



London Borough of Enfield

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| Report Title: | Operational KD Report for the Award of a Fire Remedial Works Contract (Housing Compliance) |
| Report to: | Strategic Director of Housing and Regeneration – Joanne Drew |
| Date of Report: | January 2024 |
| Cabinet Member: | Cllr Savva – Cabinet Member for Social Housing |
| Directors: | Strategic Director of Housing and Regeneration: Joanne Drew |
| Report Author: | Service Director Council Homes: Andrew Cotton Andrew.cotton@enfield.gov.uk |
| Ward(s) affected: | Borough-wide/All |
| Key Decision Number | KD5638 |
| Classification: | Part 1 & 2 (Para 3) |

Purpose of Report

1. To obtain approval to award a contract for Fire Remedial Works to address actions arising from Fire Risk Assessments carried out in council properties.

Recommendations

- I. Approval be given to award and enter into a contact with “Contractor A” for Fire Remedial Works (Housing Compliance) for up to 4 years for the contract price detailed in the confidential appendix.
- II. Approval be given for the total budget detailed in the confidential appendix

Background and Options

2. As a landlord, the Council has statutory duties as landlord under primary legislation (such as The Health and Safety at Work (etc) Act 1974, The Regulatory Reform Fire Safety Order 2005, The Fire Safety Act 2021 and Building Safety Act 2022), to manage the risk of harm to residents arising from fire. Within council homes clocks are inspected regularly through a Fire Risk Assessment (FRA) process, which identifies remedial works required to improve the safety of homes. This contract covers the works detailed below:

- Compartmentation works - block fire safety compartmentation repairs and maintenance to ensure the building is able to contain the spread of smoke and flames in the compartment where a fire first starts allowing the fire escape routes to be clear for safe evacuation. This includes all related works to any and all associated areas and building structures including but not limited to:
 - Roof and loft spaces (including ceiling spaces)
 - Windows including spandrel panels and under window infill panels
 - Doors (including balcony doors, store doors, and flat front doors)
 - Walls (including concrete, brickwork, pointing, render, cladding, hanging tiles, etc)
 - Fire stopping of compartment penetrations and breaches including walls, ceilings and floor slabs, between dwelling flats and communal areas or service risers
 - Installation of fire breaks within landlord-controlled areas
- Installation of new fire door sets to communal and landlord areas
- Repair, maintenance and/or inspection of fire door sets to flat front entrance doors, communal and landlord areas including but limited to door closers, door selectors, glazing replacement, floor spring, bolts and locks, letter boxes, cold smoke seals, intumescent strips and name and sign plates.
- Lock changes to existing fire door sets
- Installation of new or replacement of, building information; building safety; fire evacuation and wayfinding signage
- Paint application (fire upgrading)
- Maintenance and repair of waste chutes, hoppers and bin chambers

- Installation, upgrade and/or repair of emergency lighting
 - Installation, upgrade and/or repair of automatic fire detection
 - Installation, upgrade and/or repair of dry risers, fire suppression systems, automatic smoke vents and other fire fighting equipment
 - Any other block fire safety related repair, maintenance or replacement
 - Fire Risk Assessments and Fire Risk Assessment Action plans (recommended secondary delivery route to provide resilience if delivery issues experienced)
3. This contract undertakes works, with some services elements, to improve the fire safety of council homes.
 4. The contract delivers services to communal areas of blocks with leaseholders and therefore the section 20 process applies. This report authorises the award of this contract subject to the Section 20 observation period, any relevant observations following leaseholder notices will be referred to the decision maker of this report ahead of contract award.
 5. The pre-tender estimate for these works was under the Public Contract Regulation (PCR) threshold, and therefore in accordance with the councils contract procedure rules an invited process was followed.
 6. Tenders were issued via the London Tenders Portal (LTP) Project Information Ref – DN691652 from a select list. The process includes a minimum requirements questionnaire which ensures bidders are suitably competent and experienced in works element. The tender submissions of the compliant bidders have been evaluated in line with the process set out in the Invitation to Tender.
 7. The tenders were evaluated based on a quality/cost split of 50/50.
 8. The form of contract will be JCT Measured Term Contract (MTC), which has been tendered on a schedule of rates to allow for the flexibility of increased or decreased volumes as stock levels change

Preferred Option and Reasons for Preferred Option

9. It was considered whether this contract should be split geographically to award 2 contracts in the borough, however this was discounted to ensure the contract size was desirable to the market and the volume of work could ensure borough presence.
10. In terms of procurement options there were three main routes for consideration:
 - a) Use of a suitable consortia framework agreement, with appointment via direct award or mini tender.
 - b) Unilateral tendering utilising the open process.
 - c) Tendering the opportunity to a select list of bidders following market engagement.

11. 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, the section 20 implications of framework routes can mean this route is open to challenge by leaseholders and contributions may be at risk.
12. Unilaterally tendering a contract allows clients to create bespoke documentation designed to fit its requirements. This approach also opens the opportunity to tender to a wider group of bidders however it is more costly and time consuming to evaluate an unlimited number of bids. In this instance as the contract is estimated at under the PCR threshold open advert to the market is not required.
13. The options of open and restricted processes are either a two stage (restricted) or an one stage (open) process. Both the open and restricted processes are initially open to the whole market, with the restricted process having two stages where all interested bidders submit a SSQ and are shortlisted before being invited to tender. The open process was chosen as it minimises the timescales of the procurement process.
14. As the estimated value of the contract was under the PCR threshold the councils contract procedure rules as an invited process to be run, where at least 5 selected tenderers can be invited. This process was chosen as it minimises the timescales of the procurement process and limits the number of responses which can be resource intensive to evaluate.
15. Tendering a contract using the JCT Measured Term Contract is the preferred approach as this allows the council to flex the quantities of each services ordered according to the changes in the number of homes over the 4-year term.

Relevance to Council Plans and Strategies

16. 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

17. This report is requesting for approval to award and enter into contract with "Contractor A" for Fire Remedial Works (Housing Compliance)

18. To approve a total estimated budget of £4.4m.
19. The full implications of the project can be found in the confidential appendix

Legal Implications

20. Under the Regulatory Reform (Fire Safety) Order 2005 (RRO 2005), 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. The Council further has the power to alter, repair or improve its housing stock in accordance with section 9 of the Housing Act 1985. The Fire Safety Act 2021 which amended the RRO 2005 provides that all responsible persons (i.e. the relevant duty-holder) for multi-occupied residual buildings must manage and reduce the risk of fire for entrance doors to individual flats that open into common parts.
21. The Building Safety Act 2022 (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.
22. 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 and the BSA 2022.
23. In issuing orders under the measured term contract, officers must be mindful of the new duties under the BSA 2022 (as they relate to any works on higher risk buildings) and under the Building Regulations (Amendment)(England) Regulations 2023 (Building Regulations). The Building Regulations, which came into effect on 1 October 2023, applies to all building works and includes the duty on the client to make suitable arrangements for planning, managing and monitoring a project to ensure compliance with all relevant requirements under the Building Regulations.
24. The Council must ensure that it complies with its obligations regarding best value in accordance with the Local Government Act 1999. The Council is also required to act in accordance with the Public Sector Equality Duty under section 149 of the Equality Act 2010 (PSED) and

have due regard to this when carrying out its functions. It is noted that an equalities impact assessment has been carried out by officers. It is advised that this is regularly reviewed, updated and considered throughout the contract period to ensure that the Council meets the PSED.

25. As the controller of the personal data of residents to be processed under the contracts, the Council must ensure that the contractors, as processors of the personal data of residents, have provided sufficient guarantees to implement appropriate technical and organisational measures and have privacy notices to meet the requirements of the UK GDPR. Further, the contract must include the mandatory contractual clauses under article 28 of the UK GDPR.
26. The Council's Contract Procedure Rules (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.
27. The contracts must be in a form approved by Legal Services on behalf of the Director of Law and Governance and must be executed under seal.
28. This report contains an exempt appendix setting out details of the bidder recommended by officers.

Equalities Implications

29. An Equality Impact Assessment has been undertaken and appended to this report. It has been assessed that this contract will have no significant impact on those with protected characteristics.
30. The works will be delivered boroughwide to various communal areas and will benefit residents irrespective of the protected characteristics of the residents.
31. The works may require access to residents properties. The successful contractor will be required to ensure all operatives will be fully briefed in line with the council's safeguarding policy. 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.
32. 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

33. The Contractors' social value offer includes employment opportunities, charitable donations, apprenticeship roles and local supply chain spend commitments.
34. The contractor will be required to comply with the minimum requirements of the council sustainable and ethical procurement policy.
35. Environmental Sustainability also form part of the contract including ISO:14001-certification and 100% local supply chain to minimize carbon impact. The contractor also commits to refurbishment of community spaces which will promote tree plantation (proven track record of delivery is described by the contractors quality response) and other positive steps to invest in local spaces.

Public Health Implications

36. 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.
37. 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

38. The majority of the works within this contract will be undertaken in communal areas of housing blocks however the all contractor representatives will require Disclosure & Barring Services (DBS) and to adhere to the Council's Safeguarding Policy when entering homes.

Procurement Implications

39. The procurement was carried out on behalf of the Council by Echelon Consultancy Limited. As the procurement was not led by Procurement Services, ultimate accountability for procurement compliance lies with Echelon Consultancy Limited.
40. As the contract is over £1,000,000 the supplier must be required to provide sufficient security in accordance with Clause 7 (Financial Security) of the Councils Contract Procedure Rules.
41. The service must ensure that authority to procure has been obtained and must be uploaded onto the London Tenders Portal.
42. The procurement and award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the

uploading of the executed contract must be undertaken on the London Tenders Portal including future management of the contract.

43. As this contract will be over £500,000, the CPR's state that the contract must have a nominated contract manager in the Council's e-Tendering portal. Contracts over £500,000 must show evidence of contract management of KPI's to ensure VFM throughout the lifetime of the contract. The contract will be managed in line with the Contract Management Framework and evidence of robust contract management, including, operations, commercial, financial checks (supplier resilience) and regular risk assessment shall be uploaded into the Council's e-Tendering portal.
44. The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

Leasehold Services Implications

45. In accordance with the section 20 consultation, a Notice of Intention schedule 4.1 for Passive Fire was served 10th July 2023 and expired 8th August 2023. Notice of Proposal is the next stage and will be issued in compliance with the consultation requirements.

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Appendices: Appendix 1: Restricted Appendix (Confidential)
Appendix 2: Equality Impact Assessment

Background Papers

None