

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER CABINET URGENT ACTION PROCEDURE

DECISION OF:

Cllr Doug Taylor
Leader of the Council on behalf of
Cabinet

REPORT OF:

Ian Davis Executive
Director – Regeneration &
Environment

Agenda – Part: 1

KD Num: 4511/U200

**Subject: Letter of Assurance from the
Council, as sole shareholder, to Enfield
Innovations Limited**

Wards: Chase, Town and Turkey Street

Contact officer and telephone number: Rupert Brandon 020 8379 2843

E mail: rupert.brandon@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 Enfield Innovations Limited (EIL) is a wholly owned Council company. The Council is therefore the sole shareholder.
- 1.2 EIL is currently being audited and needs to submit its accounts to the Council by 19th May 2017 in order that they can be consolidated by the Council's Corporate Finance Team.
- 1.3 The report is submitted for urgency and is being taken under the Rule 15 procedure and the Cabinet Urgent Action Procedure. The reasons for urgency are set out in the part 2 report.

2. RECOMMENDATIONS

- 2.1 The Leader is asked to agree, under the Cabinet urgent action procedure to sign a letter of assurance on behalf of the Council as the EIL sole shareholder as set out in the part 2 report.

3. BACKGROUND

- 3.1 EIL is a wholly owned by Enfield Council. Its remit is to provide housing in the private rented sector by working in conjunction with the Council.
- 3.2 EIL is currently being audited ahead of submitting its accounts to the Council. These accounts have to be consolidated by the Council need to be submitted by 19th May 2017.
- 3.3 This decision is being taken using the Cabinet Urgent Action process and the Council's Rule 15 urgency procedure as there was not time to include the decision on the key decision list giving the usual 28 days' notice, or wait for the next Cabinet meeting on 21 June 2017. It will be subject to the normal 5 day call in process. Further details in the part 2 report.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 See Part 2 report.

5. REASONS FOR RECOMMENDATIONS

- 5.1 EIL has to ensure it can submit its audited accounts on time to the Council.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

See Part 2 report.

6.2 Legal Implications

See Part 2 report.

6.3 Property Implications

See Part 2 report.

7. KEY RISKS

See Part 2 report.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

The provision of new affordable housing helps tackle inequality and access to decent housing.

8.2 Growth and Sustainability

Housing development contributes to this priority by building stronger and sustainable futures for our residents.

8.3 Strong Communities

The provision of new housing helps people find accommodation for the first time or to move elsewhere within in the local community. This will help contribute to ongoing stability for Enfield residents by having continuity of local residency.

9. EQUALITY IMPACT IMPLICATIONS

Not applicable.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

Not applicable.

11. HEALTH AND SAFETY IMPLICATIONS

None

12. PUBLIC HEALTH IMPLICATIONS

Not applicable.

Background Papers

None

MUNICIPAL YEAR 2016/2017 REPORT NO.

MEETING TITLE AND DATE:

Operational decision of Director of Health, Housing & Adult Social Care and Director of Finance and Corporate Resources

REPORT OF:

Head of People,
Procurement and
Commissioning Hub

Agenda – Part: 1

Item:

Subject: Future residential care services at Parkview House

Wards:

Key Decision No: 4312

Cabinet Member consulted:

Alev Cazimoglu
Dino Lemonides

Contact officer and telephone number: Iain Hart

E mail: iain.hart@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 In May 2013 Cabinet Members agreed a Portfolio decision under KD 3558 to award an interim block contract to Sanctuary Care for residential care services for people with dementia at Parkview House. This followed unsuccessful efforts to secure an alternative provider after the previous operator, Richmond Fellowship, decided to cease providing services after making a strategic decision to withdraw from the dementia care market.
- 1.2 Longer term options for the Parkview House site have been evaluated consistent with the above key decision. Trading conditions in the care homes sector continue to be difficult. Enfield Council officers and Sanctuary Care discussed the future potential for the site.

2. RECOMMENDATIONS

- 2.1 ? The Directors of Health, Housing and Adult Social Care and Finance and Corporate Resources are invited to note the content of this report and the recommendations detailed in the part 2 report.

3. BACKGROUND

- 3.1 Enfield Council is the freehold owner of Parkview House, a residential care home consisting of 45 beds for people with dementia. The building is owned leased to Sanctuary Housing Association (Sanctuary HA) who have full repair and maintenance responsibility. A 150 year lease exists between the parties, commencing 13th March 1992 and under which Sanctuary HA pay a nominal amount of ground rent annually in advance which is subject to review.

- 3.2 Care services are currently provided under a block contract between the Council and Sanctuary Care, a subsidiary of Sanctuary HA.
- 3.3 Sanctuary Care became the provider at Parkview House subsequent to KD 3558: following the decision by Richmond Fellowship, the previous provider, to cease providing services at the home following a strategic review of its activities. Richmond Fellowship itself had become the provider at Parkview in 2011 following a merger with the original provider, 2Care.
- 3.4 Care Services for Parkview House had previously been tendered alongside those at Honeysuckle House in a joint procurement programme in accordance with the Council's Contract Procedure Rules. The invitation to tender included commissioning objectives to develop dementia care services to include respite provision and seek proposals from the market for improving the building environment. The procurement was not successful, leading to Cabinet's decision under KD 3558 (also under KD 3558 in April 2013) to negotiate directly with interested parties.
- 3.5 Enfield Council and Sanctuary Care met to discuss future options for Parkview House and the possibility of a new contract being agreed between the parties.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 In light of the continually difficult trading conditions in the care homes sector and pressures on Local Authority budgets from national economic policies, the essential priority at this time is to safeguard the interests of a vulnerable client group.
- 4.2 The Council will continue to develop its' market facilitation and partnership building activities with providers, other Local Authorities and NHS partners across the north London sub-region to appraise options for improved outcomes and efficient services in the long term.

5. REASONS FOR RECOMMENDATIONS

- 5.1 Considering the difficulties being experienced by purchasers and private providers alike in the care homes market, it is unlikely that a competitive tender would deliver an alternate provider. A new contractual arrangement with a willing partner is the most practical way of ensuring service continuity for current service users while also ensuring the Council has access to much-needed specialist care services for the contract period.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

6.1 Financial Implications

See Part 2 report

6.2 Legal Implications

See Part 2 report

6.3 Property Implications

6.3.1 Sanctuary HA holds a lease with an unexpired term of 123 years.

6.3.2 The terms of the lease are such that a premium was paid to the Council on completion of the disposal to SHA with a yearly ground rent sum of £4,000pa annually in advance.

6.3.3 The property is held under a full repairing and insuring lease therefore all repairs and maintenance fall upon the tenant.

6.3.4 The property offers all single en-suite bedroom accommodation. The building therefore can be described as being 'fit-for-purpose' and is compliant with current market standards.

7. KEY RISKS

See Part 2 report

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

See Part 2 report

8.2 Growth and Sustainability

8.2.1 Continued partnership working with providers, local authorities and NHS partners across north London will provide opportunities for sustainable care provision.

8.3 Strong Communities

See part 2 report.

9. EQUALITIES IMPACT IMPLICATIONS

See Part 2 report

10. PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 Parkview House will continue to be monitored in accordance with existing monitoring systems used by HHASC's Contracting team. The frequency of this monitoring will be determined by reviewing relevant risk factors.

11. HEALTH AND SAFETY IMPLICATIONS

See Part 2 report

12. HR IMPLICATIONS

See Part 2 report

13. PUBLIC HEALTH IMPLICATIONS

- 13.1 Provision of residential care homes is a core part of maintaining the health and wellbeing of Enfield residents with dementia and complex needs. It is useful that the Council is taking these measures to ensure appropriate and effective future provision in the face of strong competition for access to these services from other purchasing authorities.

Background Papers

None

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:

Tony Theodoulou,
Executive Director,
Children's Services

Contact officer and telephone number:

Keith Rowley Tel: 020 8379 2459

E mail: keith.rowley@enfield.gov.uk

Agenda – Part: 1

KD Num: 4505

Subject: West Lea School - Change in the Scope of the works to include alterations to the school's decant accommodation at St Johns Church, Dysons Road

Wards: Upper Edmonton

Cabinet Members consulted:

Cllr Ayfer Orhan

**Education, Children's Services &
Protection**

1. EXECUTIVE SUMMARY

The November 2016 Cabinet report (KD4395) on the strategy and approach to deliver pupil places which included:

- Support continued delegated authority to the Cabinet member for Education, Children's Services and Protection and the Cabinet Member for Finance Efficiency in consultation with the Director of Finance, Resources and Customer Services, the Chief Education Officer or the Assistant Director of Strategic Property Services, to take decisions on:
- The individual schools, sites and preferred partners for expansions, and decisions on statutory requirements, to meet the demand for extra pupil places, both mainstream and special, up to 2020/21;
- Conducting suitable procurement exercises and either calling off EU-compliant framework agreements or conducting suitable procurement exercises, entering into contractual arrangements with successful contractors and placing orders for any capital works required for the projects; and
- Conducting any necessary land transactions, including acquisitions by way of freehold or leasehold up to the value of £500,000, as individual schemes are developed.

2. RECOMMENDATIONS

- 2.1 To authorise the approval to amend the scope of Capital Investment Works at West Lea School to include refurbishment and reorganisation of accommodation at St Johns Church, Dysons Road site as part of the School Expansion Programme.
- 2.2 To approve the revised rationale to decant West Lea pupils to the St Johns Church buildings in Dysons Road instead of the KS2 building at Garfield to allow building works to proceed.
- 2.3 To authorise the school governors to procure and manage the school reorganisation and refurbishment works which are to be completed by the beginning of the autumn term 2017.

3. BACKGROUND

- 3.1 The November 2016 Cabinet report (KD4395) on the strategy and approach to deliver pupil places which included:

- Support continued delegated authority to the Cabinet member for Education, Children's Services and Protection and the Cabinet Member for Finance Efficiency in consultation with the Director of Finance, Resources and Customer Services, the Chief Education Officer or the Assistant Director of Strategic Property Services, to take decisions on:
- The individual schools, sites and preferred partners for expansions, and decisions on statutory requirements, to meet the demand for extra pupil places, both mainstream and special, up to 2020/21;
- Conducting suitable procurement exercises and either calling off EU-compliant framework agreements or conducting suitable procurement exercises, entering into contractual arrangements with successful contractors and placing orders for any capital works required for the projects; and
- Conducting any necessary land transactions, including acquisitions by way of freehold or leasehold up to the value of £500,000, as individual schemes are developed.

- 3.3 Increase capacity in special schools and establishments that provide education services for some of the most acute special need categories subject to further approval for the manner in which this is to be achieved.

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3.4 Approve the retention of the Garfield building, designated as the Key Stage 2 building, for education purposes, initially for the decant of West Lea pupils to allow building works to proceed. The long term future use of the Garfield KS2 building is to be the subject of a further report.

3.5 West Lea School is part of the Schools Expansion Programme at with works estimated at a cost of up to £4.5m including contingency, from within the SEP2 project costs already included in the Council's Capital Programme. It is proposed that these facilities are provided in such a way which will facilitate either an improvement of the current building stock or the re-provision of the school on site.

3.6. Revised Scope of works and rational to decant to St Johns Church, Dysons Road

3.6.1 Paragraph 2.2.4 of the November 2014 Cabinet report made recommendations to approve the retention of the Garfield building, designated as the Key Stage 2 building, for education purposes, initially for the decant of West Lea pupils to allow building works to proceed. The long term future use of the Garfield KS2 building is to be the subject of a further report.

3.6.2 Following a detailed feasibility study it became evident that to refurbish and reorganise the KS2 building at Garfield would need significant capital investment to make the building and site suitable for West Lea School. The feasibility study identified:

- There are 8no. classrooms (4no. ground floor, 4no. first floor) all approx. 54m² with reasonable sized stores 8m²
- There is 1no. office 22m², 1no. library 31m² and 1no. group room 17m²
- There is no kitchen or cooking facilities
- There is no dining area
- There is no multi-purpose hall
- There is no secure lobby for safeguarding
- There is no reception office
- There is no lift facility to the first floor
- Layout does not have ambulant WC facilities
- Layout has 1no. Accessible WC, but requires one on every floor
- There is no staff WC
- There is no shower/hygiene facility
- There is no medical facilities
- Limited administration/office accommodation
- No bus/drop off area.
- No dedicated pedestrian entrance from the public footpath.
- External play space would have to be resurfaced.

- 3.6.2** The long term future use of the Garfield KS2 building remains subject of a further report.
- 3.6.3** The revised scope of works has been formulated to address the need to decant pupils from West Lea School during major building works to accommodation at St Johns Church, Dysons Road and the costs can be contained within the Schools and Childrens Services Capital Programme.
- 3.6.4** The accommodation at St Johns Church, Dysons Road has until January 2017 been used as a temporary decant school for Meridian Angel Primary School who have now relocated to their new permanent school site. Whilst on site together with the Education Funding Agency the school governors have made significant improvements to the accommodation by adding additional teaching rooms, upgrading of utility services and site safety and security. As a result the works needed to make the building suitable for West Lea require less capital investment than at the KS2 building at Garfield.
- 3.6.5** To make the buildings at Dysons Road suitable for pupils at West Lea School limited refurbishment and reorganisation works are required as detailed below. If the change in the scope of works is approved the project can be completed by the beginning of the autumn term 2017 when the accommodation is needed:

Accommodation Available

- There are 6no. Classrooms all on ground and accessible.
- There are offices, staff room, there are separate toilets for pupils and staff/visitors.
- PE/Dining Hall
- Sufficient play areas

Works required

- Improve classroom layouts and to eliminate the need to walk through classrooms to gain access to toilets re-alignment of internal partitions.
- Reception improvements
- Refurbishment of one set of pupil toilets.
- New hygiene/medical room
- Improve site security
- Improve bus pickup drop off area

- 3.6.6** The location of Dysons Road is close to West Lea and would involve less travel time for the majority of pupils who use the council's bus transport.

- 3.6.6** Enfield has an existing lease in place with the Parochial Church Council who owns the site until 30 September 2020. There is an opportunity to extend the lease beyond 2020 and this is subject to negotiation and a separate report. If the lease is extended this would enable the council make better use of the capital invested into the accommodation and allows scope for improved Special Educational Needs pupil place planning.

4. ALTERNATIVE OPTIONS CONSIDERED

The Council could have continued with the original plan to temporary decant to the KS2 building at Garfield, however, there is uncertainty over the long term future this building and site as permanent Annex to West Lea School. A concern is that if significant capital investment was invested into the Dysons Road site and council may not benefit from the long term investment should the site be disposed of. The West Lea school governors are concerned over the distance from West Lea to Garfield as the majority of pupils are taken to the school on council buses they are worried over length of time pupils will be expected to be on bus transport longer than they are at present.

5 REASONS FOR RECOMMENDATIONS

To the decant West Lea pupils to allow building works to proceed.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

The SCS Capital Programme currently has a budget provision of £4.94m for the West Lea scheme for 2017/18. The design and scope of the project will need to be managed to ensure as far as possible that the total scheme costs are contained within the revised allocated budget which will be subject to an additional report. The scheme will be funded from a combination of Basic Need and Maintenance Capital grants and will not subject the Council to any additional borrowing requirements.

6.2 VAT Implications

The change of scope of works will result in taxable expenditure for reorganisation and refurbishment works to make the site suitable for the supply of education. The council will extend its lease of the site and grant a sub-lease to the governors of West Lea School; the sub-lease will be Exempt from UK VAT.

Input VAT on any expenditure incurred by the Council as a result of the change of scope of works will count towards the Exempt lease and will impact on the council's Partial Exemption position. The VAT can be recovered if the total exempt input VAT incurred in the year is less than 5% of all input VAT incurred by the council in the same financial year. To facilitate VAT recovery, the council must contract for the works, receive the supply, pay with its own funds and receive VAT invoices in its name.

If the Council will contract for the reorganisation and refurbishment of the site, VAT incurred could be substantial and will increase the risk of breaching the 5% partial exemption limit. However, if the School governors contract for the supplies, the VAT will be third party costs – the VAT cannot be recovered by the Council and will not impact on its partial exemption position. It should be noted however, that the West Leas governors may not be VAT registered or may be restricted in their ability to recover VAT costs.

The long term future use of the Garfield KS2 building is subject to a further report but it should be noted that if the site will be used for other than the supply of statutory education, the VAT implications must be reviewed to protect the council's VAT position.

7.2 Legal Implications

7.2.1 The Council has a general responsibility for education and to secure efficient primary education to meet the needs of the population in its area under Section 13 of the Education Act 1996. Section 111 of the Local Government Act 1972 further enables local authorities to do anything, including incurring expenditure, borrowing, etc. which facilitate or are conducive or incidental to the discharge of their functions. The Council has the power under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. The provision of necessary consultancy services will facilitate the Council's discharge of its functions. The recommendations within this report are in accordance with these powers.

7.2.2 The Council's Constitution, in particular the Contract Procedure Rules, permits the Council to call off from an existing framework agreement in accordance with the terms of the framework agreement. On the basis that the Governors of West Lea School have confirmed that an EU-compliant framework will be used; the procurement exercise will be carried out in accordance with the framework agreement conditions; that a formal mini competition tender process, where required, will be undertaken, through the London Tenders Portal as necessary; and that they will progress the selection process in a fair, transparent,

proportionate and non-discriminatory manner, then there should be little, if any, risk in the contract being entered into, as proposed in the report.

- 7.2.3 The resultant contract must be in the same form as the call-off contract incorporated in the framework agreement.

7.3 Property Implications

- 7.3.1 This contract will assist the Council to deliver ongoing Special Primary places.
- 7.3.2 An updated condition report should be commissioned before the works are started so as to inform the validity of the figures of any report produced.
- 7.3.3 To meet statutory requirements it is vital to ensure that the Council's financial accounts do not include buildings (or parts of buildings) that have been demolished. To ensure we have high quality records and meet our statutory obligations Education Asset Managers will complete a demolition notification form and return to Property Services.
- 7.3.4 An inventory list of any material procured and produced will need to be kept. In the event of failure, appropriate arrangements will need to be made for these supplies to be retained and secured for the Council until a decision is made on how best to dispose of them.
- 7.3.5 Property Services will need to be aware and sent the new data being generated for the expansion of these schools. These include floor plans with room data for the purposes of the Asset Management System, Atrium.
- 7.3.6 Once planning permission is gained Building Regulations will need to be adhered to as part of the enabling and construction works.

8. KEY RISKS

The key risks to this term contract relates to the possible poor performance of the Consultant/Contractors. This risk is mitigated by the recommended Consultant being an approved supplier within a major framework contract let as part of the London Construction Programme. Poor performance of the school governors in procuring and managing the internal reorganisation and refurbishment works. This risk is mitigated by the support of the Procurement and Finance teams.

9. IMPACT ON COUNCIL PRIORITIES

9.1 Fairness for All

This term contract will assist the Council to deliver its construction related projects and programmes which in turn help support the delivery of services to the benefit of the community.

9.2 Growth and Sustainability

This term contract will assist in the procurement of construction related activity within the borough and its associated employment and economic benefits.

9.3 Strong Communities

None.

10. EQUALITY IMPACT IMPLICATIONS

Corporate advice has been sought in regard to equalities and an agreement has been reached that an equalities impact assessment is neither relevant nor proportionate for the approval of this report.

11. PERFORMANCE MANAGEMENT IMPLICATIONS

The contract requires the consultant to meet the professional standards of the Royal Institute of British Architects and the Framework Contract. The performance of the consultant will be monitored by Corporate Maintenance and Construction Team.

12. HEALTH AND SAFETY IMPLICATIONS

There are no direct health and safety implications arising from this contract.

13. PUBLIC HEALTH IMPLICATIONS

There are no direct public health implications arising from this term contract.

Background Papers
Revised lease plan



NOTES

STATUS

SITE NAME
ST. MARY'S
PRIMARY SCHOOL--
ST JOHN'S ANNEXE

SITE ADDRESS
DYSON ROAD
EDMONTON
N1B 2D5

SITE LSPG
207030349

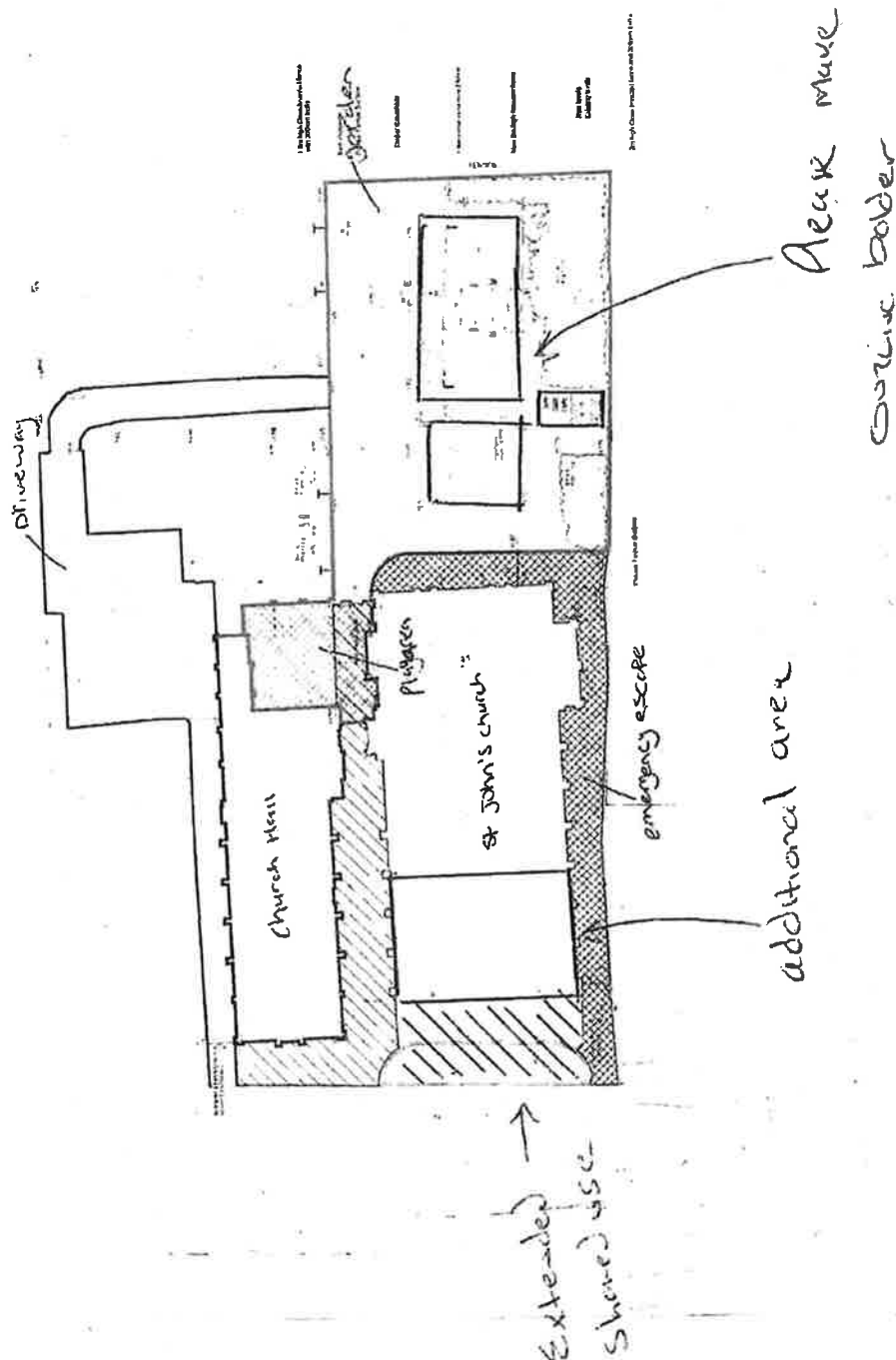
DRAWING TITLE

ST. MATTHEWS
PRIMARY SCHOOL -
ST. JOHN'S



DATE MAY 2014

L1132/4.1/11



MUNICIPAL YEAR 2016/2017 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:

Cabinet Member for Education,
Children's Services & Protection

Agenda – Part: 1

KD Num: 4472

Subject: Broomfield Secondary School –
The award of contract for Replacement of
Heating and Domestic Water Scheme 2017

**Ward: Southgate Green, Cllr Daniel
Anderson, Cllr Claire Stewart and Cllr Alex
Georgiou**

REPORT OF:

Acting Assistant Director, Schools and Children's Services

Contact officer and telephone number:

Keith Rowley Tel: 020 8379 2459

E mail: keith.rowley@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1** This report seeks approval to award a contract to "Contractor A" for construction work including a scheme of works relating to Broomfield Secondary School ('School') for Heating Replacement and Water distribution replacement and internal improvements/ associated works ('Works') to the School. Originally, 'window replacement' was included in the tender documentation but this has since been removed from the scope of works and sums readjusted accordingly as further detailed in Part 2 of this report.
- 1.2** The Works have been procured following a competitive quotation process via the London Tenders Portal in accordance with the Council's Contract Procedure Rules ("CPRs").

2 RECOMMENDATIONS

That the Cabinet Member for Education, Children's Services and Protection:

- 2.1** Approves the contract award to "Contractor A" for the Works relating to construction work relating including a scheme of works at Broomfield School for Heating Replacement and Water distribution replacement and internal improvements and associated works. Originally the works included window replacement and this was included in the tender documentation but this has since been removed from the scope of works and sums readjusted accordingly at Broomfield Secondary School, as further detailed in the Part 2 of this report.

- 2.2** Notes and approves total scheme expenditure including construction works, professional and technical costs and scheme contingency costs as detailed in Part 2 of this report

3.

BACKGROUND

- 2.3** Delegates authority to the Chief Education Officer to allocate project contingency, via operational decisions, as and when required.

3.1 Under the "Scheme for Financing Schools", the Council retains responsibility for major items of repair in schools. 'Condition' is one strand of the Schools' Asset Management Plan alongside 'Sufficiency and Suitability'. A programme of projects was collated to rectify and eliminate repairs items of a high technical priority for the period 2016/17 and 2017/18 with indicative projects for 2018/19.

3.2 Cabinet was held on 17th October 2016 and approved KD 4303 which included the SCS Fire and Condition programme and the recommendations based on the condition surveys-including expenditure in relation to Broomfield School.

This Key Decision 4472 gives specific approval to the Broomfield School Replacement Heating and Water Distribution scheme including:

1) Delegated authority to the Director of Schools and Children's Services and the Cabinet Member for Children and Young People (via Portfolio Decision) to take decisions on:

- Entering into contractual arrangements and placing orders for required construction works.

2) Delegated authority to the Director of Schools and Children's Services on the:

- Appointment of appropriate technical services such as architects, surveyors and contract managers;
- The appropriate procurement routes for individual schemes.

3.3 The DfE announced Priority Schools Building Programme 2 (PSBP2) and invited authorities to bid for condition based school projects. The PSBP2 initiative was aimed at schools with the worst buildings to be rebuilt or in need of significant refurbishment. SCS officers prepared six bids of the highest priority poor condition schools in Enfield, which included in order of priority:

- 1 Broomfield Secondary School - whole school rebuild.
- 2 West Lea Special School - whole school rebuild.
- 3 Walker Primary School- Whole school rebuild.
- 4 Durants Special School - Old Building rebuild
- 5 Brimsdown Primary School – Kitchen rebuild
- 6 Eldon Primary School – Kitchen rebuild

3.3.1 The DfE informed Enfield that four projects: Walker, Durants, Brimsdown and Eldon bids were successful.

3.3.2 Due to the unsuccessful status of Broomfield the necessary heating and domestic water replacement works have been incorporated into the Corporate Capital Maintenance Programme.

4. PROPOSAL

- | 4.1. After detailed consultation, a scope of works has been agreed with the School's Governing Body
- | 4.2 The tender was obtained in compliance with the Council's Contract Procedure Rules ('CPRs') and European Public Contracts Regulations. The tendering procedure was in accordance with the JCT Practice Note 6 (Series 2) "Main Contract Tendering", Alternative 1. Insurance option 'C' is applicable to alteration or extension works to existing structures where the Employer takes out the policy.
- 4.3 The tender was based on JCT Intermediate Building Contract with Contractor's Design 2011 Edition.
- 4.4 Six contractors were invited to tender. The tenders were evaluated in accordance with the tendering procedure to arrive at the recommendation for contract award to "Contractor A" as detailed in Part 2 of this report.
- 4.5 All tenderers met the programme requirements as set out in the Preliminaries / General Requirements. No alternative time tenders were offered.
- 4.6 The main construction work should commence on 24th July 2017 with completion expected 3rd Feb 2019.

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 Not to proceed with this project would mean that heating breakdown would necessitate a school closure in cold weather and failure to meet the statutory obligation to educate

6. REASONS FOR RECOMMENDATIONS

- 6.1 The tender from "Contractor A" is compliant and is the most economically advantageous tender.
- 6.2 Not to proceed with this project would mean that heating breakdown would necessitate a school closure in cold weather and failure to meet the statutory obligation to educate
- 6.3 New boilers will improve energy efficiency

7. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

7.1 Financial Implications

The SCS Capital Programme for Fire, Condition, Kitchen and Access Works currently has budget provision funded from Maintenance Grant and approved in KD4303 which includes provision for the Broomfield School Rebuild.

The costs of the contract award recommended within this report can be contained from the above at no additional cost to the Council with zero revenue impact.

7.2 Legal Implications

- 7.2.1 The Council has a general responsibility for education and to secure efficient primary education to meet the needs of the population in its area under Section 13 of the Education Act 1996 (as amended).
- 7.2.2 Section 111 of the Local Government Act 1972 further enables local authorities to do anything, including incurring expenditure, borrowing, which facilitate or are conducive or incidental to the discharge of their functions and the Council has the power under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do, provided it is not prohibited by legislation and subject to Public Law principles. The recommendations within this report are in accordance with these powers.
- 7.2.3 The Council has conducted the evaluation and award of contract process in a fair, transparent, proportionate and non-discriminatory manner.
- 7.2.4 The fees associated with this Works contract fall below the threshold for Public Service Contracts under the Public Contracts Regulations 2015 and therefore the full EU procurement procedures do not apply. However, the Council must ensure that it complies with the EU general principles of equality, transparency, proportionality, non-discrimination and mutual recognition when awarding any contract.
- 7.2.5 The Council must comply with all requirements of its constitution and CPRs. Throughout the engagement of Contractor A as a provider, the Council must comply with its obligations of obtaining best value, under the Local Government (Best Value Principles) Act 1999. The Council must keep a clear audit trail of its decision to award these services to Contractor A, in order to demonstrate that best value has been and will continue to be obtained for the Council.
- 7.2.6 All legal agreements (including all associated documentation) arising from the matters described in this Report must be approved in advance of contract commencement, by the Assistant Director of Legal & Governance Services. Contracts whose value exceeds £250,000 are required to be executed under seal and performance security should be obtained unless the Director of Finance Resources and Customer Services considers this to be unnecessary.

- 7.2.7 All legal agreements (including all associated documentation) arising from the matters described in this Report must be approved in advance of contract commencement, by the Assistant Director of Legal & Governance Services. Contracts whose value exceeds £250,000 are required to be executed under seal and performance security should be obtained unless the Director of Finance Resources and Customer Services considers this to be unnecessary (CPR 21). A performance security bond has been requested in the tender documents so will be provided by the Contractor.
- 7.2.8 The Council shall be mindful of and adhere to Contract Procedure Rule 15 which refers to letters of acceptance (or letters of intent).

7.3 Property Implications

- 7.3.1 Future proof systems engineering should be envisaged at this stage to avoid high costs and expensive remedial works later therefore adequate measures/capped pipes should be put in place for any expansion to the school or extension to buildings that may be envisaged.
- 7.3.2 Any future evaluation of the school options should include consultation with all relevant stakeholders and departments.
- 7.3.3 To meet statutory requirements it is vital to ensure that the Council's financial accounts do not include buildings (or parts of buildings) that have been demolished. To ensure we have high quality records and meet our statutory obligations Education Asset Managers will complete a demolition notification form and return to Property Services.
- 7.3.4 All new data regarding the new development including M&E specifications for the new systems including revised site plans, operations manuals and room data will be sent by the Project Manager to Strategic Property Services for input onto the Asset Management Data System, ATRIUM.
- 7.3.5 An inventory list of any material procured and produced will need to be kept. In the event of failure, appropriate arrangements will need to be made for these supplies to be retained and secured for the Council until a decision is made on how best to dispose of them.

7.4 Procurement Implications

- 7.4.1 All procurement must be carried out in line with Council' Contract Procedure Rules and compliant to Public Contract Regulations 2015 UK & EU Public Contracts Directives (2014).

- 7.4.2 Where the minimum numbers of responses have not been met then under CPRs approval to proceed must be sort from Procurement and Commissioning Hub; as best value must be demonstrated.
- 7.4.3 All information and contracts must be managed and loaded into the London Tenders Portal.

7.5 VAT Comments

Broomfield school is a LA maintained school and is an agent for the council in the provision of statutory education. When the Council provides statutory education, it is deemed to be engaging in a non-business activity and all VAT incurred towards the day to day running of the school and capital maintenance of the school will be recoverable under S33 of VAT Act 1994, subject to the following conditions: the council must contract for the supply, receive the supply, receive VAT invoices in its name and pay with its own funds.

Details provided in this report indicate that the conditions for VAT recovery will be met but it is recommended that project officers carefully scrutinise agreements, contracts and purchases to ensure that this is indeed the case.

This project will not result in any exempt income therefore it will not have any negative impact on the council's partial exemption position – i.e. the ability to recover input VAT incurred towards exempt activities is not compromised by this project.

8. KEY RISKS

- 8.1 The key risks to this term contract relates to the possible poor performance of the Consultant/Contractors. Project plans are in place to manage and monitor contractor performance, alongside performance being on the agenda for Project Board

9. IMPACT ON COUNCIL PRIORITIES

9.1 Fairness for All

This term contract will assist the Council to deliver its construction related projects and programmes which in turn help support the delivery of services to the benefit of the community.

9.2 Growth and Sustainability

This term contract will assist in the procurement of construction related activity within the borough and its associated employment and economic benefits. The Borough needs to ensure appropriate infrastructure is in place to allow for the growth of the population.

9.3 Communities

The provision of good quality schools helps to ensure a stable strong community.

10. EQUALITY IMPACT IMPLICATIONS

- 10.1 The provision of local schools across the borough ensures quality of rights to good education provision

11. PERFORMANCE MANAGEMENT IMPLICATIONS

- 11.1 The performance of the consultant will be monitored by Corporate Maintenance and Construction Team.

12. HEALTH AND SAFETY IMPLICATIONS

- 12.1 There are no direct health and safety implications arising from this contract.

13. PUBLIC HEALTH IMPLICATIONS

- 13.1 There are no direct public health implications arising from this term contact.

Background Papers

None.