



## **ADVANCE 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. **AWARD OF FIRE SAFETY WORKS PACKAGE 4 CONTRACT** (Pages 1 - 30)
2. **AWARD OF THE HOUSES EXTERNAL BOROUGHWIDE SCHEME - NORTH AND SOUTH** (Pages 31 - 36)

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## London Borough of Enfield

<b>Title of Report:</b>	Operational KD Report for Award the Fire Safety Works Package 4 contract
<b>Report to:</b>	Executive Director Housing Regeneration Development: Sarah Cary
<b>Date of Report:</b>	09 May 2023
<b>Directors:</b>	Executive Director Housing Regeneration Development: Sarah Cary Director of Housing and Regeneration: Joanne Drew
<b>Report Author:</b>	Acting Investment and Resident Safety Director: Paul O'Donnell
<b>Ward(s) affected:</b>	Brimmsdown and Bullsmoor
<b>Key Decision Number</b>	KD 5620
<b>Implementation date, if not called in:</b>	30 <sup>th</sup> May 2023
<b>Classification:</b>	Part I Public

### Purpose of Report

1. To obtain approval to award one contract for Fire Safety works to eight council owned residential blocks.

## Recommendations

- I. That approval be given to award and enter into a contract with “Contractor A” for Fire Safety Works to Exeter Road (Ashcombe, Newton, Honiton and Tiverton) and Kettering Road (Keys, Welch, Woolpack and Dorset) for the contract price detailed in the confidential appendix.
- II. That approval be given for the project cost as detailed in the confidential appendix, including consultancy services, staff costs and contingency will be £7,827,060

## Background and Options

2. The HRA Capital Programme for 2023-24 is focused on the investment in our housing stock to ensure it meets building safety requirements, especially where this would impact the safety of buildings in which residents reside.
3. Given the high volume of blocks, which require fire safety works and planned timescale for completion, it was decided to separate these packages into four distinct packages, 1, 2&3, 4 and 5.
4. The project includes leasehold properties, and the section 20 process has been followed with the support of the councils Home Ownership Team.
5. Tenders were issued via the London Tenders Portal (LTP) (DN580149) following the restricted process of the Public Contract Regulations (2015) as the pre-tender estimate for the works was over threshold. This process was conducted in line with the Councils Contract Procedure Rules (CPRs) and the Public Contract Regulations (PCR) 2015.
6. The tender was evaluated based on a quality/cost split of 60/40.
7. The scope of works includes:
  - a. Fire Compartmentation works and firestopping
  - b. Soil Stack Replacement
  - c. Replacement/Installation of Evacuation system
  - d. Replacement/Installation of Fire Alarm System
  - e. Communal Door Replacement
  - f. Upgrade of Communal Decorations and Flooring

These works will also address any other actions identified by the fire risk assessment or development of the building safety case report as required by the Building Safety Regulator.

8. The contract specification and scope of works has been produced by a specialist consultancy, Pellings LLP, following detailed surveys of the blocks.
9. These new agreements are designed to bring additional benefits to both residents and the wider Enfield community through social value initiatives

built into the contract. Accordingly, tenderers were required to submit an offer detailing their social value commitments as part of their quality submission at ITT stage.

10. The form of contract will be JCT Intermediate Building Contract 2016 with Contractors Design (JCT ICD 2016).

11. Consideration was given to an alternative option to deliver the works alongside that chosen; these can be summarised as follows:

- a. A single contract for all Fire Safety Works to blocks across the borough

12. Single Long-Term Contract

- a. This approach is used within the sector but usually for regular works e.g. decency components and has benefits including management input i.e. a single relationship to manage. However, the key factors that led to its rejection are below:
  - i. Failure or poor performance is systemic and provides a major risk for the Council
  - ii. Only Major Contractors have the capacity to tender for these works and therefore competition is limited and capacity or even Major Contractors for this volume of works would be limited
  - iii. The potential involvement of Small/Medium Enterprises (SMEs) is limited to working for the Main Contractor reducing local opportunities

### **Preferred Option and Reasons for Preferred Option**

13. The preferred option was to group the blocks geographically into 4 packages which are large enough to maintain supplier appetite in a competitive market, whilst limiting risk of non-delivery of council objectives due to poor performance.

14. Officers considered that this option provides the optimum solution because:

- a. Having 3-4 contractors reduces the impact of failure or poor performance (across all 4 packages – 1 is in the scope of this Key Decision)
- b. The Council's delivery team and structure is ideally suited to this scale of Contract
- c. The size of the contract enables smaller SMEs to tender
- d. The Council's experience in working with SMEs to deliver this type of work has been mixed, but the experience gained would enable identification of high performing contractors.

### **Relevance to Council Plans and Strategies**

15. The contract will support the following objectives from the Council Plan:

- a. **More and better homes:** the programme will improve the quality and safety of existing homes and therefore positively impact on the wellbeing and quality of life for our residents.
- b. **Sustain healthy and safe communities:** improving the existing homes where people desire to live will help to create and maintain healthy and confident communities.
- c. **An economy that works for everyone:** ensuring residents can fully participate in activities within their neighbourhood.

### **Financial Implications**

16. This report is requesting approval to award and enter into a contract with "Contractor A" for Fire Safety Works to Exeter Road (Ashcombe, Newton, Honinton and Tiverton) and Kettering Road (Keys, Welch, Woolpack and Dorset).
17. To approve a total estimated project budget of £7.83m which includes contract sum, consultancy fees, 1.4% staff costs and 20% client contingency.
18. The full implications of the project can be found in the confidential appendix.

### **Legal Implications**

*(ZS 13<sup>th</sup> April 2023)*

19. Under the Regulatory Reform (Fire Safety) Order 2005 (RRO), the Council as landlord has a duty to take general fire precautions and to carry out (and regularly review) a fire risk assessment and as a result to put in place measures to remove, or reduce, so far as is reasonable, risk from fire or the spread of fire.
20. The Building Safety Act 2022 (BSA 2022) which was enacted on 28 April 2022 established a regime on fire safety with emphasis on "higher risk buildings" and it is intended to complement the RRO 2005 and the Housing Act 2004. The BSA 2022 created, amongst others, (i) obligations on the management of building safety risks in occupied higher risk buildings; and (ii) new roles and responsibilities during the occupation of a higher risk building on Accountable Persons. Under Part 4 of the BSA 2022, building safety risk is a risk to the safety of people in or about the higher risk building arising from the spread of fire and structural failure. Higher risk buildings for the purpose of Part 4 of the BSA 2022 is a building that is at least 18 metres in height or has at least 7 storeys and contains at least two residential units and an Accountable Person is the person responsible for building safety risks when a building is occupied. The Council will be an Accountable Person under the BSA 2022 for its housing stock that fall within the relevant legislation.
21. Commons parts and non-residential part of higher risk buildings and buildings that do not fall within the definition of higher risk buildings will

continue to be subject to the RRO 2005. Accordingly, the recommendations in this report will enable the Council to meet its duties under the RRO 2005, the Housing Act 2004 and the BSA 2022.

22. Additionally, 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 its functions. Further, the Council has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may generally do provided it is not prohibited by legislation. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.
23. The contract value is above the threshold for public works contracts (currently £5,336,937 inclusive of VAT) under the Public Contracts Regulations 2015 (PCR 2015). The Council must comply with the Public Contracts Regulations 2015 and its Constitution (in particular, the Contract Procedure Rules) in the procurement of the Services. The Council must further ensure that it complies with its obligations regarding best value in accordance with the Local Government Act 1999. By carrying out a competitive tender after publishing a contract notice, the procurement process was carried out in accordance with the PCR 2015 and the Council's Contract Procedure Rules.
24. The Key Decision process under the Constitution must be followed as the contract value is above the Key Decision threshold of £500,000. The contract must be in a form approved by Legal Services for and on behalf of the Director of Law and Governance and it must be executed under seal.
25. The CPRs provide that where the value of the contract is one million pounds and above, contractors must be required to provide sufficient security in one of the forms outlined in CRP 7.3. If the contractor cannot provide such security, the Executive Director of Resources must approve such a decision, with reasons and risk mitigation measures set out in the relevant authority report, prior to the contract award.

### **Equalities Implications**

26. An Equality Impact Assessment has been undertaken and is appended to this report.
27. The works will be delivered to the social housing blocks described above and will benefit residents irrespective of the protected characteristics of the residents.
28. People with disabilities will be profiled by the Contractors Resident Liaison Officer (RLO) and necessary adaptations to the fire alarm mechanism will be installed in individual properties e.g. vibrating pillows or flashing alarms.

29. Development of disabilities following the completion of the works and any required adaptations will be managed under the council's existing aids and adaptations referrals process. The terms and conditions of the contract will require adherence with the Equalities Act and contractors will be required to share their Equality Diversity and Inclusion policy to assure the council of their recruitment policies.
30. Engagement with residents will be undertaken by the Contractor in accordance with their processes for resident engagement and liaison which were evaluated as part of their tender submission which will be adapted according to the profile of the resident e.g. vulnerability, language spoken.

### **Environmental and Climate Change Implications**

31. The Contractors' offer includes several environmental commitments that will be delivered to the Council including related to waste management, recycling and carbon reduction. Contractors will use local suppliers where possible to minimise the carbon footprint of deliveries.

### **Public Health Implications**

32. The works will improve the living conditions of those residents that receive works. This aligns with the provisions of the Enfield Joint Health and Wellbeing Strategy, which refers to the importance of housing quality as a determinant of health.
33. The contractors will be completing works in-line with the government's Covid Secure and CLC guidelines. They are required to provide a detailed method statement and risk assessment for each activity and the Council, and its advisors will review and comment on these prior to the commencement of works.

### **Property Implications**

34. HRA property implications: these are to be found within the main body of this report
35. Corporate property implications: none

### **Safeguarding Implications**

36. The works will require Contractors to enter resident's homes and therefore the Contract Documents require Disclosure & Barring Services (DBS) and adherence with the Council's Safeguarding Policy.
37. 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 the processes adopted by the Contractors. Evaluation of the Contractors offer in this area are a component of the qualitative evaluation.



## Procurement Implications

38. The procurement was undertaken using the London Tenders Portal ref DN580149 using the Find a Tender Service. The procurement was carried out on behalf of the Council by Echelon Consultancy Limited.
39. As the procurement was undertaken by Echelon Consultancy Limited, it was not led by Procurement Services. This procurement appears to have been carried out in accordance with the Council's Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015). Ultimate accountability for compliance lies with Echelon Consultancy Limited.
40. As the contract is over £500k, the service must ensure that sufficient security has been considered to manage risk. Evidence of the form of security required, or why no security was required, must be stored and retained on the E-Tendering Portal for audit purposes.
41. 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 arrangements for the future management of the contract. The award of contract must be published on Find a Tender and Contracts Finder to comply with and the Public Contracts Regulations and the Government's transparency requirements.

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**Report Author:** Paul O'Donnell  
Acting Investment and Resident Safety Director  
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**Appendices:** Appendix 1: Restricted Appendix  
Appendix 2: Equality Impact Assessment

### Background Papers:

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

- Tender Report from Pellings LLP (Confidential)

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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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## Enfield Equality Impact Assessment (EqIA)

### Introduction

The purpose of an Equality Impact Assessment (EqIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EqIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EqIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected eg equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups you consulted and their views. Consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EqIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

## Section 1 – Equality analysis details

<b>Title of service activity / policy/ strategy/ budget change/ decision that you are assessing</b>	<b>To award works contracts for Fire Safety Works to council owned residential blocks.</b>
<b>Team/ Department</b>	<b>Major Works – Council Housing – Place</b>
<b>Executive Director</b>	<b>Sarah Cary</b>
<b>Cabinet Member</b>	<b>N/A</b>
<b>Author(s) name(s) and contact details</b>	<b>Paul O'Donnell</b>
<b>Committee name and date of decision</b>	<b>N/A</b>

<b>Date the EqIA was reviewed by the Corporate Strategy Service</b>	<b>31.03.2023</b>
<b>Name of Head of Service responsible for implementing the EqIA actions (if any)</b>	<b>TBC</b>
<b>Name of Director who has approved the EqIA</b>	<b>Paul O'Donnell</b>

The completed EqIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EqIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.

## Section 2 – Summary of proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

**Please summarise briefly:**

What is the proposed decision or change?

What are the reasons for the decision or change?

What outcomes are you hoping to achieve from this change?

Who will be impacted by the project or change - staff, service users, or the wider community?

The proposed decision is to award works contracts for Fire Safety Works to council owned blocks. These works will impact residents by improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures including:

- Fire Compartmentation works and firestopping
- Soil Stack Replacement
- Replacement/Installation of Evacuation system
- Replacement/Installation of Fire Alarm System
- Communal Door Replacement
- Upgrade of Communal Decorations and Flooring

## Section 3 – Equality analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (eg people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

**Detailed information and guidance on how to carry out an Equality Impact Assessment is available [here](#). (link to guidance document once approved)**



**Age**

This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.

Will the proposed change to service/policy/budget have a **differential impact positive** on people of a specific age or age group (e.g. older or younger people)?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of age and where necessary adaptations will be made.

Development of disabilities or changing needs, due to age, following the completion of the works and any required adaptations will be managed under the council's existing aids and adaptations referrals process.

**Mitigating actions to be taken****Disability**

A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.

This could include: physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness, substance abuse or other impairments.

Will the proposed change to service/policy/budget have a **differential impact positive** on people with disabilities?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact, these works will improve the fire safety systems existing in the building. People with disabilities, including families with children and young people who have Special Education Needs and Disabilities will be profiled by the Contractors Resident Liaison Officer (RLO) and necessary adaptations to the fire alarm mechanism will be installed in individual properties (e.g. vibrating pillows or flashing alarms). Development of disabilities or changing needs following the completion of the works and any required adaptations will be managed under

the council's existing aids and adaptations referrals process.

**Mitigating actions to be taken**

**Gender Reassignment**

This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on transgender people?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of their gender identity.

**Mitigating actions to be taken**

**Marriage and Civil Partnership**

Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people in a marriage or civil partnership?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through

upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of their marital or civil partnership status.

**Mitigating actions to be taken**

**Pregnancy and maternity**

Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on pregnancy and maternity?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of whether they are pregnant or expecting a baby

**Mitigating actions to be taken**

**Race**

This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people of a certain race?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of their race.

**Mitigating actions to be taken**

**Religion and belief**

Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who follow a religion or belief, including lack of belief?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of religious belief.

**Mitigating actions to be taken**

**Sex**

Sex refers to whether you are a female or male.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on females or males?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of their sex.

**Mitigating actions to be taken**

**Sexual Orientation**

This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with a particular sexual orientation?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all residents living in the block, regardless of their sexual orientation.

**Mitigating actions to be taken**

**Socio-economic deprivation**

This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who are socio-economically disadvantaged?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of the blocks through upgrading or installation of new active and passive fire safety measures, this will support all leaseholders or tenants living in the block.

**Mitigating actions to be taken.**

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## Section 4 – Monitoring and review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

The project manager within the service will be responsible for managing the contractor and ensuring they undertake their responsibilities as per the contract, including delivering the works as per the specification. People with disabilities will be profiled by the Contractors Resident Liaison Officer (RLO) and necessary adaptations to the fire alarm mechanism will be installed in individual properties (eg vibrating pillows or flashing alarms). Development of disabilities following the completion of the works and any required adaptations will be managed under the council's existing aids and adaptations referrals process. The contract will also include all responsibilities under the Equalities Act 2010 as statutory obligations in relation to how they treat residents and employees.

Engagement with residents will be undertaken by the Contractor in accordance with their processes for resident engagement and liaison which were evaluated as part of their tender submission which adapt process according to the profile of the resident (e.g. vulnerability, language spoken).

## Section 5 – Action plan for mitigating actions

Any actions that are already completed should be captured in the equality analysis section above. Any actions that will be implemented once the decision has been made should be captured here.

Identified Issue	Action Required	Lead officer	Timescale/By When	Costs	Review Date/Comments
EDI Policy to be provided by the Contractor	The Contractor will be required to submit their Equality Diversity and Inclusion policy to the council	Bini Shah	Pre-Contract Meeting	None	TBC
Adaptations to the systems for residents with disabilities	People with disabilities will be profiled by the Contractors Resident Liaison Officer (RLO) and necessary adaptations to the fire alarm mechanism will be installed in individual properties (eg vibrating pillows or flashing alarms).	Paula Sterling Lawless	Contract Completion	To be Confirmed by the contractor	TBC



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## London Borough of Enfield

<b>Title of Report:</b>	Operational KD Report for the Award of the Houses External Boroughwide Scheme – North and South
<b>Report to:</b>	Executive Director Housing Regeneration Development: Sarah Cary
<b>Date of Report:</b>	06 <sup>th</sup> April 2023
<b>Directors:</b>	Executive Director Housing Regeneration Development: Sarah Cary Director of Housing and Regeneration: Joanne Drew
<b>Report Author:</b>	Acting Investment and Resident Safety Director: Paul O'Donnell
<b>Ward(s) affected:</b>	Borough-wide/All
<b>Key Decision Number</b>	KD 5620
<b>Implementation date, if not called in:</b>	30 <sup>th</sup> May 2023
<b>Classification:</b>	Part I Public

### Purpose of Report

1. To obtain approval to award two contracts for the Houses External Boroughwide Scheme – North and South.

### Recommendations

- I. That approval be given to award and enter into a one year contract, with an option to extend the contract term by up to 12 months, solely at the council's discretion, with "Breyer Group" for Houses External Boroughwide Scheme North and "Lura Construction" for Houses External Boroughwide Scheme South for the contract price detailed in the confidential appendix.
- II. That approval be given for the contingency sum detailed in the confidential appendix. The total project cost, and 1.4% staff costs will be £7,098,000.00.

## **Background and Options**

2. The HRA Capital Programme 23-24 is focused on the investment in our housing stock to ensure it meets decency standards. Improvements to roofing and rainwater goods, such as guttering and downpipes has been identified as a key workstream to improve decency and reduce the risk of damp due to leaks.
3. This scheme focuses on the replacement and repair of roofing and rainwater goods to Houses with provisions for energy efficiency improvements.
4. The project does not include leasehold properties, and the section 20 process does not apply.
5. Tenders were issued via the London Tenders Portal (LTP), Project Information Ref - DN653640, to five contractors with a proven track record of delivery in this area. All five contractors returned a tender.
6. The tenders were evaluated based on a quality/cost split of 55/45.
7. The scope of works includes:
  - a. Surveys and designs
  - b. Replacement or refurbishment of roofing and rainwater goods of the house
  - c. Additional ancillary works required
  - d. Provision for energy improvement works including external wall insulation, solar panels and loft insulation.
8. This scope does not include the replacement of windows and doors as these will be delivered under a separate package of works due to the difference in the scale of the works required.
9. The form of contract will be JCT Measured Term Contract (MTC) 2016.

## **Preferred Option and Reasons for Preferred Option**

10. Consideration was given to delivering all works via a single contract, however due to the volume of works required it was considered that the award of two contracts would reduce risks around possible future labour shortages, supply chain performance and the impact of non-delivery.
11. In terms of procurement options there were two main routes for consideration:
  - a) Use of a suitable consortia framework agreement, with appointment via direct award or mini tender.
  - b) Unilateral tendering of a bespoke contract utilising either the open or restricted process.
  - c) Tendering of two contracts (JCT MTC 2016) to invited bidders with a proven tracker record, in line with the councils CPRs.
12. Using a framework can save time and money, while still delivering a service specified to local requirements. Under this route 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. However, this option was discounted as the volume of these works would attract a large framework levy cost and the contract is for relatively low complexity works where a framework contract would not reduce risk.

13. Unilateral tendering utilising either the open or restricted process opens the opportunity to tender to a wider group of bidders, however, is more costly and time consuming than inviting known bidders.
14. Tendering two contracts and using standard JCT contracts is the preferred approach as this allows the selection of a group of bidders with a known track record and allows procurement timescales and resources to be reduced.

### Relevance to Council Plans and Strategies

15. The contract will support the following objectives from the Council Plan:
  - a. **More and better homes:** the programme will improve the quality and safety of existing homes and therefore positively impact on the wellbeing and quality of life for our residents.
  - b. **Sustain healthy and safe communities:** improving the existing homes where people desire to live will help to create and maintain healthy and confident communities.
  - c. **An economy that works for everyone:** ensuring residents can fully participate in activities within their neighbourhood.

### Financial Implications

*(Legal implications provided by Head of Finance – HRA Claire Eldred on 02.05.23 based on a report circulated on 06 April 2023 16:35).*

#### Summary

16. This report is requesting for approval to award the Houses External Boroughwide Scheme (North and South) and to enter into a works contract with Lura Construction for the South and Breyer Group for the North.
17. To approve a total estimated project budget of £7.98m which includes contract sum £7m (£3.5m per contract), and 1.4% staff costs.

#### Capital budget impact

18. As part of the approved capital programme agreed at Council in February 2023, a budget of £24.1m was allocated for Decency. The External Boroughwide scheme is included within this approved budget.
19. The table below shows the breakdown of the costs and how the project will be funded:

Capital C300612	Capital Budget
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<i>Expenditure:</i>	£m
Contract Sum	7.00
1.4% Staff Costs	0.98
<b>Total project cost</b>	<b>7.98</b>
<i>Funded by:</i>	
Major repairs reserve	7.98
<b>Total funding</b>	<b>7.98</b>

20. The budget request included within this report will be funded from the HRA Major Repairs Reserve (current balance £12m) and will not impact the borrowing requirement. The costs are included within the HRA 30-year Business Plan.
21. The consultancy fees have not been agreed and will be approved at a later stage. The works will be delivered over the next two financial years.
22. A financial assessment has been completed on both contractors. Breyer Group and Lura Construction both met the financial criteria, and the contractors will be monitored on the Equifax credit software. The Equifax report for Lura Construction has highlighted that the contractor has sufficient stability to undertake contracts up to £2m, and this contract is for £3.5m. A performance bond for 10% of the annual contract value will be in place with a 5% retention allowance. The contractors will be paid for completed work in arrears.

#### *Revenue budget impact*

23. There will be no impact on the revenue budget.

#### *Borrowing impact*

24. There will be no borrowing requirements for this project as the project is fully funded from the Major Repairs Reserve and leaseholders

#### *Risks*

25. This contract is based on a maximum value of works of £3.5m, works are instructed based on the number of properties that require the works, this enables the contract to be flexible.

#### **Legal Implications**

*(Legal implications provided by Senol Mustafa (Project Lead Lawyer – Contracts) on 140423 based on a report circulated on 06 April 2023 16:35)*

26. The Council has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation and subject to Public Law principles. This power encompasses the power to enter into contracts. In addition, section 111 of the Local Government Act 1972 permits local authorities to do anything which

is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.

27. The proposals set out in this report represents a key decision and so all procedures for the taking of key decisions must be observed in accordance with Enfield Council's Constitution.
28. There are two contracts proposed to be awarded and each individual contract value is below the financial threshold for the full application of the Public Contracts Regulations 2015 (PCR 2015). As such the council is required to observe their own Contract Procedure Rules (CPRs) for the award of these contracts rather than the PCR 2015. For contracts above £500,000 but below the financial threshold the CPRs require a minimum of 5 quotes to be received and where possible two of the quotes should be from local suppliers.
29. CPR 7.2 provides that for contracts of £1,000,000 and over the Supplier must be required to provide sufficient security. CPR 7.3 sets out what form sufficient security can take, and these include Parent company Guarantees and Performance Bonds.
30. The Council must ensure value for money in accordance with the overriding Best Value Principles under the Local Government Act 1999.

### **Equalities Implications**

31. An Equality Impact Assessment has been undertaken and appended to this report.
32. The works will be delivered boroughwide to various social housing houses and will benefit residents irrespective of the protected characteristics of the residents.
33. People with disabilities will be profiled by the Contractors Resident Liaison Officer (RLO) and necessary adaptations will be made where required.
34. Development of disabilities following the completion of the works and any required adaptations will be managed under the council's existing aids and adaptations referrals process. The terms and conditions of the contract will require adherence with the Equalities Act and contractors will be required to share their Equality Diversity and Inclusion policy to assure the council of their recruitment policies.
35. Engagement with residents will be undertaken by the Contractor in accordance with their processes for resident engagement and liaison which were evaluated as part of their tender submission which will be adapted according to the profile of the resident e.g. vulnerability, language spoken.

### **Environmental and Climate Change Implications**

36. The Contractors' offer includes several environmental commitments that will be delivered to the Council including related to waste management, recycling

and carbon reduction. Contractors will use local suppliers where possible to minimise the carbon footprint of deliveries.

### **Public Health Implications**

37. The works will improve the living conditions of those residents that receive works. This aligns with the provisions of the Enfield Joint Health and Wellbeing Strategy, which refers to the importance of housing quality as a determinant of health.
38. The contractors will be completing works in-line with the government's Covid Secure and CLC guidelines. They are required to provide a detailed method statement and risk assessment for each activity and the Council, and its advisors will review and comment on these prior to the commencement of works.

### **Safeguarding Implications**

39. The works will require Contractors to enter resident's homes and therefore the Contract Documents require Disclosure & Barring Services (DBS) and adherence with the Council's Safeguarding Policy.
40. 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 the processes adopted by the Contractors. Evaluation of the Contractors offer in this area are a component of the qualitative evaluation.

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**Appendices:** Appendix 1: Restricted Appendix  
Appendix 2: Equality Impact Assessment

### **Background Papers**

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

- Houses External Tender Award Report produced by the Enfield Commercial and Procurement Manager