific services/projects from amongst those providers with which it has concluded framework agreements.
- 9.3. The OGC, an Executive Agency of the Office of Government Commerce (OGC) in the Treasury, has concluded a number of framework agreements tendered in the EU and established in compliance with the Public Contracts Regulations 2006. These were concluded and are available for use by contracting authorities, which includes local authorities.
- 9.4. Where a framework agreement is concluded with more than one economic operator and more than one economic operator under that framework is capable of performing those services, a specific contract may be awarded following written consultation with all those economic operators capable of performing those services (a mini-competition) which has submitted the best tender on the basis of the award criteria specified based on the framework agreement.
- 9.5. Qedis part of the Tribal consortium have been selected based on the most economically advantageous tenders submitted, in accordance with Regulation 30 of the Public Contracts Regulations.
- 9.6. The OGC Framework was concluded with the Tribal Consortium with an effective date of 12 June 2006 expiring on the 30 November 2009.
- 9.7. The call off arrangement for a period commencing on 28th April 2009 to 29th November 2011 with Qedis part of the Tribal Consortium may continue beyond the expiry of the OGC Framework Agreement for consultancy services provided that this does not circumvent public procurement regulations or that prevents, restricts or distorts competition.
- 9.8. As the total estimated value of the contracts to be awarded under the framework agreement is likely to exceed £250,000, the proposed award must be approved by Members pursuant to CSO 11.3 which provides that Procurement Committee must award all contracts valued over £250,000.
- 9.9. This report is recommending continued call-off arrangements under the OGC Functional Consultancy Framework Agreement for Project and Programme Management Consultancy Services to the selected consortium partner Qedis from the Tribal Consortium for the period from 28th April 2009 to 29 November 2011.
- 9.10. The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendations in Paragraph 4 of

this report.

#### **10. Head of Procurement Comments**

- 10.1. The OGC Framework Agreement was established under OJEU regulations and is available to public sector bodies to access
- 10.2. Council Standing Orders make provision to access other public sector arrangements providing that approval is given beforehand by Cabinet Procurement Committee (for projects expected to exceed £250k).
- 10.3. There is no committed spend as a consequence of confirming this arrangement. Further reports will be submitted for appropriate approvals as each stage of the various programmes are "called-off".

#### **11. Equalities & Community Cohesion Comments**

- 11.1. The OGC Framework and the original tender documents were put out to full EU tendering process which opened up the supply chain to open competition.
- 11.2. The process which led originally to the selection of Qedis/Tribal included the use of a Pre-Qualification Questionnaire (PQQ) which has detailed equalities questions.
- 11.3. In addition, the OGC Framework itself uses a PQQ which is in line with the Council's, with detailed equalities considerations covered.
- 11.4. Within the OGC Framework, there is an opportunity to the Council to agree additional terms, which could include equalities terms if needed.
- 11.5. Together, these safeguards reduce the risk of equalities being jeopardised by this recommendation.

#### **12. Consultation**

- 12.1. Council Programme Directors & Managers have been consulted to ensure the existing arrangements continue to meet their needs and represent value for money.

#### **13. Service Financial Comments**

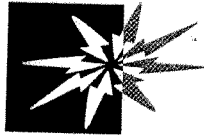
- 13.1. The recommendations in this report are for a Framework Agreement but with no commitment to spend budget. As each contract is "called-off," budget requirements will be explained and the necessary approvals sought prior to contract award.

#### **14. Use of appendices /Tables and photographs**

- 14.1. Appendix A – exempt information.
- 14.2. Appendix B – exempt information.

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

15.1. Appendix A contains commercially sensitive information that could disadvantage the chosen partner if made available to competitors.



Haringey Council

Agenda item:

**[No.]****PROCUREMENT COMMITTEE**

On 28th April 2009

Report Title.

**Programme Management Consultant to the Building Schools for the Future Programme**Report of **Director of the Children & Young People's Service**

Signed :

Contact Officer :

**David Bray****020 8489 1824****david.bray@haringey.gov.uk**Wards(s) affected: **N/A**Report for: **Key Decision****1. Purpose of the report**

- 1.1. To seek approval to "call-off" a contract with the supplier detailed in Appendix 1 of this report at section 16.1 to provide programme management delivery and support in the BSF and Primary Capital and related programmes until October 2010, under the terms of the OGC Consultancy Services Framework agreement.
- 1.2. To note, in respect of the transfer of functions occupied by consultants to Council staff that CEMB are looking at programme management across the Council and how this is supported within the Directorates. It is assumed that an ongoing programme support function smaller than the present one will be required within the CYPS department to support other capital and change programmes and as such these posts should be filled by the recruitment of permanent staff. This would require the transition of up to three posts currently filled by contractor and consultant resource

to convert to permanent positions. The need for additional temporary resource providing programme support during the BSF works would drop away by the second half of 2010. The scope of this requirement will be defined in discussions with the Director of CYPS and the Chief Executive as sponsor of the BSF programme

**2. Introduction by Cabinet Member (if necessary)**

- 2.1. We are at a critical stage of the BSF programme and continuity of good quality programme support is essential. I believe that these recommendations are the best way of achieving that support.
- 2.2. It is important to note that the scope of the arrangement is to be kept under review in the light of the requirements at later stages of the programme.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

- 3.1. The BSF Programme seeks to work with Council Priorities and strategies when letting construction contracts for projects at Haringey secondary schools and in implementing, for instance, the sustainability and community focus aspects of its work
- 3.2. Resources VFM - The proposal uses discounted rates recently negotiated by the Head of Corporate Procurement which are reported in his report on this agenda
- 3.3. Risk Management – Risks within the BSF programme are managed through comprehensive programme management arrangements previously reported to the Committee and involving monthly highlight reports to the BSF Board.
- 3.4. Management of the risks within the operation of the supplier arrangement (detailed in Appendix, Section 16.1) will be managed under the governance arrangements negotiations by the Head of Corporate Procurement. These include six weekly meetings with the Programme Director and quarterly meetings with the Head of Corporate Procurement and Deputy Director of CYPS

The main risks are:

- Exceeding the authorised spending limit. This will be monitored in the above meetings
- The present proposal is base on deploying resources to manage current planned and assumed requirements. Ensuring that the scope to be delivered is able to flex to respond to the challenges thrown up by a large Capital Programme whilst sustaining the substantial continuous routines involved in managing and reporting will be a continuing risk. This will also be monitored in the above meetings and on a day to day basis by the Programme Director.
- Not achieving the hand over to staff would involve a considerable performance and budget risk to the Council. This is a two way process and will present a challenge to Council management to overcome the availability of appropriate staff on time

#### **4. Recommendations**

- 4.1. To approve the continued use of the supplier (detailed in Appendix 1, Section 16.1) for the provision of programme management support to the BSF, Primary and other CYPS Capital programmes, on the terms of OGC Consulting Services Framework Agreement. To approve the proposed arrangement under which the transfer to staff on the remaining of the programme support function will be defined and completed during the second half of 2010. (paragraph 1.2 refers)
- 4.2. To note that to protect the continuity of work on the programme, the use of the present programme support staff be continued from April 2009 until October 2010.

#### **5. Reason for recommendation(s)**

##### 5.1. Previous reports have:

- Outlined the reasons for using project management consultants
- Reported on progress on transferring the function to council staff
- Reported that the current contract was due to expire at 31<sup>st</sup> March 2009
- Described the advantage gained by using the BSF Programme Support Office to help manage the Capital Programme

5.2. In line with the newly agreed framework arrangements a proposal has been sought from the supplier (detailed in Appendix 1, Section 16.1), whose scope is to provide the following programme support to BSF and other CYPS Capital Programmes, including the running of the Programme Support Office and the transitioning of that function

5.3. The resources required and overall projected cost are summarised in the table presented in Appendix 1, Section 16.1 of this report.

5.4. Health and Safety implications. Not applicable

#### **6. Other options considered**

- 6.1. An open market procurement exercise was considered but then discounted since the OGC have established competitively priced pre-negotiated framework call-off arrangements that are accessible by any public sector body. It is therefore not necessary in this case for the Council to manage a procurement exercise
- 6.2. The OGC framework contains a list of consultancy firms, which were evaluated and from which the supplier (detailed in Section 16.1) were selected, for major project and programme management
- 6.3. The programmes mentioned are key to the borough of Haringey and it would not be in the Council's interest, especially at this critical stage of BSF to consider using an alternative firm of consultants

## **7. Summary**

- 7.1. This report recommends the means of programme managing the Capital Programme in CYPS, which during the currency of the work with the future FM and life cycle maintenance of those schools and other Capital Programmes. It also proposes how the function should be transitioned to staff.

## **8. Chief Financial Officer Comments**

- 8.1. The two related reports before the Procurement Committee today firstly seek to continue the 'call-off' arrangements for QEDIS under the OGC framework agreement and then (in this report) seeks approval to an extension specifically in respect of the BSF programme at an estimated cost of £994,000.
- 8.2. Section 12 of this reports sets out the various reports that have been considered and approved by the Cabinet Procurement Committee in respect of extensions to the contract with QEDIS. Together with this further extension the total sum approved on project management services amounts to around £2.8m.
- 8.3. Because of the nature of the Haringey BSF programme, i.e. the fact that it is not being delivered by way of a Local Education Partnership (LEP) it is difficult to establish whether this is comparable with other BSF projects. However, the BSF team has confirmed that Partnership for Schools (PfS) the government appointed body overseeing the delivery of BSF projects have not raised concerns in respect of the sums being spent in this area and, as the report states, the overall costs of the programme of £212m covering both works and fees, it is affordable within the approved budget provision.
- 8.4. The continued use of QEDIS for programme management consultancy services at this stage of the BSF programme is supported considering the potential delivery risks at this stage and the Head of Procurement confirms that it continues to provide value for money within the prescribed procurement framework.

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

- 9.1. The Director of Children and Young People's Services seeks approval for a call-off arrangement under the Office of Government Commerce Buying Solutions (OGCBS) Framework Agreement.
- 9.2. The OGCBS Framework Agreement has been tendered in Europe in accordance with the Public Contracts Regulations 2006.
- 9.3. The value of the contract is over £500,000 and therefore is a "key decision". There is a requirement under CSO 11.04 to include details of key decisions in the Forward Plan. The Director has confirmed that this has taken place.
- 9.4. The Procurement Committee has power under CSO 11.03 to approve the call-off



arrangement.

9.5. The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendations at paragraph 4 of this report.

#### **10. Head of Procurement Comments**

10.1. Tribal/Qedis have effectively provided programme management consultancy services to Haringey Council, in support of the very demanding and complex BSF Programme.

10.2. The initial contract stage with Tribal/ Qedis was to March 2009, and this was approved by Members. This arrangement has now been reviewed for continued value for money and tested against other consultancy rates.

10.3. The Head of Procurement confirms that a renewed contract with Tribal/Qedis is in the Council's overall best interests and offers continued value for money to the CYPS Capital Programme (which includes BSF).

#### **11. Equalities & Community Cohesion Comments**

11.1. OGCbs places a strong emphasis on ensuring equalities as part of the assessment of suppliers onto its frameworks. This includes compliance with the OGCbs Equalities Scheme and Social Issues in Purchasing policy. Additionally, the BSF programme has used the Council's agreed procurement processes to in appointing contractors to each part of the programme – including how equalities issues are managed in their respective businesses.

#### **12. Consultation**

12.1. Cabinet Procurement Committee had, at its meeting of 17<sup>th</sup> May 2007 approved the appointment of the Tribal Group ("Tribal") for the provision of Consultancy services to the BSF Programme, subject to the value of the contract with Tribal not exceeding £1,319,625.

12.2. Cabinet Procurement Committee had, at its meeting of 30<sup>th</sup> Sep 2008 considered the existing contract with the Tribal Group for the provision of consultancy services and agreed it be extended by a total of £499,200 (made up of two tranches: £328,200 for September to December 2008, and £171,000 for January to March 2009) enabling provision of services to continue support for the BSF Programme and transfer skills to council staff

12.3. BSF presented an information report to Cabinet Procurement Committee, at its meeting of 3<sup>rd</sup> Mar 2009 following the extension of the contract, approved by the Lead Member for Children & Young People's Service (CYPS), the Chief Executive and the Director of Corporate Resources, acting under authority given to them by the Procurement Committee on 30<sup>th</sup> September 2008.

**13. Service Financial Comments**

13.1. Section 16.1.3 details the sum budgeted for the integrated the Primary and BSF Capital programme teams. Review of the overall cost of resources required indicates that the proposed cost detailed in Section 16.1.3 can be accommodated within the budget.

13.2. In the unlikely circumstances that funding streams supporting the BSF and Primary Capital programmes should be withdrawn, the requirement for programme resources would need to be reviewed to ensure that costs and funding were balanced. At this time, BSF has achieved financial close on its funding streams subject to delivery of projects within agreed cost, scope and quality, and Primary Capital Funding has received outline approval for funding in 2009/10 and 2010/11

13.3. The proposal in this report is therefore fully funded at this time, subject to the ongoing requirement for costs to be adjusted in the unlikely circumstances that overall funding streams do reduce for any reason

**14. Use of appendices /Tables and photographs**

14.1. Not Applicable

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

15.1. **The following documents were used in the compilation of this report:**

- The Council's Standing Orders As previous report, plus:
- Consulting Services Framework Agreement
- Supplier proposal for support to BSF and Primary Programme

Agenda item

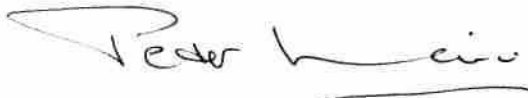
**PROCUREMENT COMMITTEE**

On 28 April 2009

Report Title.

**Building Schools for the Future: Award of Contract for Alexandra Park School**

Report authorised by


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

Contact Officer :

**David Bray****020 8489 1824****david.bray@haringey.gov.uk**Wards(s) affected: **Alexandra**Report for: **Key Decision****1. Purpose of the report**

1.1 To seek Procurement Committee approval to award the main works design and build contract for Alexandra Park School following the completion of the Pre-Construction Stage.

**2. Introduction by Cabinet Member**

- 2.1 The works included in this contract will bring enormous improvements to Alexandra Park School and will be of direct and lasting benefit to pupils.
- 2.2 I am satisfied that the appropriate processes have been followed and we will be getting good value for money from this contract as well as contributing to our Greenest Borough strategy via a range of sustainability features.
- 2.3 I am particularly pleased to note that our construction partner is to set up apprenticeships in a range of positions which will be monitored as a Key Performance Indicator.
- 2.4 I am happy to support the recommendations.

### **3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

#### **3.1 Council Priorities**

##### **3.1.1 Making Haringey one of London's Greenest Boroughs**

3.1.1.1. The Alexandra Park School Project exhibits a number of sustainability features, as follows:

- A naturally ventilated training and sixth form block
- Measures to minimise water usage
- Energy efficient lighting
- Daylight Lighting sensing
- Lighting occupancy sensing
- Utilities sub-metering
- School travel plan
- Recycled construction materials
- Certified Timber (Chain of Custody)
- Reduced Volatile Organic Compound materials
- Sustainable measures visible to students

3.1.1.2. The scheme will achieve a Building Research Establishment Environmental Assessment Method (BREEAM) "Very Good" rating.

##### **3.1.2 Creating a Better Haringey: Cleaner, Greener and Safer**

3.1.2.1. The Alexandra Park School Project will renew, improve and extend the fabric of the school significantly enhancing the learning environment of the students. This will improve their safety both on site and moving to, from and within the site. The project provides improved secure access around the school.

##### **3.1.3 Encouraging Lifetime Well Being, at Home, Work, Play and Learning**

3.1.3.1. The BSF programme will contribute to the transformation in outcomes for young people in Haringey by improving the learning environment, providing anywhere/anytime access to ICT, increasing inclusion and providing a wider range of pathways of study.

3.1.3.2. The BSF programme will improve access to extended services in and around schools and contribute to improving community cohesion. Examples include access to out of hours study support for children and families, sports and the arts.

##### **3.1.4 Promoting independent living while supporting adults and children when needed**

3.1.4.1. The Construction Partner has undertaken to implement, wherever possible, the Council's policies in respect of employing local labour, and creating apprenticeships for local people.

##### **3.1.5 Delivering Excellent, Customer Focussed, Cost Effective Services**

3.1.5.1. Key to the success of the BSF programme is to improve standards in schools. The BSF programme will add to the learning environment for all young people to enable further progress to be made.

3.1.5.2. The BSF work to the school's entrance and relocation of the reception area

to the front of the site will bring about much needed improvements in security and to the way in which visitors are greeted, and ensure the schools can make more cost-effective use of staffing resources, allowing prioritisation of staff use to further drive up standards.

3.1.5.3. The new Learning Resource Centre will support improvements in standards, and post 16 stay-on rates by promoting more effective independent learning for students across all key stages; potential community access to this facility will also benefit community cohesion, and improvements in adult learning.

## **3.2 Council Strategies**

### **3.2.1 Safer for All**

3.2.1.1. In all our work we will pay particular attention to:

- Young people and crime
- Mental health issues
- Support for victims and witnesses of crime
- Working with and through communities (Community Engagement)

## **3.3 Resources**

### **3.3.1 Value for Money**

3.3.1.1. Overall Value for money is achieved by the procurement methodology to prove the economy, efficiency and effectiveness of each project as it is tendered. Six suitable contractors formed a BSF contractor framework to serve each project in the programme, by means of mini competitions. The successful contractor worked through the design stage ultimately producing costed packages of work. The exercise is "open book", allowing the project manager and cost manager to see the sub-contractors tenders and confirm the price meets scope and quality criteria.

3.3.1.2. Due to the nature of the works within a live school site, Criminal Records Bureau (CRB) checks will be monitored by the London Borough of Haringey for the Construction Partners "on site" staff. Supervisors from sub-contractors will also be subjected to CRB. This will bring to the Council's attention anyone unsuitable to work with children and other vulnerable members of society.

3.3.1.3. Designers are briefed to ensure the new build elements comply to the highest level of energy saving. The project has adopted Haringey's sustainability policy. (see 3.1 above).

3.3.1.4. A thorough analysis of pupil place planning has been carried out to ensure that the school accommodation is appropriate for both current needs and the foreseeable needs of the future. Governors have signed an agreement to maintain the property in good order once the BSF work is completed. The FM aspect of the PFI contract will be reviewed at the end of the BSF works.

3.3.1.5. Work streams within the programme incorporate people from the Haringey work force where practical.

3.3.1.6. A workforce development programme is already in place to ensure the skills, knowledge and experience of the staff match the needs of an effective school.

### 3.3.2 Engagement of the Community

3.3.2.1. The designs have been made available prior to the construction stage for resident drop in sessions, school parents and school governors' review days, school council meetings, assemblies and information has been posted through the doors of local residents (also available on line for viewing). These initiatives will continue through the construction phase.

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

3.3.2.3. Full planning permission was received for the scheme on the 11th December 2008.

3.3.2.4. The selected construction partner will have a Community Liaison Officer (CLO) whose role is to actively engage with the community through drop in sessions, leaflet drops, open evenings and many more stakeholder engagement activities to allow for comment and feedback during the construction process.

3.3.2.5. During the construction phase of the works the construction partner will set up apprenticeships and encourage the use of locally based labour and unemployed people. Apprenticeships will be within various positions, for example, trades, administration and management. These will be monitored as a Key Performance Indicator.

### 3.3.3 Risk Management

3.3.3.1. Risks are managed within the governance of the BSF programme. This includes Stream Lead meetings and reporting to the Programme Board. The projects are managed within Prince 2 methodology and Managing Successful Programmes. Procurements are managed to European Legislation and advice is taken from legal advisers to ensure compliance.

## 4. Recommendations

4.1 That the Procurement Committee award the design and build contract, with a value set out in Appendix 16.1, with a programme to complete by 10<sup>th</sup> May 2010.

4.2 The Procurement Committee authorise spending on this contract up to the sum detailed in 16.1.2, with reference to the build up of this sum in 16.1.1, subject to Alexandra Park School confirming agreement of the head teacher and governing body to a £181,300 contribution from its Devolved Formula Capital budget in 2009/10.

## 5. Reason for recommendation(s)

5.1 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's). These CP's would be used to source the twelve school projects in the BSF programme.

5.2 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.

5.3 Five of the CP's on the framework were invited to submit proposals for Alexandra Park School project, via a mini-competition– the sixth CP (Wilmott Dixon) declined to tender citing resource reasons. The mini-competition process for Alexandra Park School was completed on 17<sup>th</sup> September 2008 and a preconstruction agreement was awarded to Balfour Beatty Construction on 4<sup>th</sup> November 2008 following Procurement Committee approval on the 16<sup>th</sup> October 2008.

5.4 The Pre Construction stage was undertaken as follows:

5.4.1.1. The Design Team Partner developed the level of design up to RIBA Stage D+ (detailed design) which formed the basis of the Council's Requirements. To allow the contractor partner to formulate an AMP the following information was sent to them:

- Drawings (architectural, structural and civils, mechanical and electrical, landscape and acoustic)
- Specifications
- ICT proposals
- Waste management proposals
- Statutory requirements
- Programme
- Key performance indicators
- Contract terms and conditions

5.4.2 Pre Construction Services /Contractor's Proposals

5.4.2.1. The Contractor Partner undertook the following services in order to submit an AMP:

- Pre-construction design
- Supply chain management/works package tendering, with full cost management
- Value engineering/open book accounting
- Procurement of surveys
- Quality assurance
- Method statements
- Procurement of material samples
- Insurances/warranties and bonds

5.4.3 The Contractor Partner received the Council's Requirements on 30<sup>th</sup> October 2008 and then worked with the Design Team Partner and stakeholders to develop their Contractor's Proposals in response.

## 5.5 Review

5.5.1 The majority of the works package items within the design were tendered by the Contractor Partner (CP) (The exceptions were loose furniture and utilities). The CP was instructed to send out individual work packages to a minimum of three suppliers. The suppliers returned their prices to Potter Raper Partnership's (cost

consultant) office, for opening and recording, and the CP submitted a recommendation report for the individual packages, which demonstrated value for money. As a result, Potter Raper Partnership (PRP) confirmed that over 88% of the works received three tenders from suppliers; with respect to the remainder, but PRP have confirmed these demonstrated value for money.

5.5.2 The Design Team Partner has reviewed the recommendation to ensure that they are compliant with the Council's Requirements There have been no significant derogations from the Council Requirements.

## 5.6 Final Tender

5.6.1 The AMP was submitted on 13<sup>th</sup> February 2009 and opened on 17<sup>th</sup> February 2009. The tender included the following information:

- Form of Tender
- Contractor AMP form
- Programme
- Contractor's Proposals

## 5.7 Health and Safety Implications

5.7.1 During the pre-construction stage the designs have been reviewed by a Construction Design and Management Co-ordinator, (Gardiner and Theobald). Their duties have included:

- Advise and assist the client with their health and safety duties
- Notify details of the project to HSE
- Co-ordinate health and safety aspects of the design work and co-operate with others involved with the project
- Facilitate good communication between the client, designers and contractors
- Liaise with the principal contractor regarding ongoing design work
- Identify, collect and pass on pre-construction information
- Prepare and update the health and safety file

5.7.2 As part of their acceptance onto the Contractor's Framework for BSF the contractor partner is a member of the Contractors Health and Safety Assessment Scheme (CHAS). This has allowed the Council access to contractor partner's information on their Health and Safety record, to ensure that they are meeting the necessary regulations.

## 6. Other options considered

6.1 Not Applicable

## 7. Summary

7.1 The Alexandra Park School BSF project has been the subject of a 2 stage tendering process with a contractor appointed to undertake pre-construction services. This report addresses the process used to ensure value for money, identifies the anticipated costs resulting from the procurement exercise and seeks approval to proceed to award the main design and build contract.

## 8. Chief Financial Officer Comments

8.1 The estimated cost of Client Design Fees/ surveys set out in the Appendix to the



report amounts to around 24% of the Contractors submitted AMP tender. Paragraph 13.1 comments that these are subject to confirmation and suggests that any increase would be accommodated within the project contingency. Members may wish to clarify why the fee levels are not known at this stage, the circumstances under which they might change and why in absolute terms they seem to be higher than on other projects within the programme.

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

9.1 The Director of children and Young People Services is seeking Procurement Committee approval of an award of the contract for the Design and Build phase of the Alexandra Park School Project (the Project), to the contractor named in paragraph 16.1 (the Contractor), and for authorisation to spend on this contract up to the sum detailed in 16.1.2, with reference to the build up of this sum on 16.1.1.

9.2 The Contractor was recommended to the Procurement Committee for the award of the Pre-construction contract for the Project and the opportunity to negotiate an Agreed maximum Price for the project as a whole, following a mini-competition held with the contractors on the BSF Contractor Partners Framework Agreement.

9.3 As confirmed by external legal advisers to the BSF programme, Eversheds, the BSF Construction Partners Framework Agreement was established following the correct advertisement in accordance with EU public procurement directives and regulations.

9.4 The Pre-Construction services contract was awarded to the Contractor by a decision of the Procurement Committee of 16<sup>th</sup> October 2008.

9.5 The Construction Procurement Group have confirmed that all parties to the Pre-Construction Services contract mini-competition understood that the Council reserved the right to award the subsequent contract for the Design and Build stage of the contract to the same contractor that was awarded the contract for the Pre-construction stage of the contract provided agreement as to an Agreed Maximum Price of the D & B contract is reached with that contractor.

9.6 Agreement as to the Agreed Maximum Price of the Design and Build contract have now been reached with the Contractor therefore this report is seeking approval of the award of the contract for the Design and Build stage of the Project to the Contractor.

9.7 As the value of the Agreed Maximum Price in relation to the proposed contract exceeds £250,000, the Procurement Committee is the appropriate body with the power, under CSO 11.3, to approve the award of the proposed contract.

9.8 The Head of Legal Services confirms that, subject to funding (confirmation that Alexandra Park School has agreed to make the contribution referred to in paragraph 13.2 and that fee costs can be confined within the Final Maximum Project Budget) , there are no legal reasons preventing Members from approving the recommendation as to the proposed contract award set out in Paragraph 4 of this report.

## **10. Head of Procurement Comments**

10.1 The process for assembling the Agreed Maximum Price (AMP) is based on an open book process where the sum of each package of works (such as piling and decorations) compiles the AMP.

10.2 The AMP has been assembled by the contractor following a series of mini competitions to their supply chain and the figures received are arithmetically checked by the Cost Consultant. The prime contractor recommends the intended sub-contractor for each package for examination by the Cost Consultant and Project Manager.

10.3 The Agreed Maximum Price is then received and processed by Council officers in accordance with standing orders and financial regulations.

### **11. Equalities and Community Cohesion Comments**

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

11.2 An Equalities Implication Assessment is complete, has been quality checked by the equality team and signed off by the Director of CYPS. The full assessment is appended to this report with a summary of the key impacts in 11.3 below.

11.3 The key impact of the project in redressing inequalities at the school is to improve provision for:

- young people at risk of exclusion, which are disproportionately from ethnic minority groups or have special educational needs
- young people diagnosed as having autistic spectrum disorder and who need specialist help
- other pupils with more diverse special educational needs
- young people for whom vocational pathways 14-19 provide better options and will lead to improved outcomes and progression after school
- young people above statutory leaving age (i.e. 16), and particularly from ethnic minority groups, to enable progression into higher education
- the local community through the core offer of extended services that the school will provide directly or will signpost
- ICT for all young people and families to enable anywhere/anytime access to learning resources

### **12. Consultation**

12.1 The Construction Procurement Group has been fully consulted in the preparation of this report.

12.2 A wide range of internal and external stakeholders have been consulted during the course of project development. These stakeholders include the school and its administrators, the local community, local Members, Partnerships for Schools, DCFS, and the Commission for Architecture and the Built Environment (CABE).

12.3 A Governing Body Agreement has been signed with Alexandra Park School which acknowledges that the Contractor Partner will require access to the school premises to carry out the works and that the school will liaise closely with them to support the phasing and decanting requirements of the scheme.

12.4 Legal Implications (provided by Eversheds)

- 12.4.1 The BSF Framework Agreements with the Construction Partners were established following the correct advertisement in accordance with EC procurement directives and regulations.
- 12.4.2 The framework incorporates a mechanism in order to score call offs and mini competitions. It anticipates that, subsequent to the appointment of a contractor to a Pre-Construction Services Agreement, a Design and Build Contract will be entered into with that contractor in substantially the same form as the draft in the framework
- 12.4.3 Whilst the contractor has been proceeding with the services under the Pre-Construction Services Agreement, Haringey's Construction Procurement Group, with the assistance of other professional advisers, has been progressing the process of establishing the scope and price for the Design and Build Contract.

### 13. Service Financial Comments

- 13.1 Appendix 1 presents the AMP Stage Cost Schedule. This table confirms all project cost elements associated with the project's design and build phases based on current information from Potter Raper Partnership and confirmed by the Mace Project Manager – this table incorporates previous stages approved via delegated authority. It should be noted however that the level of professional fees is subject to confirmation through an ongoing process of refining actual costs against estimates derived in November 2008. The aim is to confirm fee costs in time for the Procurement Committee meeting on 28<sup>th</sup> April, although it is assumed that this can be confined within the Final Maximum Project Budget (Appendix 1).
- 13.2 Alexandra Park School has agreed to make a contribution of £181,300 from its 2009/10 Devolved Formula Capital allowance to fully fund the project. This sum is required to fully fund the BSF Project as presented in Appendix 1. This table shows that the Maximum Project Cost equals the cash limited budget (on the condition that Alexandra Park School contributes £181,300 of its 2009/10 Devolved Formula Capital budget to the Final Maximum Project Budget) for this project and therefore has the necessary budget provision available for this approval to be made.
- 13.3 The level of client provisional sums represents 4.08% of the AMP sum. Agreement of final costs within the identified provisional sums plays a critical part in ensuring that the project can be managed within agreed budget levels. The Procurement Committee should therefore note the risk associated with settling the AMP contract incorporating client provisional sums in excess of 4% of the AMP sum. These sums are related to access and utilities, external works, works to remove contaminate spoil, fixtures and fittings and security. These will be carefully managed to ensure the project can be delivered within the available budget.
- 13.4 DCSF issued a revised promissory letter on Monday 24th November 08 confirming the BSF programme FBC had successfully been signed off, and the total grant funding payable to the council. As defined in the DCSF Funding Protocol, the date of this Promissory letter defines the moment of financial close for funding purposes. This was confirmed by the discussion and minute of the 21st October BSF Programme Board.

**14. Use of appendices /Tables and photographs**

- 14.1 Agreed Maximum Price Summary (16.1)
- 14.2 Provisional sum schedule (16.2)
- 14.3 Programme Milestones (16.3)
- 14.4 Construction awards to date (16.4)

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

- 15.1 The following documents were used in the compilation of this report:
- 15.2 The Council's Standing Orders
- 15.3 Appendix 1 of this report contains exempt information 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):
  - *Information relating to the financial or business affairs of any particular person (including the authority holding that information) (Ground 3).*

HARINGEY COUNCIL

EQUALITY IMPACT ASSESSMENT FORM



**Haringey** Council

**Service:** BSF

**Directorate:** Children & Young People's Service

**Title of Proposal:** BSF project – Alexandra Park School

**Lead Officer):** Simon Briddon (Project Manager)

**Names of other Officers involved:** Nick Kemp (Transformation Coordinator), & wide range of other agents and contractors acting for the council, including architects, cost consultants

**Step 1 - Identify the aims of the policy, service or function**

**State what effects the proposal is intended to achieve and who will benefit from it.**

**1.1 Project outline**

- ❖ Alexandra Park School (APS) is one of 12 schools in the BSF programme that has completed its pre-construction stage and is moving to the main stage of the Design and Build programme. Procurement Committee approval is now being sought to award the main works design and build contract for APS
- ❖ Following significant and sustained consultation the work will comprise;
  - New build training and 6<sup>th</sup> Form
  - Upgraded ICT infrastructure
  - Business studies facilities works
  - Creation of ASD / SEN Facilities.

**1.2 What effects the proposal is intended to achieve**

- ❖ The BSF works support CYPS and national goals, by improving (i) exam outcomes for students (ii) students' personal development & well-being (iii) facilities for community site users, (iv) specialist facilities
- ❖ The areas/functions of the site to be improved in line with this goal are: ICT provision for students and other site users; teaching and learning accommodation; social spaces for students and site users.
- ❖ Increased access to 14-19 diplomas and other specialist pathways both at the school and at other locations providing greater choice and diversity of provision for parents and students.
- ❖ Improved access to ICT will reduce the 'digital divide' for families with limited ICT access at home and enhance the learning activities for all students
- ❖ A managed learning environment will enable any parent to securely access information on their child, such as attendance, homework and progress

**Who will benefit?**

- ❖ The BSF programme has as its core aim to break the link between disadvantage and low achievement. The resource allocation for this school will help to redress this disadvantage, whilst ensuring the raising of attainment levels for all students. In particular by providing increased access to a wider curriculum, including 14-19 diplomas, improved personalised learning and greatly increase access to ICT.
- ❖ The BSF works at this school are intended to benefit the students & community site users
- ❖ The school's students are more economically disadvantaged than the national norm (24.8% FSM entitlement, compared to national average of 14.2%), & well over half (63.5%) from minority ethnic groups, compared to national average of 19.5%, reflecting the nature of the local community. Community site users, whether parents/carers, or other community groups, reflect a similar profile

**Step 2 - Consideration of available data, research and information**

You should gather all relevant quantitative and qualitative data that will help you assess whether at presently, there are differential outcomes for the different equalities target groups – diverse ethnic groups, women, men, older people, young people, disabled people, gay men, lesbians and transgender people and faith groups. Identify where there are gaps in data and say how you plug these gaps.

In order to establish whether a group is experiencing disproportionate effects, you should relate the data for each group to its population size. The 2001 Haringey Census data has an equalities profile of the borough and will help you to make comparisons against population sizes.  
[http://harinet.haringey.gov.uk/index/news\\_and\\_events/fact\\_file/statistics/census\\_statistics.htm](http://harinet.haringey.gov.uk/index/news_and_events/fact_file/statistics/census_statistics.htm)

**2 a) Using data from equalities monitoring, recent surveys, research, consultation etc. are there group(s) in the community who:**

- *are significantly under/over represented in the use of the service, when compared to their population size?*
- *have raised concerns about access to services or quality of services?*
- *appear to be receiving differential outcomes in comparison to other groups?*

**2a**

**Groups significantly under/over represented in use of the service, when compared to their population size**

- ❖ *Age:* the school serves the 11-18 age group; community users are of varied ages, with high representation of adults with school-age children (as they are parents of APS students), a high representation of younger students (weekend activity groups) & relatively low representation of older people, although wide use is made of sports facilities by adults out of school hours.
- ❖ *Gender - students:* in common with many mixed secondary schools, boys (53.5%) outnumber girls (46.5%). There is no significant gender pattern amongst community users
- ❖ *Race:* the school roll reflects local ethnicity patterns, with high (63.5%) representation of (national) minority ethnic groups, the largest categories of which are currently White, Any Other White background (16.3%), Black/ Black British – Caribbean (9.6) & Black/ Black British- African (8.4%), 31.2%% of students have a first language other than English, well above national average
- ❖ Similar patterns are discernable amongst community users, but there is no requirement for users to complete an ethnic monitoring return
- ❖ *Religion:* around 6% of students are Muslim; a similar pattern is present in community user profile (but there is no requirement on community users to declare their faith affiliations)
- ❖ *Disability:* the school has above the national average proportion of students with SEN (32.5% vs 19.9%). The BSF project will expand the school's capacity to admit & support students with ASD.
- ❖ *Sexual orientation:* the school does not hold data on student sexual orientation, unless confidentially divulged by individual students; similarly, the school does not hold such records on other users.

**Groups that have raised concerns about access to service/service quality**

- ❖ The log of parental queries shows that the school receives a level of queries below similar schools, reflecting the school's recognised success in achieving good progress for its students (as evidenced by OfSTED inspection reports, & Raise online see <http://www.cocentra.com/> )
- ❖ No concerns have been raised by community user groups about equalities access issues.

**Groups which appear to be receiving differential outcomes in comparison to other groups**

- ❖ Students in the equalities target groups, with some clearly identified exceptions (identified below) make educational progress better than national norms

- ❖ *Gender - students:* in line with national patterns, boys standards overall are below girls (typically reflecting lower prior attainment at Key Stage 2), but in terms of achievement (Key Stage 2-4 Contextual Value Added), both girls & boys achievement is above national norms
- ❖ *Race:* all ethnic group's achievement is in line with or above national, bar those of Bangladeshi origin (1.7%, ie 21 students across the whole school, with, accordingly a much lower number actually in the last GCSE cohort), Other Asian origin (2.9%, ie 36 students across whole school), & White & Asian mixed origin (2.1%, ie 26 students across whole school). These groups' achievement is very slightly (but not significantly in DCSF terms) below national.
- ❖ *Religion:* no significant patterns of underachievement
- ❖ *Disability:* students with SEN tend, as would be expected, to have standards below national and school norms, but SEN students' achievement is better than national

**2 b) What factors (barriers) might account for this under/over representation?**

- ❖ *Age:* relatively low representation of older people as site users is a function of current demand; the school continues to welcome proposals for adult education/community activities,
- ❖ *Gender:* over-representation of boys is a function of parental choice (Haringey has a girls school but no boys school – hence gender is skewed in many schools); boys' attainment at KS2 is not in the control of this school; given low prior attainment, boys are more at risk of inappropriate behaviour, thence exclusion, than the national norm
- ❖ *Race:* the lower attainment of particular groups on entry to the school has multiple causation, including: high levels of disadvantage; EAL; factors associated with prior schooling and low prior attainment; factors associated with refugee/asylum-seeker status. It is difficult to generalise about reasons for the underachievement of the (slightly) under-achieving ethnic groups, particularly as the actual numbers are low, & there is multiple causation. The school, however, has strong student tracking procedures, & is aware of & addressing the individual circumstances of weak progress for each individual concerned.
- ❖ *Religion:* no particular issues
- ❖ *Disability:* see 2a, above



**Step 3 - Assessment of Impact**

Using the information you have gathered and analysed in step 2, you should assess whether and how the proposal you are putting forward will affect existing barriers and what actions you will take to address any potential negative effects.

**3 a) How will your proposal affect existing barriers? (Please tick below as appropriate)**

	<b>Reduce barriers</b>	
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**Comment**

- ❖ Proposal will **reduce** barriers, by accelerating the already satisfactory or good rates of achievement for most target groups, the slightly depressed achievement for identified groups, & improving community ease of access, and making specific provision for students with ASD

**3 b) What specific actions are you proposing in order to respond to the existing barriers and imbalances you have identified in Step 2?**

- ❖ **Gender:** boys' achievement, thence attainment, will benefit from: improvements in teaching and learning provision (particularly an increase in applied and vocational provision at 14-19 level.). Specific provision has been made for students with short or medium behavioural difficulties to have a closer attention in a different environment within the school that gets them back on track and avoid exclusions.
- ❖ **Race:** achievement, thence attainment, for all minority ethnic groups will benefit from measures described in Gender section, above
- ❖ **Religion:** no particular issues
- ❖ **Disability.** The new works are fully compliant with DDA, statutory legislation and DCFS Building Bulletins. Learner achievement, personal development & well being will benefit from: social space; Students with SEN will also have achievement, thence attainment, raised by measures described in the gender section, above & the additional spaces created will facilitate the school in continuing to provide more personalised support for the growing School Action cohort to meet their needs in a more appropriate way. The BSF project includes additional funding for furniture, fittings & equipment to support students with ASD, which will enable the school to widen access & participation for this particular group
- ❖ Community users (particularly the elderly or less mobile) will benefit from better access to zoned areas of the school including ICT facilities.
- ❖ The design allows for flexibility of spaces and rooms, should the school's needs change with time

**3 c) If there are barriers that cannot be removed, what groups will be most affected and what Positive Actions are you proposing in order to reduce the adverse impact on those groups?**

- ❖ The BSF project cannot in itself widen provision for community users, such as the under-represented older citizens. Revenue funding (which BSF cannot provide) to sustain this provision is the key challenge. This is being addressed through the newly appointed extended services team and some measures within the schools specialist community plan

- ❖ Underachievement by identified ethnic groups (above) will be addressed by measures including:  
; additional training for staff on effective Assessment for Learning; closer working partnerships with parents/carers, in particular specific target groups; use of MEAP and BPAP programmes including Coaching for Success led by teachers with specific responsibilities; use of progress tracking data, on a case-by-case basis, working with students, teachers, parents/carers on individualised strategies to accelerate progress
- ❖ Whilst there is no underachievement by SEN students, their standards achieved will benefit from measures identified in the previous paragraph, &, additionally, remapping of SEN provision with more responsibility taken by Learning Support teachers and the appointment of Higher Level Teaching Assistants. Specialist support and facilities will be available for students with Asperger's Syndrome (ASD), augmented by BSF-related funding for furniture, fittings & equipment.

#### Step 4 - Consult on the proposal

Consultation is an essential part of impact assessment. If there has been recent consultation which has highlighted the issues you have identified in Steps 2 and 3, use it to inform your assessment. If there has been no consultation relating to the issues, then you may have to carry out consultation to assist your assessment.

Make sure you reach all those who are likely to be affected by the proposal, ensuring that you cover all the equalities strands. Do not forget to give feedback to the people you have consulted, stating how you have responded to the issues and concerns they have raised.

#### 4 a) Who have you consulted on your proposal and what were the main issues and concerns from the consultation?

- ❖ The whole BSF project for this school has been driven by the major consultation point at the **beginning** of the project (2<sup>nd</sup> row of table, below), where governors (including representatives of community & parents) produced a School Vision document, detailing what they wished the project to comprise
- ❖ This document has driven the project, with governors & Partnership for Schools carefully monitoring the emerging design, to ensure the users' aspirations were met
- ❖ Any design proposal from architects or ICT consultants that were not in accordance with the vision document was challenged by the school &/or BSF team, unless it was an affordable **enhancement** to what consultees prioritised in their vision statement
- ❖ As the governors' vision drove the project, there were relatively few concerns raised by subsequent consultations, & those that were tended to be of a technical nature

Group /Body consulted	Focus of consultation	Frequency & timing of consultation	Concerns/Issues raised by consultees	Overall message from consultees
School governing body (including parents, community representatives & Head)	School's vision for improvements in provision funded by BSF	Governors submitted detailed written proposals, specifying what they wanted the project to deliver in terms of improved student & community outcomes, & gave a clear steer on design & ICT features they saw as priorities	Not applicable	Governors made clear that their main goal was to raise achievement for all sections of school community
	Design Quality Indicator workshop attended by governors, staff, parents and students	Reviewing priorities, & match of priorities to emerging design		Consultees content with project
	Initial design proposals (Stage B)	Briefing prior to Stage B signoff, then formal signoff of proposals		Governors agreed proposals
	Stage C design proposals	As above		Signed off proposals
	Stage D design proposals	As above		Signed off proposals
	Final detailed proposals for works – "Employers Requirements"	Detailed information on all aspects of proposals provided	None	Proposals agreed

	Seeking confirmation that governing body was satisfied with the consultation process, and that the design is in line with the governors views expressed in their vision document (see above)	Prior to Final Business Case	None	Formal confirmation agreed from governing body, that they are satisfied with process and outcome
Head teacher	Head teacher involved at all stages in governing body consultation process – see above			
	Detailed consultation throughout all stages described in governing body section	Weekly meetings with project officers, architects, ICT consultants, FF&E consultants, plus regular telephone & email discussion	Wide range of issues covered during duration of project, all resolved	Head happy with process and outcome
Staff	Consultation on detail of: room adjacencies; room layouts; ICT specifications; FF&E	Programme of workshops & group/individual meetings' participation in DQI workshop	Wide range of issues covered; concerns all resolved	Staff felt consulted on detail of design, & had no outstanding issues
Students	Consultation on range of aspects of project including Joined Up Design project run by the Sorrell Foundation	Input into governors' vision document; in-house discussion throughout process; DQI workshops; drop-in surgeries with architects	Wide range of issues covered, & student views fed into design process	As above
Parents	As above	Involvement through: input into governors' vision document via parent governors; parent governor representation throughout process; drop-in sessions with architects	Wide range of issues covered. All significant concerns addressed, but parents aware that not all aspirations were deliverable, given limited budget	
Community Users & general public	As above	User involvement: consultation on input into vision document; discussions with user groups, talking to school business manager, & fed into design process; drop-in sessions with architects.	As above & logistical concerns regarding the impact of the actual works on the local community – ongoing consultation to	

		Planning consultation process via standard procedures	address this	
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**4 b) How, in your proposal have you responded to the issues and concerns from consultation?**

- ❖ There has been an intensive consultation process, over several years, with detailed records kept of all changes to design, all of which have been subject to scrutiny by Partnerships for Schools, the BSF board (with elected members represented), and the governing body
- ❖ At all design stages and major decision-making points, there has been formal consultation
- ❖ During the consultation process the environmental conditions were a key concern of the school. Throughout the design stage these have been discussed and resolved. Although these were included within the original brief the project team has focussed on at the health and well being of the user groups to ensure appropriate ventilation, acoustics and lighting is provided.
- ❖ It is impractical to summarise the vast numbers of ongoing modifications to the design over the past 3 years, but the key issues raised & resolved are as below;
- ❖ Logistical concerns will be addressed by restricting delivery times in conjunction with detailed coordination of larger deliveries and on going consultation with residents during technical \ large load deliveries to minimise disruption.

**4 c) How have you informed the public and the people you consulted about the results of the consultation and what actions you are proposing in order to address the concerns raised?**

- ❖ Feedback provided to major constituencies through: Project Manager written & oral feedback to Head teacher; written & oral reports to governors by Head &/or Project Manager; school newsletter feedback to parents, students, community users; drop-in sessions; additional feedback to students via school assemblies, Transformation Manager has given updates to staff, parents and students at Parent's Evenings, PSA meetings, Academic Review days and assemblies

### Step 5 - Addressing Training

The issues you have identified during the assessment and consultation may be new to you or your staff, which means you will need to raise awareness of them among your staff, which may even training. You should identify those issues and plan how and when you will raise them with your staff.

**Do you envisage the need to train staff or raise awareness of the issues arising from any aspects of your proposal and as a result of the impact assessment, and if so, what plans have you made?**

- ❖ Alexandra Park is judged' by the national regulating body (OfSTED) as "...a Good school with Outstanding features..."
- ❖ Part of the requirements for a Good school are that it has good self-review systems, & is actively training its staff to improve quality & equality. The issues identified in this impact assessment draw heavily from the schools self-review, & there is clear evidence (verified by the School Improvement Partner) that the issues identified in this EIA are on the school's training agenda. These include training on: assessment for learning focused through its specialist school methodologies; curricular

target-setting & progress tracking of student performance; effective use of ICT, provision for students without access to home facilities; teaching bilingual learners; strategies to raise achievement of target groups; individual performance management plans, containing customised CPD/training plans for over 100 staff

## Step 6 – Monitoring Arrangements

If the proposal is adopted there is a legal duty to monitor and publish its actual effects on people. Monitoring should cover all the six equality strands. The purpose of equalities monitoring is to see how the policy is working in practice and to identify if and where it is producing disproportionate adverse effects and to take steps to address the effects. You should use the Council's equal opportunities monitoring form which can be downloaded from Harinet. Generally, equalities monitoring data should be gathered, analysed and report quarterly, in the first instance to your DMT and then to the Equalities Team.

*What arrangements do you have or will put in place to monitor, report, publish and disseminate information on how your proposal is working and whether or not it is producing the intended equalities outcomes?*

- *Who will be responsible for monitoring?*
- *What indicators and targets will be used to monitor and evaluate the effectiveness of the policy/service/function and its equalities impact?*
- *Are there monitoring procedures already in place which will generate this information?*
- *Where will this information be reported and how often?*

The following monitoring arrangements are in place in respect of equalities issues in respect of provision & outcomes for all EIA target groups, & provision for user groups:

- ❖ Annual:
  - school outcomes & provision reviewed by school, logged in school Self-Evaluation framework (SEF), then scrutinised by School Improvement Partner (SIP); outcomes reported to governing body & LA SIP coordinator, feeding into CYPS review
  - review of outcomes by Haringey School Improvement officers, & intervention if significant negative trends identified
- ❖ Every 2-3 years: OfSTED inspection reviews & judges quality of all aspects of school, including equalities issues; outcomes published nationally
- ❖ Annual review of Specialist Schools Plan targets with particular reference to community outcomes
- ❖ One year after BSF works completion: review of impact by independent DQI assessor; outcome fed to BSF Board, which has elected member representation.
- ❖ The implementation of the School's Equality Scheme (SES) will allow the school to monitor issues in relation to race, gender, age, disability, religion and sexual orientation. The SES will also identify the key Equality Impact Assessments that the school proposes to undertake and will link in with the key issues raised in the BSF programme.

**Step 7 - Summarise impacts identified**

In the table below, summarise for each diversity strand the impacts you have identified in your assessment

Age	Disability	Ethnicity	Gender	Religion or Belief	Sexual Orientation
This proposal will have NO adverse impacts on any of groups identified					
	<ul style="list-style-type: none"> <li>- Improved SEN student achievement, through:                             <ul style="list-style-type: none"> <li>- Improved access to in school (new build elements)</li> <li>- Reduced exclusion risk, via new BESD facility</li> <li>- Additional facilities for students with ASD (FF&amp;E details currently being determined through consultation with the authority's experts on ASD provision)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>- Improved achievement for under-achieving ethnic groups, by means other than BSF (see detail in document)</li> <li>- Improved achievement by all minority ethnic groups (most achieving well), by virtue of over half of students being from these groups, therefore benefiting from project</li> </ul>	<ul style="list-style-type: none"> <li>- Both male &amp; female students achieve well at this school. All will benefit, however, from this project</li> </ul>	<ul style="list-style-type: none"> <li>- No discrete underachievement is currently existing for Muslim students or site users</li> <li>- All students will benefit from this project</li> </ul>	<ul style="list-style-type: none"> <li>- Whilst sexual orientation is not logged by schools, students of all orientations will benefit from the project</li> </ul>



**Step 8 - Summarise the actions to be implemented**

Please list below any recommendations for action that you plan to take as a result of this impact assessment.

Issue	Action required	Lead person	Timescale	Resource implications
The guidance note says that "Summarise the actions that are recommended against each of the risks/potential adverse effects on each of the groups covered in the assessment. This should be used to develop an action plan to implement the improvements needed to address the adverse effects that have been identified".				
As Step 8, & the main body of this document demonstrates in detail, the project creates no adverse effects				
Gender Boy' achievement	New study rooms and new independent study facilities, together with improved circulation	School/PM	12 months	School to review
Improved disabled access/facilities to the school	Disabled access to new areas and allowing school to reorganise facilities	School/PM	12 months	School to review

Step 9 - Publication and sign off

*There is a legal duty to publish the results of impact assessments. The reason is not simply to comply with the law but also to make the whole process and its outcome transparent and have a wider community ownership. You should summarise the results of the assessment and intended actions and publish them. You should consider in what formats you will publish in order to ensure that you reach all sections of the community.*

*When and where do you intend to publish the results of your assessment, and in what formats?*

The results of the assessment intend to be published on the Haringey website, under the Building Schools for Future.

Assessed by (Author of the proposal):

Name: Simon Briddon

Designation: Project Manager

Signature: 

Date: 14<sup>th</sup> April 2009

Quality checked by (Equality Team):

Name: Bethan Williams

Designation: Equalities Project Officer

Signature: 

Date: 15 April 2009

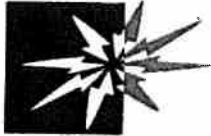
Sign off by Directorate Management Team:

Name: P. Lewis

Designation: DCS

Signature: 

Date: 20<sup>th</sup> April 2009



Haringey Council

Agenda item: Leave this space blank for Committee Secretariat support staff to complete

[No.]

[Name of Meeting]

On [Date]

Report Title: Highgate Children's Centre

Report authorised by: Peter Lewis



Director of The Children and Young People's Service

Contact Officer : David Lee (Project Manager), tel. Extension 4960, email david.lee@haringey.gov.uk

Wards(s) affected: Highgate

Report for: Key Decision

**1. Purpose of the report (That is, the decision required)**

- 1.1 This report seeks Member approval to award the construction contract to undertake alterations and refurbishment to Highgate Primary School to facilitate the provision of a Children's Centre.

**2. Introduction by Cabinet Member (if necessary)**

- 2.1 I am happy to recommend acceptance of the proposal to award the construction contract as set out in this report.
- 2.2 The provision of a Children's Centre in this area will be of great benefit to local families, particularly low income households.
- 2.3 I am particularly pleased that the works provide an opportunity to ensure the Centre is fully DDA compliant.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

***Making Haringey one of London's greenest boroughs***

3.1 Highgate Children's Centre contains a number of initiatives to meet the greenest borough strategy, including: -

- Low energy lighting
- Dual flush toilets
- Natural vents and lights
- Cycle racks
- Percussion taps

An analysis of the energy efficiency of the building based on the British Research Establishment Environmental Assessment Method (BREEAM) has not been undertaken due to the size of building and value of construction although best practise has been incorporated into the design to reflect a low carbon strategy.

***Creating a Better Haringey: cleaner, greener and safer***

3.2 An existing building is being used to provide the necessary accommodation for Children's Centre services which will reduce the environmental impact of construction. Additional security is also being introduced into the building including new door entry systems and full disabled access.

***Encouraging lifetime well-being, at home, work, play and learning and Promoting independent living while supporting adults and children***

3.3 This scheme supports the Children's Centre initiative which sets out to provide service hubs where children under five years old and their families can receive seamless integrated services and information including the following: -

- Integrated early education and childcare
- Support for parents - including advice on parenting, local childcare options and access to specialist services for families.
- Child and family health services - ranging from health screening, health visitor services to breast-feeding support.
- Helping parents into work - with links to the local Jobcentre Plus and training.

***Delivering excellent, customer focused, cost effective services.***

3.4 Meeting this priority will be achieved by the following: -

- Predominately the services being delivered from the Children's Centre will be free at the point of use.
- The construction form was considered the most cost effective and efficient method of providing suitable space to deliver the services defined in 3.3 above.

***Council Strategies***

3.5 The method of construction and manner in which the building will be used on completion has been developed being fully cognisant of the following strategies: -

- Community Strategy
- Unitary Development Plan
- Council Plan
- Wellbeing Strategic Framework
- Children and Young Peoples Plan
- Safer for all ( Safer Communities Plan)
- Homelessness strategy
- Regeneration strategy
- Greenest Borough Strategy
- Financial Planning strategy

#### ***Resources***

##### **Value for Money**

3.6 The Haringey Construction related design framework has been used for the procurement of the design team following an extensive tendering exercise completed by the Construction Procurement Group.

3.7 A fully detailed set of contract documents have been developed and the recommended contractor was identified following a robust tender exercise of eight contractors from the Haringey framework of construction contractors.

#### ***Property Assets***

##### **Sustainability Implications**

3.8 The site enjoys ease of access to good public transport links with bus and access to tube links via Highgate Underground.

3.9 Delivering sustainable design solutions and managing and minimising waste have been significant factors in the selection criteria for choosing the contractor. During the design and construction process materials have been assessed with regards to source, waste, energy, recyclability and use of standard component sizes to minimise waste. This has led to the use of light-weight construction materials including glue-laminated timber beams which will minimise transport cost, production and disturbance to local residents in delivery larger scale components.

3.10 Waste management solutions will be further developed with the contractor and implemented through Key Performance Indicators where feasible.

3.11 Heating controls will include localised control to each emitter.

3.12 Sanitary appliances will be water efficient low flush WC's and aerator

spray taps.

- 3.13 The internal areas will be naturally ventilated via openable windows including the use of a North light to allow natural daylight yet prevent solar gain.
- 3.14 Energy saving electric lighting will be provided throughout the Centre including the use of low energy light sources.
- 3.15 Rooms will include reflective and absorbing finishes to optimise reverberation times and speech intelligibility.
- 3.16 The contractor will be able to arrange educational visits so that children can understand more about the construction process.
- 3.17 The construction will meet the thermal performance requirements of the Building Regulations, Part L.
- 3.18 A life cycle cost analysis has been undertaken to identify the capital and running costs of the scheme submitted by the Cost Consultant's Frankham Consultancy Group.

***Risk management***

- 3.19 A full risk analysis has been undertaken that identifies the likelihood of risks occurring, the implication of those risks and the mitigation measures in place to deal with each. This has been captured in a risk register which is updated on a monthly basis.
- 3.20 Mitigation factors include extensive site investigations and the use of a robust project management methodology that is used to deliver the project. This is supported by an appropriate contingency sum to deal with unforeseen events.

**4. Recommendations**

- 4.1 That Members agree to award the contract to the proposed contractor for the fixed price sum and construction period detailed in Appendix A.

**5. Reason for recommendation(s)**

- 5.1 The tender submission from the contractor is considered to represent best value for the Council.

**6. Other options considered**

- 6.1 To appoint a contractor using the call-off procedure which entails an open-book approach based on sub-contract packages and an agreed % for overhead and

profit - Rejected due to concerns over value for money.

## 7 Summary

- 7.1 Sure Start has launched Phase III of the Children's Centres Initiative and Haringey Council Children and Young People Service has identified Highgate primary School as one of the recipients to receive funding for the development of a Children's Centre. Funding for this scheme has now been approved with the condition that (with the exception of retentions), total project cost is expedited by the end of March 2010. Please refer to Cabinet Committee report dated 26<sup>th</sup> January 2009.
- 7.2 The Children's Centre concept was promoted in a report by the Government's Inter Departmental Childcare Review published in November 2002. The review found that an integrated approach which ensures the joining up of services and disciplines such as education, care, family support and health is a key factor in determining good outcomes for children.
- 7.3 The principle of a Children's Centre is to serve children and families in disadvantaged communities and to provide integrated care and education for young children, health services and family support, and provide a base for child minders. This integrated approach by Children's Centres will provide holistic support for children's development, support to families with young children and will facilitate the return to work of those parents currently unemployed.
- 7.4 It is recognised that the development of this centre will act as a hub for excellence in delivering this integrated approach within the local area and will assist in raising standards through improving the built environment of the school itself.
- 7.5 This report presents a proposal to implement these works within Phase 3 of the Children Centres Initiative to accommodate the following: -
- Up to 20 adults, 15 children and 8 staff members at any one time.
  - Parenting Programmes
  - Small – medium sized group meetings (5-15 per time)
  - Group training sessions – (10-12 per session)
  - Family learning sessions
  - One to One counselling and support
  - Health Visitor counselling
- 7.6 Community based activities are currently provided within a concrete framed building on the school site known as the Sumner Centre and it is the extension and refurbishment of this building that forms the basis of this proposal.

## 8 Chief Financial Officer Comments

- 8.1 The total cost of this project is £495k. The full cost is being funded from the Children's Centre Phase 3 programme funded by Sure Start. The Director of

Finance confirms that the project is included in the approved capital programme for 2009/10 and that the source of funds has been confirmed.

**9 Head of Legal Services Comments**

- 9.1 The Framework Agreement for Major Works was tendered in Europe in compliance with the Public Contracts Regulations 2006. A mini competition was held for the Highgate Children's Centre Contract whereby 9 contractors were asked to tender for the work. This is in accordance with EU legislation.
- 9.2 The value of the proposed contract exceeds £250,000 and the award therefore requires approval from the Procurement Committee in accordance with CSO 11.03.
- 9.3 The Head of Legal Services confirms that there are no legal reasons preventing members from approving the recommendations under clause 3 of this report.

**10 Head of Procurement Comments**

- 10.1 The selection of the contractors to compete using mini competition has been carried out in accordance with the Major Works Framework Agreements for contractors.
- 10.2 The mini competition was undertaken with those contractors who are suitable to carry out the works based on lowest price in accordance with standing order 11.01.
- 10.3 Whole Life Costs have been considered for this scheme
- 10.4 The Head of Procurement therefore states that the recommendations in this report will result in overall best value for the Council.

**11 Equalities and Community Cohesion Comments**

- 11.1 The design includes alterations to the existing entrance including automated door entry, space and ergonomic alterations to ensure full compliance of the Disability and Discrimination Act.
- 11.2 The design team is aware that part M of the building regulations does not cover some essential access requirements for deaf people e.g. fire alarms. Amendments have been made to the contract documents that will capture this requirement to ensure full compliance with the new code of practice for the DDA published by the DRC in May 2000. This includes a definition of how the Disability Discrimination Act and Building Regulations are now more formally linked.
- 11.3 The overall scheme is also designed to ensure the Authority complies with statutory requirements in relation to the Building Regulations Part M 2004 "Access to and Use of Buildings", and the Disability Discrimination Act 2005. This includes accessibility for wheelchair users by means of level access, 900mm clear door



openings and accessible toilet. External ramps will be installed with a slip preventing tarmac.

11.4 The recommended contractor is a local company that have demonstrated a commitment to employing from the local populace which enhances sustainability for the project as a whole.

## 12 Consultation

12.1 Extensive consultation has been carried out with the end users in arriving at the agreed layout. A working party has been established consisting of members of the School's Board of Governors, parents, teachers and the design and procurement team.

12.2 An open consultation event has been undertaken in January which detailed the benefits of a Children's Centre to the school and local community and explain the programme and implications of work to the delivery of the curriculum.

12.3 A further consultation event is planned on appointment of the contractor to explain in detail the programme and identify the health and safety issues that will be addressed as part of the works.

## 13 Service Financial Comments

13.1 As stated in 8.1 above

## 14 Use of appendices /Tables and photographs

14.1 Appendix A - Exempt Financial Information

## 15 Local Government (Access to Information) Act 1985

15.1 List of background documents:

- ❖ Cost report prepared by the cost consultant.
- ❖ Framework Agreement for major Works, January 2006 (Project banding £250,000 - £999,999)

15.2 This report contains exempt and non-exempt information. Exempt information is under the following category (identified in amended Schedule 12A of the Local Government Act 1972). S.(3) Information relating to financial or business affairs of any particular person (including the authority holding that information). Exempt information is, however, held in an Appendix to this report (Appendix A).

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