Procurement Strategy Report
Plashet Road, London, E13 0QB

Prepared on behalf of

Newham Council
Newham Dockside
1000 Dockside Road
E16 2QU

Project Ref:  28858

Date: 29 November 2018
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1.0 Executive Summary

1.1 Either a two or single stage tender are both suitable procurement route.

1.2 In this case as the single stage tender will be supported with a comprehensive and detailed tender package as the design consultants have been commissioned to take the design forward from RIBA Stage 3 to a Stage 3+ design, the procurement strategy concludes that Plashet Road should be procured as a single stage tender.

1.3 The associated pros and cons with each procurement option are discussed in detail in sections 4.9 and 4.10.

2.0 Introduction

2.1 The development proposals at Plashet Road comprise the redevelopment of the site to deliver residential, community and nursery facilities.

The proposals specifically include:

2.2 Residential Accommodation

- 55nr flats, comprising:
  - 1B2P x 19
  - 2B3P x 3
  - 2B4P x 13
  - 3B4P x 6
  - 3B5P x 9
  - 3B6P x 4
  - 4B6P x 1

Nursery Accommodation

- 362m2

Community Centre

- 832m2

2.3 This review has been based on the pre-planning proposals prepared by Stephen Taylor Architects and the following programme restraints discussed below.

3.0 The Programme

3.1 Based on the programme it is anticipated that the development will be completed in one phase, although due to the separate tenures and configuration of the block, there may be an opportunity to phase the handover of the units.
3.2 The key milestone dates are noted as follows:

- Planning Submission: November 2018
- Planning Determination: February 2019
- Agreement of Procurement Strategy: December 2018
- Issue ITT & Tender: February 2019
- Tender return: April 2019
- Issue Tender Report: April 2019
- Final Newham Approval: May 2019
- Appoint Contractor: May 2019
- **Start on Site:** July 2019

4.0 Procurement Strategy Review

4.1 Procurement

The purpose of this report is to review the procurement options available by specifically looking at the risk allocation and the pros & cons of single and two stage Design and Build tendering.

Although there has been a shift in tendering over the last few years and we have seen a move away from single stage toward two stage open book tendering for main contractor procurement, we have started to see this trend reverse.

This section also sets out the strategic procurement route and options that Newham Council would take for the delivery of Plashet Road. It considers risk transfer, constraints, programme and market conditions and is set out to cover:

- Procurement strategy;
-Procurement options;
-Contract strategy;
-Current status.

4.2 Approach to risk

An important aspect in choosing the most suitable procurement route for any project is to establish how each route allocates risk between the Employer and the Contractor. The diagram below presents a spectrum of risk allocation between the contracts. This clearly shows that a procurement route such as design and build transfers risk to the Contractor whereas with a procurement route such as Traditional or Construction Management, the Employer retains more risk. This graphic supports the current strategy to pass the risk to the contractor as long as the Contractors Proposals and any subsequent caveats are interrogated before contract execution.
Figure - Risk Allocation Spectrum by Procurement Route

4.3 Procurement and Contract Route

4.4 Key Criteria

To identify and select the most suitable procurement route, consideration has been given to the following issues and criteria;

a. The anticipated contract value;

b. The works are being carried out in a single phase;

c. Newham require that a firm price and agreed programme are required from the contractor before commitment can be provided to commence works on site;

d. Where applicable, risk should be transferred to the Contractor;

e. Control is required over the selection of components, materials and workmanship. Employers Requirements will be issued containing specific Employer requirements, design criteria and performance specification. These will be worked up prior to tender with the various Client User Groups;

f. The works will not be technically complex and will be based on tried and tested technology;

g. A high level of design certainty over the key building areas is required before the construction works commence to protect the Council and specifically the requirements of the various Client User Groups.

4.5 Single Stage & Two Stage Tendering Options

As stated above, the two principal options explored are Single Stage Design & Build and Two Stage Open Book Design & Build.
The two options for the tendering process can be summarised as follows:

4.6 **Single Stage Tendering**

This requires technical requirements to be developed to an appropriate level to enable the tendering contractors to determine the scope and quality of work required to assemble a firm price and technical proposals in their tenders capable of being accepted (possibly following some negotiation). A contract will then be duly entered into by both parties.

The approach provides for a higher degree of competition throughout the procurement process. It is sometimes perceived that the downside of this approach is the loss of the contractor's input into technical solutions or 'buildability'.

4.7 **Two Stage Open Book Tendering**

This involves the tendering contractors to assemble prices for their preliminaries and overheads on a competitive basis (the first stage). One of the tendering contractors will then be selected to work jointly to assemble the details of the scope and quality of the work that is required. This will then be priced by the selected contractor (usually on an open book basis) and an overall price and technical proposal established capable of being accepted (possibly following some negotiation). A contract will then be duly entered into by both parties.

Two stage tendering permits the incorporation of the contractor's input into the technical solutions (beneficial on complex builds) and also enables the potential for the development of a relationship between both parties. However, it is recognised that this needs to be considered against the lack of cost certainty at the first stage, the longer procurement programme (in some cases twice that of single stage) and the loss of competition during the second stage negotiations.

4.8 **Advantages of Single Stage Approach**

4.9 The main advantages of the single stage approach are discussed below. In addition, some of the perceived risks of the approach are also noted along with mitigation strategies.

<table>
<thead>
<tr>
<th>Advantages</th>
<th>Risks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm fixed price and programme prior to commitment to build</td>
<td>High build cost as the contractor must include and price risk and make an assessment/prediction on likely construction cost inflation.</td>
</tr>
<tr>
<td></td>
<td>Employer may have to commit to build before detailed design is complete.</td>
</tr>
<tr>
<td></td>
<td>The risk to the project is reduced by developing design to RIBA Stage 3+ and setting robust quality and performance standards in the Employers Requirements</td>
</tr>
<tr>
<td>Reduced design and procurement timescales and lower costs can be achieved</td>
<td>There is no Employer side design overview.</td>
</tr>
<tr>
<td></td>
<td>The risk can be reduced by the novating the design team with interest in the building design this would ensure continuity of design approach.</td>
</tr>
</tbody>
</table>
## Procurement Strategy Report

Plashet Road, London

<table>
<thead>
<tr>
<th>Advantages</th>
<th>Risks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides for single point responsibility for design and construction</td>
<td>It has been argued that this could lead to a loss of Employer control of the design.</td>
</tr>
</tbody>
</table>
| Puts the contractor in control of the supply of design information required for construction. Removes prime cause of delay and claims | Contractor may compromise design, the final design may not be particularly imaginative.  

This risk can be reduced if the design is being advanced to RIBA Stage 3+ by the Employers design team and the Architect being novated will provide some level of continuity. |
| Early start on site date achievable compared to two stage tender procurement | Potential delayed start on site due to requirement to discharge pre-commencement conditions. |
| Potentially faster programme as design and construction overlap | |
| Less likelihood of claims for late information and design error as contractor responsible | |
| Flexibility to accommodate a performance based or detailed specification | |

## 4.10 Advantages of Two Stage Approach

<table>
<thead>
<tr>
<th>Advantages</th>
<th>Risks</th>
</tr>
</thead>
<tbody>
<tr>
<td>In the current tendering market, contractors are being very selective over what they tender for. This approach reduces risk and resource requirements for the contractor than a single stage tender.</td>
<td>Risk of cost inflation shifted to Client.</td>
</tr>
<tr>
<td>It is a more flexible approach to awarding contracts because it allows the participation of the prospective contractor in the definition of the technical designs and specifications.</td>
<td></td>
</tr>
<tr>
<td>Risk is minimised given the early involvement of the prospective contractor in the definition of the technical specifications and scope of work</td>
<td></td>
</tr>
</tbody>
</table>
Advantages | Risks
--- | ---
The selected stage 2 contractor is able to make suggestions for improvement of the technical specifications and scope of work of the assignment, through their technical proposal and clarification discussions |  
Following completion of Stage 2, the selected contractor is more likely to have a good understanding of the requirements, which potentially reduces risks in the implementation of the contract. | Once a contractor is selected for negotiations, competition is lost, and this may impact price.  
The scope of the Pre-Contract Service Agreement can manage this risk and cap costs.  
A financial proposal is submitted only after reaching agreement on the design, technical specifications and scope of work.  
Second stage negotiations with a single contractor could prove difficult and protracted.  
More certainty regarding the qualifications of the preferred bidder.  
This could push prices up as the risks are more transparent to the contractor.  
Extended procurement lead-time due to two stage submission process.  
There is risk of price escalation, and negotiations becoming adversarial in the second stage.

4.11 **E-Auctions**

4.12 We have reviewed Newham Council’s requirement to E-Auction all works and conclude that this is not appropriate for construction projects.

4.13 It is our view, that the construction industry does not support E-Auctions and we are not aware of any frameworks that specifically stipulate this. In our experience we have not procured a single E-Auction construction project or have been requested by any other Local Authority and/or Housing Association client to do so.

4.14 In an industry where contractor profit margins are low and there is a significant focus on quality control and standards, we strongly believe that this approach would result in an unsatisfactory outcome for the Council.

4.15 **Procurement Strategy Recommendation**

For the reasons explained and discussed above, our recommendation is for the project to proceed with a Single Stage Design & Build approach.

The key benefits of this approach for Plashet Road over Two Stage Design & Build are:
Demolition has been completed and a comprehensive ground investigation has been undertaken. This significantly de-risks the scheme and supports a single stage tender.

Tendering contractors are being far more selective in respect of the tenders they are prepared to go for. Anecdotally, a number of contractors we are dealing with are becoming frustrated with the time and cost involved with delivering the second stage of a two stage tender.

We anticipate that the procurement approach will be tested by an EoI/soft market testing exercise.

The single stage tender will allow Newham to appoint a contractor quickly and secure an earlier start on site, than a two stage tender.

This approach will potentially result in a faster programme as design and construction overlap.

If Newham have any concerns over a single stage tender, then a two stage tender approach is possible. However, it should be noted that a potential start on site will be delayed by a further 6-9 months.

Novation of the consultants can also further safeguard Newham’s position, as discussed below.

4.16 Novation of the Design Team

The option of novating the design team (in particular the Architect) to the Contractor can also be considered by the Client.

The following considerations of potential benefit and risk should be included in this review:

- Provide the contractor with the opportunity to progress swiftly on the design after appointment as a result of the retained knowledge from the Architect and other designers;
- The risk of knowledge loss on short delivery programme is mitigated;
- The Client may wish to maintain existing working relationships where practical;
- The planning Architect has invested considerable time and has gained the trust of the Client and local Stakeholders.
- The Contractor may have their own established supply chain with which they have developed long term relationships.
- The Contractor may be able to offer more competitive costs for using their own design team;
- This new team may be less experienced, less capable and technically not as strong as the current team;
- There could be a higher potential for conflict with the Client Project Team, as the new design team has no vested interest in the project and is unaware of the history of the pre-planning and consultation process.
5.0 Frameworks

5.1 Newham has confirmed that they wish to utilise an existing contractor framework in order to avoid the requirement to procure a contractor through OJEU. There are a number of suitable Frameworks available, which have been procured by both Register Social Landlords (RSL’s) and independent organisations. These frameworks are OJEU compliant and accessible to Authorities, such as Councils.

5.2 We are currently considering a number of framework options and have carried out a review of the following frameworks to assess their suitability and joining requirements.

5.3 Frameworks we are currently utilising with other clients include:

- East London Solutions
- London Construction Programme
- Southern Construction Programme
- Pagabo
- Scape
- Fusion 21
- Procurement Hub
- Hyde Housing Association
- A2 Dominion
- South East Consortium

As there are a significant number of contractors on some of the frameworks listed above, we anticipate that it may be necessary to issue an Expression of Interest in order to reduce numbers and achieve a suitable tender list.

This also presents an excellent opportunity to engage with the market to ascertain interest for the scheme and to highlight to the market the anticipated programme milestones.

6.0 Quality & Price Assessment

6.1 Newham is seeking a suitably experienced contractor to deliver the Plashet Road development. A high quality development is of paramount importance to the Council. As such, we propose a 60/40 Quality/Price for tender evaluation purposes.

6.2 The proposed quality/price weighting differs to Newham’s 30/70% standing order requirements.

6.3 In addition, due to budget restraints, within the quality questions we are proposing to seek input from the contractor on their thoughts on potential value engineering, whilst maintaining quality.

6.4 Tenderers responses will be scored and evaluated in accordance with the Quality/Technical evaluation criteria set out in the ITT.

6.5 The following table sets out draft criteria to enable further discussion and for agreement with Newham.
## Procurement Strategy Report

**Plashet Road, London**

<table>
<thead>
<tr>
<th>Topic</th>
<th>Technical/Quality</th>
</tr>
</thead>
</table>
| **1. Delivery Team** | Please provide a statement on your proposed project delivery team and structure. Please ensure the following aspects are covered in your statement:  
- Organisational structure and proposed delivery team: including CVs for key personnel with details of their roles and responsibilities on the project. This must include details of your proposed Design Team including their CV's.  
- Identify how the team will be managed and integration achieved, in order to protect the high levels of design and achieve efficiencies in cost and programme. |
| **2. Key Stakeholders, Resident & Wider Community Engagement** | Please provide a statement setting out your engagement with key stakeholders, residents and the wider community. Please ensure your statement addresses the following points, but is not restricted to:  
- Engaging and consulting with key stakeholders during the project.  
- Managing neighbourhood liaison and minimising disruption to residents.  
- Managing communication with adjoining owners. |
| **3. Delivery Statement/Risk Register** | Please provide your delivery statement to include the following:  
Step by step description of your approach to the construction phase, including:  
- Construction Sequence, identifying key risks  
- Site Logistics including Site Set up plan and access, traffic and delivery arrangements  
- On site quality control measure and procedures  
- Managing pre-handover inspections to ensure high quality defect free units are offered to the client for handover |
To support your delivery statement, please also provide a detailed programme including:

- Key milestones and timings for different elements of the construction process in MS Project or equivalent format
- An analysis of the programme against the indicative time plan, indicating any areas of concern and rationale for any variances against it, if applicable
- Any proposals for improving the programme

Provide an outline project-specific risk register and management plan, explaining which are the key risks to the project and how these can best be mitigated.

### Topic: Technical/Quality

#### 4. Health & Safety

Provide your method statement for managing the health and safety risks for this project including location of site, design, accommodation, traffic management, plant and equipment, maintenance of access to retained residences and provision of routes for refuse etc.

#### 5. Budget Management/Value Engineering

Set out your approach to the value engineering process, outlining:

- Identifying any areas where any cost savings could be made without compromising the quality and design intent of the current scheme;

- Provide a priced value management/engineering schedule identifying where cost savings can be made. Please indicate against each item the financial value associated with the proposed cost saving.

- Any scope for the scheme to be rationalised or improved.

### Topic: Social Value

Newham’s Social Value targets to be inserted.
7.0 Conclusion

7.1 We conclude that Newham Council should adopt a single stage tender approach.

7.2 The adoption of a single stage tender route on design-and-build projects can provide the Council with a great deal of benefit in terms of cost and the eventual transfer of design responsibility and risk to the contractor. However, there is a potential premium to pay for this additional risk transfer and loss of design control as highlighted in Section 4.9 above.

7.3 It is recommended that the JCT Design & Build form of contract is used because this form of contract is widely used and familiar to the type of contractor who will be tendering for the works.

7.4 Based on the review of potential frameworks, we recommend utilising the East London Solution Framework. The reasons for our recommendation are based on:

- There is no fee;
- Single stage tendering is permitted;
- The Council’s own contract amendments can be adopted;
- The number of contractors on the framework is only 7 and Expression of Interests is permitted.

7.5 At this time of issuing this report we are in the process of issuing an Expression of Interest to the ELS framework contractors in order to gauge their appetite for a single stage tender approach.
Appendix A – Framework Details
## Framework Review
### Criteria Analysis

<table>
<thead>
<tr>
<th>Framework</th>
<th>Fee to join</th>
<th>Type of Contract</th>
<th>Single/Two stage</th>
<th>Client contract amendments permitted</th>
<th>Price/Quality split</th>
<th>Can an EOI be issued?</th>
<th>Start Date</th>
<th>Expiry Date</th>
<th>Ref number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 London Construction Programme</td>
<td>No fee</td>
<td>JCT, NEC &amp; various other forms</td>
<td>Both</td>
<td>Yes</td>
<td>40/60</td>
<td>Yes</td>
<td>12/05/2015</td>
<td>11/05/2019</td>
<td>LCP W1 – MW14</td>
</tr>
<tr>
<td>2 Southern Construction Framework</td>
<td>No fee</td>
<td>JCT &amp; NEC</td>
<td>Two</td>
<td>Yes</td>
<td>60/40 or anything favouring quality i.e 60/40, 70/30</td>
<td>Yes</td>
<td>29/04/2015</td>
<td>30/04/2019</td>
<td>2015/S 095-171832</td>
</tr>
<tr>
<td>3 Pagabo</td>
<td>No fee</td>
<td>NEC</td>
<td>Both</td>
<td>Yes</td>
<td>50/50</td>
<td>Yes</td>
<td>19/04/2016</td>
<td>20/04/2020</td>
<td>AVP-NTW-1002</td>
</tr>
<tr>
<td>4 Scape</td>
<td>No fee</td>
<td>JCT</td>
<td>Two</td>
<td>Yes</td>
<td>60/40</td>
<td>Yes</td>
<td>01/06/2017</td>
<td>31/05/2021</td>
<td>2017/S 112-226461</td>
</tr>
<tr>
<td>5 Fusion21</td>
<td>No fee</td>
<td>JCT, NEC</td>
<td>Single</td>
<td>Yes</td>
<td>50/50</td>
<td>Yes</td>
<td>01/06/2015</td>
<td>30/05/2019</td>
<td>2015/S 240-434886</td>
</tr>
<tr>
<td>6 East London Solutions</td>
<td>No fee</td>
<td>Any</td>
<td>Both</td>
<td>Yes</td>
<td>20-80/20-80</td>
<td>Yes</td>
<td>12/10/2015</td>
<td>11/10/2019</td>
<td>n/a</td>
</tr>
<tr>
<td>7 Procurement Hub (Framework)</td>
<td>No fee</td>
<td>JCT</td>
<td>Single</td>
<td>Individual call offs</td>
<td>50/50</td>
<td>Yes</td>
<td>01/04/2016</td>
<td>31/03/2020</td>
<td>2015/S 240-434886</td>
</tr>
<tr>
<td>Procurement Hub (DPS)</td>
<td>Already members</td>
<td>JCT</td>
<td>Single</td>
<td>Individual call offs</td>
<td>50/50</td>
<td>Yes</td>
<td>01/04/2016</td>
<td>31/03/2020</td>
<td>2015/S 240-434886</td>
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<tr>
<td>8 Hyde Housing</td>
<td>£7,500</td>
<td>Tend to use JCT but can use others</td>
<td>Both</td>
<td>Yes</td>
<td>Any</td>
<td>Yes</td>
<td>01/10/2015</td>
<td>02/10/2019</td>
<td>2014/S 225-396925</td>
</tr>
<tr>
<td>9 A2 Dominion</td>
<td>£500.00</td>
<td>JCT</td>
<td>Both</td>
<td>Yes</td>
<td>Any</td>
<td>Yes</td>
<td>21/11/2016</td>
<td>22/11/2020</td>
<td>2016/S 118-209586</td>
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<tr>
<td>10 South East Consortium</td>
<td>£4,000 (£2,000 for members)</td>
<td>JCT</td>
<td>Both</td>
<td>Yes</td>
<td>50/50</td>
<td>Yes</td>
<td>21/11/2016</td>
<td>22/11/2020</td>
<td>2016/S 118-209586</td>
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</tbody>
</table>
### Framework Review

#### Contractor Lists

<table>
<thead>
<tr>
<th>London Construction Framework</th>
<th>Southern Construction Framework</th>
<th>Pagabo</th>
<th>Scape</th>
<th>Fusion21</th>
<th>East London Solutions</th>
<th>Procurement Hub</th>
<th>Hyde</th>
<th>A2 Dominion</th>
<th>South East Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durkan Ltd</td>
<td>BAM Construction Ltd</td>
<td>Galliford Try Construction</td>
<td>Willmott Dixon</td>
<td>Bullock Construction Ltd</td>
<td>Higgins</td>
<td>ABN Build – Direct Award</td>
<td>Durkan Ltd</td>
<td>Willmott Dixon</td>
<td>Procurement Hub</td>
</tr>
<tr>
<td>Galliford Osborne Limited</td>
<td>Bouygues UK Ltd</td>
<td>Henry Brothers</td>
<td>Wates Construction Ltd</td>
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<td>HT Partnership</td>
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<tr>
<td>Higgins Construction PLC</td>
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<td>Intererve</td>
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<td>HT Forstal</td>
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<td>GP MARSDEN McPhee</td>
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<td>Kier Partnership</td>
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<td>Other</td>
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<td>NFI Partnerships</td>
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