



## **ADVANCED PUBLICATION OF REPORTS**

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members  
and operational key decision makers.

Once signed all decisions will be published on the Council's  
Publication of Decisions List.

1. **UPPER EDMONTON MAJOR WORKS SCHEME PART 1** (Pages 1 - 18)
2. **EXTENSION OF CONTRACT - SEND INFORMATION, ADVICE & SUPPORT SERVICE (IASS)** (Pages 19 - 24)

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***Please note Part 2 report is now confidential appendix***

## **London Borough of Enfield**

### **Operational Report**

**Report of Joanne Drew**

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**Subject: Upper Edmonton Major Works Scheme Part 1**

**Executive Director: Sarah Cary**

**Ward: Upper Edmonton**

**Key Decision: 5129**

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### **1. Purpose of Report**

To obtain approval to award the Contract for the Upper Edmonton external enveloping scheme following a compliant tender process via the South East Consortium framework and to increase the consultancy fees.

### **2. Proposal(s)**

That approval be given to award the Contract for the Upper Edmonton major works scheme to Mullalley and Co Ltd.

That approval be given to increase the consultancy fee due to Playle and Partners (appointed in 2015 (PL15/120) in accordance with the revised tender sum.

See Appendix for further details.

### **3. Relevance to the Council's Corporate Plan**

The contract will support the following objectives from the Corporate Plan:

Good homes in well-connected neighbourhoods: The programme will improve the quality of existing homes and therefore positively impact on the quality of life for our residents.

Sustain strong and healthy communities: Improving the existing homes where people desire to live will help to create and maintain strong sustainable communities.

Build our local economy to create a thriving place: Ensuring residents are able to fully participate in activities within their neighbourhood.

#### **4. Background**

The Asset Management plan and review of the Council's stock condition surveys identified a need for external and communal refurbishments and repairs to the following blocks: 1-45 Alma House; 1-20 Bradwell Mews; 1-30 Herne Mews; 1-22 Reculver Mews; 1-71 Folkestone Road; 227-297 Brettenham Road; 151-155a Victoria Road; 1-54 West Close.

There are 316 properties within this scheme of which 128 are leasehold properties.

The scope of works will include the following: roof renewal or repair; soffits and rainwater goods; renewal of flat and communal windows and doors where required; flat entrance door renewal; asbestos surveys and removal where required; repair and resurfacing of individual balconies, hallways and walkways; balcony balustrade repairs; repairs and redecoration to internal and external communal areas; cavity insulation works where required; external fabric repairs where required; communal lighting renewal; installation of door entry system where required; upgrade of integrated reception system; renew or repair fencing where required; paving and hard standing repairs or replacement where required and pram shed refurbishment where required.

The procurement plan for the 20/21 capital programme was approved at the Procurement and Commissioning Hub on Tuesday 24<sup>th</sup> September 2019, noting that all such procurement activity would be carried out in accordance with the Council's procurement rules to ensure the programme delivers value for money and achieves the quality standards expected for tenants and leaseholders.

See Appendix for further details.

#### **5. Main Considerations for the Council**

It is important that works commence at the earliest opportunity to ensure works can be completed during the summer months, allowing for an extended delivery window, due to the CV-19 social distancing requirements.

The recommended contractor has been evaluated based on quality and price. The contractors Covid Secure site operating procedures have also been reviewed, in line with Government and CLC guidance.

Playe & Partners were originally commissioned to carry out design and contract administrative services in 2015 and following consultation, have agreed to deliver the remaining services in accordance with the original agreed scope of services and fee structure. To appoint a new consultant at tender stage would result in abortive fees.

See Appendix for further details.

#### **6. Safeguarding Implications**

The works will require Contractors to enter resident's homes and therefore the Contract Documents require Disclosure & Barring Services (DBS).

In addition to the above the Contractor is required to provide a dedicated Resident Liaison Officer (RLO) whose role is to ensure that residents needs are reflected in both the works delivered and the processes adopted by the Contractors.

## **7. Public Health Implications**

The work will contribute towards reducing heating bills, sustaining tenancies, reducing fuel poverty and improving the environment for the residents of the block.

Any measure which alleviates relative or absolute poverty within the borough, including fuel poverty, will in turn reduce the chance of developing poor health and chronic conditions. Which again would contribute to embedding inequality and poverty.

Residents of adequately heated properties are far less likely to develop respiratory and associated conditions or suffer from acute exacerbations of those. In turn helping to reduce the number of preventable referral to both hospital and residential social care.

## **8. Equalities Impact of the Proposal**

It is not deemed relevant or proportionate to carry out an equality impact assessment/analysis for the approval of the tender that represents the lowest price and complies with the tender requirements of the Council for external repairs as part of the Council's Decent Home Programme.

Individual requirements are addressed prior to starting on site to ensure all relevant individual circumstances are considered during the works.

Any contract awarded should include a duty on the successful applicant to assist us with meeting our obligations under the Equalities Act 2010

## **9. Environmental and Climate Change Considerations**

The Contractor's offers include several environmental commitments that will be delivered to the Council including related to waste management and recycling.

In addition, the works will provide improved environmental performance from the resident's homes by providing modern facilities. Current installations are required to meet current regulations resulting in improvements in environmental performance of the home.

## **10. Risks that may arise if the proposed decision and related work is not taken**

The primary risks that may arise if the decision and works are not taken are set out below:

<b>Risk</b>	<b>Likelihood</b>	<b>Impact</b>
Increased levels of resident dissatisfaction with the condition of their homes	High	Medium
Increased fire risk from certain items that require replacement	Low	High
May lead to increased number of repairs and therefore future costs	Medium	Low

### 11. Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks

<b>Item</b>	<b>Risk</b>	<b>Impact</b>	<b>Probability</b>	<b>Mitigation</b>	<b>Owner</b>
1	Quality Issues	<b>H</b>	<b>M</b>	Set benchmark, monitor site meetings through Contract Administrator (CA) & Clerk of Works (COW) reports, measure continuous improvements using KPIs.	Project Manager
2	Cost Overrun	<b>M</b>	<b>M</b>	Applied lessons learned from previous scheme, early reporting, comprehensive specification, inclusion of contingencies, tender analysis	Project Manager
3	Time Overrun	<b>H</b>	<b>M</b>	Manage approvals stage – instil sense of urgency by senior staff. Monitor programme, monthly progress reports & LADs.	Project Manager
4	Coronavirus	<b>M</b>	<b>M</b>	Service continuity maintained. Please refer to Part 2	Project Manager

### 12. Financial Implications

The project is included in the 30year HRA Business Plan, which was detailed in Housing Revenue Account (HRA) Business Plan Budget 2019/20, Rent Setting and Service Charges report (KD5008) and was approved by Cabinet and Council in February 2020.

See Appendix for further details.

### **13. Legal Implications**

The Council has the power under s.1(1) Localism Act (2011) to do anything individuals generally may do providing it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.

Under s.111 Local Government Act (1972) local authorities may do anything, including incurring expenditure or borrowing which is calculated to facilitate or is conducive or incidental to the discharge of their functions.

Under s.11 Landlord and Tenant Act (1985) (as amended) the Council has repairing obligations in respect of properties which are occupied by its tenants. Under Schedule 6, Part 111 Housing Act (1985) similar responsibilities are placed on the Council in respect of properties held on leases after having been sold under the Right to Buy scheme.

The value of the contract exceeds the relevant EU threshold, which means that the Public Contracts Regulations 2015 (PCR 2015) apply to the procurement. The use of a framework is a compliant route to award, provided that the procurement process complies with the PCR 2015, the Council's Contract Procedure Rules (CPR), and the terms of the framework itself. The P&C Hub carried out due diligence on the SEC framework, and has confirmed that a compliant procurement process has been undertaken.

The terms of the contract procured must be consistent with the SEC framework, and in a form approved by the Director of Law and Governance.

In respect of any contract with a value of £1m and over (as is the case here), the Council's CPRs (s.1.18) state that the contractor must be required to provide sufficient security. 'Sufficient security', means one of the following: (i) parent company, ultimate holding company or holding company guarantee where their finances prove acceptable; (ii) director's guarantee or personal guarantee where their finances prove acceptable; (iii) performance bond, retained funds or cash deposit; or (iv) any other security as determined by Financial Management Services and/or Legal Services. Evidence of the form of security required or why no security was required must be stored on the E-Tendering Portal for audit purposes. The Council should liaise with the Procurement & Commissioning Hub for assistance on this.

As the value of the contract exceed £250k, officers must ensure this report goes through the Council's Key Decision process.

The Council must comply with its obligations relating to obtaining best value under the Local Government (Best Value Principles) Act 1999.

## **14. Workforce Implications**

There are no direct workforce implications in this tender approval process.

## **15. Property Implications**

No corporate property implications noted by Property Services

## **16. Other Implications: Procurement**

A review of known suitable works framework agreements was undertaken by the Service to identify available agreements to the Council, critiquing each option to narrow down those that can be considered, considering delivery timescales.

Due diligence and approval of the South East Consortium (SEC), the preferred agreement, was undertaken by the Procurement & Commissioning Hub prior to any procurement.

A business case was presented to the Procurement & Commissioning Review Board on 24/09/2019 that reviewed the procurement and approved.

The Call-Off from the Framework must be carried out in line with the relevant framework process and via the Councils E-Tendering Portal, with all documentation retained.

As the contract is over £250k the service must ensure that sufficient security has been considered.

The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.

The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

## **17. Options Considered**

Consideration was given to the procurement of the works through a competitive tender process.

In terms of procurement options there were two main routes for consideration:

1. Use of a suitable consortia framework agreement, with appointment via direct award or mini tender.
2. Unilateral tendering of a bespoke contract utilising either the open or restricted process.

Using a framework can save time and money, while still delivering a service specified to local requirements. Contractors are assessed for suitability prior to joining the framework and have signed up to pre-agreed terms and conditions.



Standard documentation is also provided as well as support from the framework itself.

Tendering a contract allows clients to create bespoke documentation designed to fit its requirements. This approach also opens up the opportunity to tender to a wider group of bidders.

## **18. Conclusions**

Taking into account all of the above the procurement process for the Upper Edmonton major works scheme has been conducted in accordance with the Council's Standing Orders and therefor recommend award to the winning bidder and an increase in the consultancy fees as a result.

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Date of report: 3<sup>rd</sup> July 2020

**Appendices: Appendix 1 - Confidential report**

**Background Papers: None**

## **1. Purpose of Report**

See Part 1 for details

## **2. Proposal(s)**

See Part 1 for details

That approval be given to award the Upper Edmonton Major Works contract to Mulalley & Co Ltd for the sum of £8,189,449 (including 10% client held contingency and an additional 5% to address CV-19 implications)

That authorisation be given to increase Playle and Partners fees from the originally approved value of £130,963.50 to £420,000. In accordance with the new scope of works and tender value.

## **3. Relevance to the Council's Corporate Plan**

See Part 1 for details

## **4. Background**

See Part 1 for details

Expressions of Interest were issued via the South East Consortium Framework.

The weighting criteria applied to the tender evaluation was split 40% price and 60% quality. Tenderers were requested to provide written quality statements in relation to Enfield's specific requirements.

The appointment of Playle and Partners (consultants for Upper Edmonton) was authorised in 2015 (PL15/120). This appointment followed a competitive tender process where Playle submitted a percentage fee based on a scheme estimated at £4m. The new fee value of £420,000 is a reflection of the enhanced scheme scope and increased work value which is in excess of £8m.

## **5. Main Considerations for the Council**

See Part 1 for details

The tender for the work elements comprised 40% of the overall total marks award on price. All priced submissions were assessed and where relevant clarifications sought.

The quality aspect of the tender comprised 60% of the overall marks and was evaluated by a panel comprising Enfield and Playle and Partners LLP Staff.

The final quality and price scores were entered into a master scoresheet and the overall score for each tender calculated. Based on the outcome of the evaluation exercise, Mulalley & Co Ltd are the number one ranked tenderer.

Assurance has been sought that the Contractor has the necessary Covid-19 secure systems in place and adequate provision for RLOs to support residents through the construction phase, where work will be undertaken inside residents homes or communal areas.

It is therefore recommended that Mulalley & Co Ltd are awarded the Contract for the sum of £8,189,449.

Based on the revised scheme scope and significant increase in work value, since the scheme was first commissioned in 2015, it is recommended that approval be given to increase the fees associated with Playle & Partners services to £420,000.

## **6. Safeguarding Implications**

See Part 1 for details

## **7. Public Health Implications**

See Part 1 for details

## **8. Equalities Impact of the Proposal**

See Part 1 for details

## **9. Environmental and Climate Change Considerations**

See Part 1 for details

## **10. Risks that may arise if the proposed decision and related work is not taken**

See Part 1 for details

## **11. Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks**

See Part 1 for details

There are various ways in which the Council can protect itself against the risks of a Contractor's insolvency. Under the Council's Contract Procedure Rules, there is a requirement for the Council to consider security for all contracts over £250,000. The most usual forms of security are either a parent company guarantee or a performance bond (see CPR 1.18 for more details). Such forms of security may be activated in the event of insolvency.

In addition, a credit check with a recognised credit check agency has been carried out prior to the recommendation to award the contract.

The contract conditions will also have provisions covering the potential insolvency of a contractor. The remedies available to the Council will depend on the form of contract used for these works and also the circumstances in question. Typically, a contract would allow the Council to terminate in the event of a Contractor's insolvency and recover their costs as a debt.

In current times where the risk of coronavirus is a potential threat to business continuity, there will be other provisions within the contract such as force majeure and frustration which may be relevant. The position will depend upon the circumstances in question and the form of contract being used.

## 12. Financial Implications

The fees for this project were requested in 2015 and a budget of £131k was approved. This report is requesting to increase the budget provision from £131k to £400k, an increase of £269k.

This report is also requesting funding to award the contract to Mulalleys, which is estimated to be £8,189,449 (including 10% client held contingency and an additional 5% to address CV-19 implications). The budget was approved as part of the 10 year capital programme in February 2020 and was estimated to be £8.1m.

The spending profile is estimated as follows: 20-21 will be £2,047,362 and 21-22 will be £6,142,087.

The table below shows the approved budget compared to the actual budget request:

	<b>Original Budget £</b>	<b>Actual Budget £</b>
Fees	130,963	400,000
Contract	8,100,000	8,189,449
<b>Total</b>	<b>8,230,963</b>	<b>8,589,449</b>

As this scheme will cost an additional £758k than originally budgeted, a review of the budgets across the capital programme was undertaken and funds have been reallocated from schemes of lower priority to allow for delivery of this project.

This project will be funded from HRA capital resources and is included in the HRA 30 year Business Plan.

Please see the rough calculation split across the number of flats within the block in the table below:

<b>Block</b>	<b>Cost per Leaseholder</b>
1-45 Alma House	£26,637.86
1-8 Bradwell Mews	£34,946.74
9-20 Bradwell Mews	£28,115.08
227-297 Brettenham Road	£9,012.08
1-18 Folkestone Road	£16,741.40
19-28 Folkestone Road	£30,086.58
29-41 Folkestone Road	£18,237.71
42-65 Folkestone Road	£16,171.82
66-71 Folkestone Road	£35,209.83
1-12 Herne Mews	£25,652.72
13-30 Herne Mews	£20,861.63

1-10 Reculver Mews	£29,243.89
11-22 Reculver Mews	£27,279.94
151-155a Victoria Road	£36,454.05
1-17 West Close	£17,158.59
18-25 West Close	£22,502.82
26-37 West Close	£20,427.77
38-54 West Close	£17,732.73

Please note that this does not include costs of individual works, the rateable values of the respective properties, or what would be recharged to the Leaseholders.

### **13. Legal Implications**

See Part 1 for details

### **14. Workforce Implications**

See Part 1 for details

### **15. Property Implications**

See Part 1 for details

### **16. Other Implications**

See Part 1 for details

### **17. Options Considered**

See Part 1 for details

### **18. Conclusions**

See Part 1 for details

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Date of report: 3<sup>rd</sup> July 2020

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

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**London Borough of Enfield****Children's Services  
Portfolio Decision**

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<b>Subject:</b>	<b>Extension of contract – SEND Information, Advice &amp; Support Service (IASS)</b>
<b>Cabinet Member:</b>	<b>Cllr. Rick Jewell</b>
<b>Executive Director:</b>	<b>Tony Theodoulou</b>
<b>Key Decision:</b>	<b>N/A</b>

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**Purpose of Report**

1. Approval is sought to extend the current SEND Information, Advice & Support Service (IASS) contract between the Council and Every Parent & Child (EPC), for up to one year.

**Proposal(s)**

2. The current contract delivers a statutory Information, Advice and Support Service for children and young people aged 0-25 years, and their parents/carers. The contract started on 01.09.17 and is due to end on 31.08.20. Following advice from the Council's Procurement and Commissioning Hub, it is proposed that the contract be extended by a term of six months + six months. This will ensure continuity of the service for the children, young people and their families using it, whilst a formal retendering exercise takes place.

**Reason for Proposal(s)**

3. Restrictions linked to COVID-19 have prevented an appropriate tender exercise from taking place. The contract extension will allow for the necessary processes to be followed, whilst also ensuring that the opportunity to tender is accessible to all relevant interested organisations.

**Relevance to the Council Plan**

4. This service helps to sustain strong and healthy communities by providing or signposting to specialist support that enables children and young people with special educational needs and/or disabilities to realise their potential and achieve maximum independence, improving their learning and life outcomes, and helping them to contribute to the local community and workforce.

## **Background**

5. Local Authorities have a duty under the Special Educational Needs and Disability Code of Practice: 0-25 Years (SEND Code of Practice) (2014), to ensure that parents of children with special educational needs or disabilities (SEND), and young people aged 16-25 with SEND, are provided with information and advice about matters relating to their SEND, including matters relating to health and social care. Local Authorities have a duty to ensure these services are known to children, their parents and young people in their area, head teachers, proprietors and principals of schools and post-16 institutions in their area, and others as appropriate. The obligations and expectations of an Information, Advice and Support Service (IASS) are set out in Chapter 2 of the SEND Code of Practice and the standards expected of a SEND IASS can be found in the IASS Quality Standards.
6. Every Parent & Child (EPC) has provided this statutory service since implementation of the Children & Families Act (2014).

## **Main Considerations for the Council**

7. Local Authorities have a duty under the SEND Code of Practice (2014), to ensure that parents of children with SEND, and young people aged 16-25 with SEND, are provided with information and advice about matters relating to their SEND, including matters relating to health and social care.
8. The Service falls under the 'light touch' regime of the Public Contracts Regulations 2015.
9. Funding for the Service is provided via the Council's general fund. The budget for the extension will be the same as that for the current contract, at £115,500 pa.
10. The current contract began on 01.09.17 and will end on 31.08.20. The proposed extension period will run from 01.09.20 to either 31.03.21 or 31.08.21 (six months + six months).
11. The extension is being sought due to restrictions linked to COVID-19 preventing an appropriate tender exercise from taking place. The contract extension will allow for necessary procurement processes to be followed, whilst also ensuring that the opportunity to tender is accessible to all relevant interested organisations.
12. The contract may be extended under the Public Contracts Regulations 2015 Regulation 72 (c) (i), i.e. "Contracts and framework agreements may be modified without a new procurement procedure in accordance with this Part... where all of the following conditions are fulfilled: —
  - (i) the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen;
  - (ii) the modification does not alter the overall nature of the contract;
  - (iii) any increase in price does not exceed 50% of the value of the original contract or framework agreement."

### **Safeguarding Implications**

13. The nature of this service means that staff are in contact with vulnerable children and young people, and possibly vulnerable adults, during provision of contract requirements. The service is therefore subject to specific standards and targets in terms of safeguarding vulnerable young people and the contractor has responsibility for the management and control of Regulated Activity as set out within the service specification and for the purposes of the Safeguarding Vulnerable Groups Act (2006).
14. Amongst other safeguarding requirements, all staff working for the service must have a valid enhanced disclosure check regularly undertaken via the Disclosure and Barring Service (DBS). Adhesion to this requirement is checked during contract monitoring meetings. Staff are also required to be trained in Safeguarding, Child Protection and Data Protection. Any staff training undertaken is also verified during contract meetings.

### **Public Health Implications**

15. This service provides information, advice and guidance pertaining to SEND, to help ensure that the wellbeing of service users – children and young people with SEND – is addressed in terms of their educational, health and social care requirements. The service impacts positively on children and young people's employment, skills and educational opportunities, as it helps address the identified needs of children and young people in this area, including the requirements set out within individuals' Education, Health and Care Plans (EHCPs). The service supports the service user in accessing opportunities that can lead to employment, helps ensure their physical and mental wellbeing, and promotes family resilience.

### **Equalities Impact of the Proposal**

16. A predictive Equalities Impact Assessment has been completed. No negative impacts have been identified. This service complies with diversity and equal opportunities requirements.

### **Environmental and Climate Change Considerations**

17. This proposal is not expected to have significant impact on the Environment or Climate Change. The service is currently provided from Council-owned premises that are visited by service users. Many service users live locally to the service, which is in the Borough's eastern corridor. Whilst staff do sometimes visit other locations in the Borough, this is generally to attend meetings or training sessions. Physical meetings have reduced during the COVID-19 pandemic, and it is likely that this will continue post-pandemic.

### **Risks that may arise if the proposed decision and related work is not taken**

18. If the extension is not approved, the tender process could still go ahead, but the advert may not be seen by the whole market. Additionally, some interested organisations may not be in a position to tender at the current time, whilst COVID-19 restrictions are in place.

### **Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks**

19. No risks have been identified. The service will continue its provision as normal.

### **Financial Implications**

20. There are no financial implications for 2020/21 as the current annual contract cost of £115,500 will continue for the period of the extension. When the formal tender process is completed a follow-up report will be required to confirm any financial implications for 2021/22 onwards.

(Financial imps provided on 13 July 2020)

### **Legal Implications**

- 21.1 Section 111 of the Local Government Act 1972 gives a local authority power to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions.

- 21.2 The Council also has a general power of competence in section 1(1) of the Localism Act 2011. This states that a local authority has the power to do anything that individuals generally may do provided it is not prohibited by legislation. The proposed arrangements which the Council wishes to enter into and which are detailed in this report are in accordance with this power.

- 21.3 There is power under CPR 7 (Variations to Contracts) for the Council to agree variations with a contractor providing that budget is allocated for the expenditure, value for money is demonstrated and appropriate authority for the variation is in place. In addition, the variation must be implemented in accordance with the terms of the Contract (see CPR 7.1.2 to 7.1.4).

- 21.4 The Director has power to approve a variation under CPR 1.22.

(Legal imps provided on 29 June 2020)

### **Options Considered**

1. This service must be provided independently of the Council. Tendering the service at this time is considered counterproductive, as the effect of the current pandemic would limit the market.

### **Conclusions**

2. In view of the above information, it is considered that the SEND IASS contract be extended for up to one year (six months + six months).

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**Date of report:** 16.07.20

### **Appendices**

None.

### **Background Papers**

**The following documents have been relied on in the preparation of this report:**

None.

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