

Item No.	Classification: Open	Date: 28 July 2022	Meeting Name: Strategic Director of Housing and Modernisation
Report title:		Gateway 2 - Contract Award Approval Enabling works and demolition for Phase 1 of the Tustin Estate Low Rise Redevelopment Programme	
Ward(s) or groups affected:		Old Kent Road	
From:		Strategic Lead Southwark Construction	

RECOMMENDATION(S)

That the Managing Director of Southwark Construction, under the Strategic Director of Housing and Modernisation's delegated authority:

1. Approves the award of a contract to BY Development Ltd (trading as Linkcity) for enabling works and demolition for Phase 1 of the Tustin Estate Low Rise Redevelopment Programme in advance of entry into a Development Agreement for the estimated sum of £4.56m commencing on 29 July 2022 for an estimated period of three months.
2. Notes that the above estimated sum includes a contingency sum in case of cost increases due to current market conditions, as set out in the closed report.
3. Notes that the council intends to enter into a Development Agreement with BY Development Ltd (trading as Linkcity), subject to cabinet approval of a separate Gateway 2 report.

BACKGROUND INFORMATION

4. The Tustin Estate Low Rise Redevelopment Programme is the outcome of a resident-led investment decision into low-rise homes on the Tustin Estate following a feasibility process between 2019 and 2021 and a resident ballot in March 2021.
5. The programme comprises:
 - Demolition of 251 homes (200 council rented and 51 leasehold).
 - Construction of an estimated total of 690 homes including 200 replacement council homes, 243 additional affordable homes including council homes and keyworker homes, 27 shared equity homes and 220 homes for private sale.
 - Refurbishment of 18 council homes in Manor Grove.
 - Development of a new park in the centre of the estate.

- Demolition and replacement of Pilgrims' Way School.
 - Construction of new commercial spaces.
6. The new council homes included within the programme are being delivered as part of the council's commitment to build 11,000 new council homes by 2043.
 7. The programme will be delivered in four phases. Phase 1 will deliver 167 replacement council homes for existing council tenants and resident leaseholders with construction starting in late September 2022 and expected to complete in early 2025. Later phases will deliver additional council homes, keyworker homes and private sale homes, as well as the replacement primary school and new commercial spaces. Completion of the whole scheme is currently programmed for summer 2030.
 8. A planning application was submitted in March 2022, requesting detailed consent for Phase 1 and outline consent for Phase, 2, 3 and 4. Determination is expected following the meeting of the Planning Committee on 19 July 2022.
 9. The scheme has been allocated Greater London Authority (GLA) grant funding which is subject to the construction works starting by the end of September 2022.
 10. Cabinet agreed the procurement strategy for a delivery partner for the Tustin Estate Low Rise Programme in July 2021, approving the use of a two-stage procurement process using the Pagabo framework. The two-stage process comprises of a Pre-Construction Services Agreement (PCSA) to deliver pre-construction services at stage one, followed by a Development Agreement for the delivery of the scheme including the construction works at stage two. The council has the option to enter into the Development Agreement subject to successful completion of the scope of the PCSA including achieving financial close.
 11. The PCSA was awarded to BY Development (trading as Linkcity) which is the development arm of construction firm Bouygues UK. The works will be delivered by Bouygues UK. BY Development are performing well. There have been no delays or overspend.
 12. As part of the scope of the PCSA, Bouygues will obtain prices for work packages from suppliers and sub-contractors on an open book basis. External suppliers and specialist sub-contractors are required due to the range of different works required including demolition.
 13. The council's appointed Quantity Surveyor will review and approve these costs. The open book process is currently ongoing and a final price resulting in financial close is expected to be obtained by the end of August 2022.

14. In order to meet the target start on site date for GLA funding, the enabling works and demolition are now required to be brought forward in advance of formal entry into the Development Agreement.

Procurement project plan (Key Decision)

15.

Activity	Completed by/Complete by:
Forward Plan for Gateway 2 decision	16/05/2022
Briefed relevant cabinet member (over £100k)	20/04/2022
Approval of Gateway 1: Procurement Strategy Report	13/07/2021
Invitation to tender	06/08/2021
Closing date for return of tenders	17/09/2021
Completion of evaluation of tenders	11/10/2021
DCRB Review: Gateway 2	27/06/2022
CCRB Review: Gateway 2	07/07/2022
Lead Member Briefing	11/07/2022
Urgent implementation route approved	21/07/2022
Approval of Gateway 2: Contract Award Report	27/07/2022
Contract award	27/07/2022
Add to Contract Register	05/08/2022
Contract start	29/07/2022
Publication of award notice on Contracts Finder	08/08/2022
Contract completion date	30/09/2022

16. The urgent implementation route has been approved to immediately implement the recommendations of this report. As the decision cannot be taken until the deadline for call-in on the Cabinet decision on the budget approval has passed on 26 July. This Gateway 2 decision is required to be taken on 27 July and implemented immediately in order to remain on programme to meet the start on site requirement for GLA funding. Delaying the implementation of this decision will cause a delay to the programme and create a risk to securing grant funding.

KEY ISSUES FOR CONSIDERATION

Description of procurement outcomes

17. The award of this contract will facilitate contract mobilisation to enable the construction works in Phase 1 to begin in line with the target start on site date required for GLA grant funding.
18. The enabling works and demolition form part of the scope of the Development Agreement. As financial close is now expected to be achieved in August 2022, these works are required to be brought forward to meet the target start on site date and prevent delays to the overall construction programme.
19. The works to be delivered through the enabling works and demolition contract include:
 - Hoarding of the site of Building G1 (in front of Heversham House) and Buildings D1 and D2 (in between Manor Grove houses).
 - Site set up.
 - Utility diversion and disconnections.
 - Asbestos surveys & removal from Hillbeck Close, Ullswater House and the garages at Manor Grove.
 - Demolition of Hillbeck Close and Ullswater House.
 - Stage 4 piling design.
20. Demolition on site is anticipated to start at the end of September after the Development Agreement is place but it is included in this enabling works contract to ensure that the necessary mobilisation of the demolition sub-contractor can be completed on programme.
21. The works will take place on the Tustin Estate across three sites: Building C (Hillbeck Close and Ullswater House), Buildings D1 and D2 (Car park & garages at Manor Grove), Building G1 (in front of Heversham House on Ilderton Road).
22. As set out by the procurement route, Linkcity will contract Bouygues to deliver the works. The works will be delivered by a combination of Bouygues and specialist sub-contractors.
23. Prices for the work packages have been obtained from sub-contractors on an open book basis. Through this process, suppliers provide a price for the works/services and the margin that can be added. This ensures that a competitive price is obtained.
24. This enabling works and demolition contract will be subsumed into the main construction works contract once the Development Agreement is entered into.
25. Further details of the contract provisions are set out in the closed report.

Key/Non Key decisions

26. This report deals with a key decision.

Policy implications

27. Delivering the works outlined above is a critical step towards delivering the redevelopment voted for by a majority of eligible residents in the resident ballot in March 2021.
28. The programme is aligned with 2020-22 Borough Plan commitments to deliver 11,000 new council homes by 2043.
29. The Fairer Future Procurement Framework commitments are applied to this procurement.

Tender process

30. The tender process involved a two-stage procurement using the Pagabo framework as detailed in paragraph nine of this report. The scope of the PCSA includes obtaining prices for work packages from sub-contractors or supplies on an open book basis. Linkcity's PCSA tender contained pricing of the initial second stage submission which included pricing of the enabling and demolition works.

Tender evaluation

31. Details of the tender evaluation are set out in paragraphs 23 – 36 of the open Gateway 2 report (Appendix 1) with further information in the closed Gateway 2 report for the PCSA.

Plans for the transition from the old to the new contract

32. Not applicable

Plans for monitoring and management of the contract

33. The council's contract register publishes the details of all contracts over £5,000 in value to meet the obligations of the Local Government Transparency Code. The Report Author must ensure that all appropriate details of this procurement are added to the contract register via the eProcurement System.
34. The contract will be monitored and managed by the Senior Project Manager (Southwark Construction), supported by Pulse Consult who have been appointed by the council to provide additional construction project management support.
35. The Project Manager will ensure that process are in place to manage and monitor the contract including compliance with contract, performance against KPIs and programme and cost.

36. An annual performance report will be prepared in line with the council's Contract Standing Orders.

Identified risks for the new contract

37.

No.	Identified Risk	Likelihood	Risk Control
1	<p>As the council is not yet in contract with the developer for the delivery of the main construction works (through a Development Agreement), the enabling works contract will be let at risk.</p> <p>If the council is not able to negotiate a satisfactory Development Agreement with the delivery partner, the main construction works will not be able to go ahead as planned or within the anticipated timescales, risking GLA funding.</p>	Medium	<p>A template Development Agreement was included within the framework terms so the key legal and commercial terms of the agreement are understood. Quality submissions provided plans for the Development Agreement stage and the council therefore has a level of confidence that it is possible for a satisfactory Development Agreement to be negotiated. The council has assembled an experienced team to negotiate a Development Agreement and negotiations are now at an advanced stage.</p> <p>As the council has directly appointed a design team to develop designs up to planning submission, the council will retain the Intellectual Property for design. This enables the council to progress design outside of a Development Agreement if required and alternative procurement options could be explored.</p>
2	<p>If the Development Agreement is not agreed, there will be abortive costs.</p>	Medium	<p>If the Development Agreement is not agreed, the demolition and enabling works will be abortive costs. However, these works will be required for any estate rebuilding project even if agreement is not reached with Linkcity. Other abortive costs related to the project such as design, leasehold acquisitions and tenant moving costs would also be required to progress the estate rebuilding project.</p> <p>Wherever possible, costs will be deferred until entry into the Development Agreement as long as this does not cause any delays to the programme.</p>

3	Costs of enabling works and demolition increase due to rising inflation and current construction market pressures	Medium	<p>Given current market conditions, the council anticipates that costs of the works may increase. A 10% contingency has been added to the estimated contract value which will be held client side in case of cost increases.</p> <p>Through the Pagabo framework, there are a number of safeguards to control costs for the delivery phase and ensure best value. These include:</p> <ul style="list-style-type: none"> • The developer is required to obtain three quotes for each supply chain element. • Overhead and profit margins are provided as part of the tender and cannot be exceeded at a later stage. <p>Additionally, the council's appointed Quantity Surveyor will witness the supply chain quotes and verify the value for money.</p>
4	Vacant possession of Phase 1 buildings is delayed, causing a delay to demolition	Medium	<p>Ullswater House is already vacant and secured.</p> <p>There are 27 council properties in Hillbeck Close, of which twelve are currently void. Nine new homes will become available in July in the Towers for which Hillbeck residents have priority status.</p> <p>Sales have been agreed with all five leaseholders in Phase 1 and are being progressed by the council's legal team.</p> <p>Progress on rehousing and leasehold acquisitions is being monitored closely by the Senior Project Manager.</p> <p>The construction programme is being reviewed to consider options to start on</p>

			other sites within Phase 1 if vacant possession is delayed.
5	Enabling works take longer than anticipated, causing a delay in the start of the main works	Medium	Performance against programme will be closely monitored and risks actively mitigated.
6	Service provider becomes insolvent or no longer has the capacity to deliver scheme	Low	Robust financial assessments have been undertaken by Pagabo for framework appointment including independent financial and credit checks. Pagabo also tracks each developer's finances on a daily basis through a credit report service which is reported to the council. The contract will include guarantees.
7	Procurement challenge linked to award of enabling works contract before the Development Agreement is agreed	Low	The procurement has been conducted in accordance with the Pagabo framework terms and the Public Contracts Regulations 2015. The Gateway 1 report sets out that in line with the two stage procurement process, the council has the option to award the Development Agreement to Linkcity, subject to internal governance approval. The Gateway 1 report sets out that the Development Agreement will include all works to deliver the scheme. The council's external lawyers have advised that the enabling and demolition works which were initially priced at as part of the stage 1 tender submission can therefore be brought forward without requiring a further procurement process.
8	Interruptions to work programme due to COVID-19	Low	The risk of new lockdowns is considered low and unlikely to cause significant disruption to delivery of the works. The project manager will monitor any likely delays caused by staff shortages.

9	Interruptions to work programme due to supply chain delays caused by Brexit	Low	While the enabling works and demolition do not require large amounts of materials, compared to construction works, the impact of any supply chain delays due to Brexit will closely monitored and alternative options pursued wherever possible to reduce interruptions
10	Interruptions to work programme due to supply chain delays caused by war in Ukraine	Medium	While the enabling works and demolition do not require large amounts of materials, compared to construction works, the impact of any supply chain delays due to war in Ukraine will closely monitored and alternative options pursued wherever possible to reduce interruptions

Other considerations (For Housing Department works contracts only)

38. Not applicable.

Community, equalities (including socio-economic) and health impacts

Community impact statement

39. Residents voted in favour of the redevelopment programme in a residents' ballot in March 2021. The scheme has been progressed in line with the council's Landlord Offer commitments and with the Tustin Resident Manifesto.
40. Delivery of the enabling works and demolition is a crucial step towards meeting the council's commitment to the result of the ballot in which residents voted in favour of redevelopment. This will help to deliver high quality replacement council homes, additional homes and community facilities.
41. Resident representatives participated in the selection of the developer including scoring and interviewing.
42. Since being appointed in November 2021, the developer has attended monthly Resident Project Group meetings and has taken part in estate 'walkarounds' to better understand residents' needs and concerns about construction. The council will ensure that the developer continues to consult extensively with residents on site management through the established resident consultation structure including the monthly Resident Project Group meeting, the monthly Tustin Community Association meeting, regular drop-in sessions, the Tustin newsletter and noticeboard boards.

Residents may experience some disruption during the enabling works. These impacts will be mitigated as far as possible by working closely with residents and ensuring effective communication.

Equalities (including socio-economic) impact statement

43. Section 149 of the Equality Act, lays out the Public Sector Equality Duty which requires public bodies to consider all individuals when carrying out their day-to-day work in shaping policy, in delivering services and in relation to their own employees. It requires public bodies to have due regard to the need to eliminate discrimination, advance equality of opportunity, and foster good relations between different people when carrying out their activities. The council's Approach to Equality commits the council to ensuring that equality is an integral part of all activities.
44. The Tustin Estate Low Rise Redevelopment Programme has been developed in line with the council's Southwark Stands Together (SST) programme, a borough wide initiative in response to the injustice and racism experienced by Black, Asian and minority ethnic communities and to the inequalities exposed by COVID-19 pandemic.
45. A full Equalities and Health Impact Assessment (EHIA) was completed in December 2020. This was updated in March 2022 on the basis of the planning application (Appendix 2).
46. The EHIA found that the majority vote in the residents ballot in combination with the scheme's potential to provide improved living conditions, housing quality, accessibility, public realm and community facilities presents a compelling case that the redevelopment is in the public interest. The EHIA sets out the potential risks and how the council has sought to mitigate these risks through a range of measures focused on engagement, rehousing assistance and compensation options.
47. The redevelopment programme is informed this assessment and the enabling works and demolition will be delivered in accordance with the action plan in the assessment.

Health impact statement

48. The EHIA (Appendix 2) sets out how the redevelopment programme has the potential to contribute to improved health outcomes for existing and future residents and to help tackle health inequalities through improved living conditions and improved public realm and green space. The report also sets out a number of risks related to health including the environmental effects of demolition and construction which the council is seeking to mitigate through effective planning of the works and considerate construction impacts.
49. The Tustin Estate redevelopment has been selected by the Urban Health Initiative to become a case study of an exemplar construction project in

reducing air pollution and improving air quality. As part of the project, a target for a 30% reduction in emissions from Non-Road Mobile Machinery has been set. The developer has made a commitment in their bid to meet this target.

50. Residents have been consulted on the draft Construction Management Plan which sets out how the site will be managed during demolition and construction and how health and safety risks will be minimised. As the Construction Management Plan also covers all other elements of the construction works for the overall scheme, consultation will be ongoing.

Climate change implications

51. The scheme has been designed to minimise carbon emissions as far as possible. The construction of the overall scheme is expected to deliver a 94% on site carbon emissions saving compared to a baseline development. The climate change implications of the main construction works will be considered in a future cabinet report to enter into the Development Agreement.
52. During the enabling works phase, emissions will be controlled through the target of a 30% reduction in emissions from Non-Road Mobile Machinery.

Social Value considerations

53. The Public Services (Social Value) Act 2012 requires that the council considers, before commencing a procurement process, how wider social, economic and environmental benefits that may improve the well-being of the local area can be secured. The social value considerations included in the tender (as outlined in the Gateway 1 report) are set out in the following paragraphs in relation to the tender responses, evaluation and commitments to be delivered under the proposed contract.
54. The following social value targets are included within the enabling works and demolition contract:
 - One apprenticeship start for a Southwark resident, subject to demolition sub-contractor capacity.
 - Ten training courses for Southwark residents.
 - One work experience placement for a Southwark resident.
 - One school presentation or career talk.
 - Four staff volunteering hours.
 - Attendance at one Southwark job fair.
 - Community art project for hoardings.
55. The council will work with the developer to ensure the above commitments are delivered during the enabling works and demolition contract. Where it is not possible to deliver the social value commitments within the scope of the enabling works and demolition contract, recognizing the short length of

the contract, the targets will become part of the Development Agreement targets.

56. The developer has been consulting residents on what they would like to see from a social value offer. This will form the Residents Charter and will be a commitment within the Development Agreement.

Economic considerations

57. The council is an officially accredited London Living Wage (LLW) Employer and is committed to ensuring that, where appropriate, contractors and subcontractors engaged by the council to provide works or services within Southwark pay their staff at a minimum rate equivalent to the LLW rate. The developer has made a commitment to the payment of LLW to all directly and sub-contracted staff on the project.
58. The developer has committed to 20% of the construction costs being spent with local suppliers over the course of the whole scheme. The council is working with the developer to ensure all opportunities are advertised to the local economy.

Social considerations

59. The enabling works are required to deliver Phase 1 of the scheme which will provide 167 council rent homes for existing Tustin council tenants and resident leaseholders. This is crucial to enabling residents to move into new homes so that buildings in Phase 2 can be demolished, enabling the construction of additional council homes, keyworker homes and private sale homes which will help to fund the scheme.
60. The scheme will provide new high quality council homes providing improved living conditions for existing and future residents. The scheme will also provide improved public realm and green spaces.

Environmental/Sustainability considerations

61. Across the whole redevelopment project, the council's approach to procurement of the design, development and construction processes ensures a requirement to maintain and improve sustainability.
62. The developer has committed to improving sustainability by ensuring at least 90% (by weight) of non-hazardous construction, demolition and excavation waste will be diverted from landfill and demolition waste will be reused in the main construction works where possible.

63. The environment and sustainability implications of the main construction works will be considered in a future cabinet report to enter into the Development Agreement.

Market considerations

64. BY Development (trading as Linkcity) is a private organisation that operates out of the UK. Linkcity is part of Bouygues UK which is wholly owned by Bouygues Bâtiment International, a subsidiary of Bouygues Construction which is based in France.
65. Linkcity has under 50 employees. Bouygues UK has over 250 employees. Linkcity and Bouygues have a national area of activity.

Staffing implications

66. There are no additional staffing implications. Staffing needs will be met through existing structures.
67. External project management and Quantity Surveyor services have been appointed to support the delivery programme.

Financial implications

68. The cost of the enabling works including client contingency is estimated at £4.56m. The open book process that is being used to procure the suppliers and specialist sub-contractors required to deliver these works is set out at paragraphs 12-13.
69. Cabinet approved a further variation of the Housing Investment Programme of up to £4.633m on 18 July 2022 to fund the enabling works and demolition contract. The total budget approval is now £19.47m.
70. The costs will be incurred in financial years 2022-23 and 2023-24. The schedule of fees will be established within the contract agreement.
71. These costs will be funded from resources supporting the Housing Investment Programme.
72. The table below sets out the spend profile of the total scheme costs:

	Previous years spend	2022/23	2023/24	2024/25	Total
Scheme costs	£2,994,243	£10,177,253	£3,211,567	£3,089,937	£19,473,000

73. The closed report sets out further details of the financial implications.

Investment implications

74. This contract enables construction works to start on programme. The investment implications of the main construction works will be considered in a future cabinet report to enter into the Development Agreement.

Legal implications

75. Refer to the legal concurrent of the Director of Law and Governance.

Consultation

76. The redevelopment programme is the outcome of a resident led feasibility and options programme carried out between July 2019 and March 2021, culminating in the Landlord Offer and a resident ballot in March 2021. There has been ongoing consultation with residents on all elements of the scheme through the monthly Resident Project Group meeting, the monthly Tustin Community Association meeting, design meetings, regular drop-in sessions and the monthly Tustin newsletter.
77. Consultation on the developer tender process took place with the Tustin Resident Project Group and the Tustin Community Association. Residents were members of the evaluation and interview panel and took a prominent role in evaluating submissions.
78. The council will ensure that the developer continues to consult extensively with residents on site management through the established resident consultation structure including the monthly Resident Project Group meeting, the monthly Tustin Community Association meeting, regular drop-in sessions, the Tustin newsletter and noticeboard boards.

Other implications or issues

79. None.

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Strategic Director of Finance and Governance (H&M 22/053)

80. This report is seeking approval from the Strategic Director of Housing and Modernisation to award of the enabling works and demolition contract for the for Phase 1 of the Tustin Estate Low Rise Redevelopment Programme to BY Development Ltd for an estimated sum of £4.56m including contingency. As outlined in the open version of the report, the works have been brought forward to meet the target start on site date necessary to secure GLA funding. As outlined in the financial implications section of the report, the estimated costs will be met from the existing budget for this scheme, which forms part of the council's Housing Investment Programme.

Head of Procurement

81. The Strategic Director of Housing and Modernisation approves the award of the enabling works and demolition for Phase 1 of the Tustin Estate Low Rise Redevelopment Programme to BY Development Ltd (trading as Linkcity) for the estimated sum of £4.56m commencing on 29 July 2022 for an estimated period of three months.
82. The Strategic Director of Housing and Modernisation notes the procurement is detailed in paragraphs 17 to 26 and 30 to 31, management and monitoring of the contract is detailed in paragraphs 33 to 36, the risks are detailed in paragraph 37, the impact on equalities, health and climate change are detailed in paragraphs 43 to 55, social value commitments are detailed in paragraph 54 and confirmation of the payment of LLW is detailed in paragraph 57.

Director of Law and Governance

83. The Director of Law and Governance notes the contents of this report which seeks the approval of the Strategic Director of Housing and Modernisation, to the award of a contract to BY Development Ltd (trading as Linkcity) for enabling works and demolition for Phase 1 of the Tustin Estate Low Rise Redevelopment Programme in advance of entry into a Development Agreement for the estimated sum of £4.56m commencing on 29 July 2022 for an estimated period of three months.
84. The Strategic Director of Housing and Modernisation is requested to note that details of a contingency sum to cover cost increases due to current market conditions are contained in the closed version of this report.
85. Paragraphs 10 to 13 of this report confirm that a two stage tender process was utilised, stage 1 being the Pre-Construction Services Agreement (PCSA) and stage 2, the Development Agreement. The Strategic Director is requested to note that the council intends to enter into a Development Agreement with BY Development Ltd (trading as Linkcity), subject to cabinet approval of a separate Gateway 2 report.
86. As part of the PCSA, prices were obtained on an open book bases to include the enabling and demolition works. The open book process is currently ongoing and a final price resulting in financial close is expected to be obtained by the end of August 2022.
87. The description of the procurement outcomes are outlined in paragraphs 17 to 23 of this report.
88. Paragraph 14 highlights that in order to meet the target start on site date for the GLA funding, the enabling works and demolition are now required to be brought forward in advance of formal entry into the Development Agreement.

89. Paragraph 24 of this report confirms that the enabling works and demolition contract will be subsumed into the main construction works contract once the Development Agreement is entered into.
90. The identified risk of this procurement and how they can be mitigated are outlined in paragraph 37 of this report
91. Paragraph 26 of this report sets out the reasons for seeking the urgent implementation procedure. This is in accordance with Rule 20 of the council's Access to Information Rules,
92. The Strategic Director's attention is drawn to the Public Sector Equality duty (PSED General Duty) under the Equality Act 2010, which requires public bodies to have regard, when making decisions, to the need to eliminate discrimination, advance equality of opportunity and foster good relations between persons who share a relevant protected characteristic and those who do not share it. The Strategic Director is specifically referred to the community, equalities (including socio-economic) and health impacts at paragraphs 39 to 47 setting out the consideration that has been given to equalities issues which should be considered when approving the recommendations in this report.
93. Contract Standing Order 2.3 requires that no steps are taken to award a contract unless the expenditure involved has been included in approved estimates, or otherwise approved by the council. Paragraphs 68 to 72 confirm the financial implications of this award.

PART A – TO BE COMPLETED FOR ALL DELEGATED DECISIONS

Under the powers delegated to me in accordance with the council's Contract Standing Orders, I authorise action in accordance with the recommendation(s) contained in the above report (and as otherwise recorded in Part B below).

Signature **Stuart Davis**Date 27 July 2022
Managing Director-Southwark Construction

PART B – TO BE COMPLETED BY THE DECISION TAKER FOR:

- 1) All key decisions taken by officers
- 2) Any non-key decisions that are sufficiently important and/or sensitive that a reasonable member of the public would reasonably expect it to be publicly available (see 'FOR DELEGATED DECISIONS' section of the guidance).

1. DECISION(S)

As set out in the recommendations of the report.

2. REASONS FOR DECISION

As set out in the report.

3. ALTERNATIVE OPTIONS CONSIDERED AND REJECTED BY THE OFFICER WHEN MAKING THE DECISION

Not applicable.

4. ANY CONFLICT OF INTEREST DECLARED BY ANY CABINET MEMBER WHO IS CONSULTED BY THE OFFICER WHICH RELATES TO THIS DECISION

none

5. NOTE OF ANY DISPENSATION GRANTED BY THE MONITORING OFFICER, IN RESPECT OF ANY DECLARED CONFLICT OF INTEREST

If a decision taker or cabinet member is unsure as to whether there is a conflict of interest they should contact the legal governance team for advice.

None

6. DECLARATION ON CONFLICTS OF INTERESTS

I declare that I was informed of no conflicts of interests.*

or

~~I declare that I was informed of the conflicts of interests set out in Part B4.*~~

(* - Please delete as appropriate)

* Under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the council is required to put in place a scheme for recording and publishing some officer executive decisions. This process is sometimes referred to as "Regulation 13(4)".

BACKGROUND DOCUMENTS

Background Papers	Held At	Contact
Tustin Estate Low Rise Re-development Delivery Programme	Constitutional Team / Tooley Street	Paula Thornton Paula.thornton@southwark.gov.uk
https://moderngov.southwark.gov.uk/mglIssueHistoryHome.aspx?IId=50025098&optionId=0		

APPENDICES

No	Title
Appendix 1	Gateway 2 - Contract Award Approval: Procurement of a Delivery Partner (Developer Contractor) for the Tustin Estate Low Rise Redevelopment Programme (Open)
Appendix 2	Equality and Health Impact Assessment, 21 March 2022

AUDIT TRAIL

Lead Officer	Osama Shoush, Strategic Lead, Southwark Construction	
Report Author	Susan du Toit, Southwark Construction	
Version	Final	
Dated	26 July 2022	
Key Decision?	Yes	
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER		
Officer Title	Comments Sought	Comments included
Strategic Director of Finance and Governance	Yes	Yes
Head of Procurement	Yes	Yes
Director of Law and Governance	Yes	Yes
Cabinet	n/a	n/a
Date final report sent to Constitutional Team		26 July 2022