

RESTRICTED

MUNICIPAL YEAR 2017/2018 REPORT NO.

Part 1

MEETING TITLE AND DATE:

Operational Decision by:
Tony Theodoulou
Director of Schools and Children's Services

And
Ray James, Director of Health, Housing and Adult Social Care

Key Decision: KD 4463

REPORT OF:

Doug Wilson
Head of Service Development

Agenda – Part 1	Item:
Subject: Young Persons pathway remodelling and retender	
Wards: All	
Cabinet Member : Councillor Ayfer Orhan and Councillor Ahmet Oykenner	

Contact officer and telephone number:

Iain Hart tel: 0208 379 4270
iain.hart@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 This Delegated Authority Report sets out details of the current Younger Persons pathway funded through the Housing Related Support budget.
- 1.2 Part 2 of this report proposes the remodelled service.

2. RECOMMENDATIONS

- 2.1 To agree the proposal and timelines to remodel the service.

3.0. BACKGROUND

- 3.1 A number of Younger Persons accommodation and floating support services have been funded through the Housing Related Support since 2003.

Young Person pathway remodelling and retender DAR

RESTRICTED

- 3.2 In 2011 a joint commissioning and tendering process took place with Children's Services to remodel and procure a new Younger Persons pathway.
- 3.3 The pathway came into effect from the 1st April 2012 and consisted of the services listed below:

Type of Service	Number of units accommodation or support slots*
Teenage Parents Accommodation	8 units
Teenage Parents Floating Support	27 support slots
16-17 Year olds Floating Support	30 support slots
16-17 Year olds Accommodation	48 units
18-24 Year olds Accommodation	94 units
16-18 Year Old Mental Health	5 Units
Total Floating Support	57 support slots
Total Accommodation	155 units

*support slot is normally 2-3 hours of support for an individual per week

- 3.4 The service was tendered into lots and awarded to 4 providers: One Housing Group, Christian Action, Riverside and St Mungos
- 3.5 In 2012 the entry into the pathway was through the Angel Centre and CAMHS and allowed Children's and Younger People services to work alongside providers to engage with the Young People and undertake reconciliation and mediation work, distraction approaches and encouraging them into Education, Employment and Training.
- 3.6 Particular services commissioned in 2012 as part of the pathway were specific to meeting identified issues at the time. A brief description of some are shown below:
- Teenage pregnancies in Enfield was one of the highest in London and the Teenage Parent service was commissioned to assist Young People in coping with becoming a parent, safeguard the new family and still look to maximise opportunities for them.
 - A small unit of intensive support was identified for Young People who had need of Mental Health Support. Access to this service was via the CAMHS.
 - 16-17 Year old service; there is a legal requirement that a separate service must be provided for people younger than 18.

RESTRICTED

- Crashpad – An accommodation service that allowed a young person (16-17), who had been made temporarily homeless, to 'crash' at the service for a couple of weeks whilst other services were mobilised to support the individual with the aim of reconciling any problems at home.
- assist various groups of Young People to have some support at home in order to prevent a situation at home deteriorating to an extent that the Young Person may require more main stream services.

3.7 Since 2012 there have been changes within the Children's and Younger People's services. The Angel Centre and Connexions service has since ceased and the Family Accommodation and Support Team, now residing at the Claverings Estate, only has social workers and mediators to reconcile young people with families to prevent longer term housing demand.

3.8 Since the initial contract award, the service has been reviewed to ensure that it reflects needs and delivers Value for Money. Details of the initial pathway costs and changes administered can be found in part 2 of this report.

4. ALTERNATIVE OPTIONS CONSIDERED

4.1 See part 2 of this report

5. Recommendations

5.1 See part 2 of the report

6. COMMENTS OF THE DIRECTOR OF FINANCE AND CORPORATE RESOURCES AND OTHER DEPARTMENTS

6.1 Financial Implications

See part 2 of the report

6.2 Legal Implications

See part 2 of the report

7. KEY RISKS

7.1 See part 2 of the report .

RESTRICTED

8 IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

This service provides independent living for a range of vulnerable young people giving them the support to improve their wellbeing and life opportunities.

8.2 Growth and Sustainability

The service is designed to help Young People along a support pathway irrespective of their entry point. It is aimed to develop their independence and prevent service users having to enter crisis services.

8.3 Strong Communities

Service users can maintain their independence within the wider community, maintaining a tenancy or stay with their families.

9. PERFORMANCE MANAGEMENT IMPLICATIONS

- 9.1. The contract and service utilisation is regularly monitored. Services such as this can be seen as a cost avoidance and demand management service, allowing both commissioned services and other support services time to work an intervention and prevent individuals entering into our statutory services which have a greater resource impact.

10 HEALTH AND SAFETY IMPLICATIONS

- 10.1 No Health & Safety implications have been identified.

11. Background Papers

- 11.1 No Background Papers have been attached

MUNICIPAL YEAR 2017/2018 - REPORT NO.

**ACTION TO BE TAKEN UNDER
DELEGATED AUTHORITY**

**PORTFOLIO DECISION EXECUTIVE
DIRECTOR OF SCHOOLS AND
CHILDRENS' SERVICES**

Contact officer and telephone number:
Keith Rowley,
telephone: (020) 8379
e-mail: keith.rowley@enfield.gov.uk

Agenda - Part: 1	Item:
Subject: Enfield Secondary Tuition Centre – MUGA Contract Award Report,	
Wards: Chase Key Decision No: KD 4565	
Cabinet Member consulted: Cllr A Orhan, Cabinet Member Education, Childrens Services & Protection	

1. EXECUTIVE SUMMARY

- 1.1 This report covers the next decision in the delivery of the Enfield Secondary Tuition Centre (to be named Orchardside School on completion) at 230 Bullsmoor Lane specifically the contract award of the Multi Use Games Area (MUGA).
- 1.2 This report follows Key Decision 4009 which approved the Main Construction Works contract for the new building (16th March 2016).
- 1.3. The Cabinet Decision for the Strategy and approach to delivering pupil places on 21st October 2015 (KD 4141) gave delegated authority to the Cabinet Member for Education, Children's Services and Protection and the Cabinet Member for Finance and 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 a number of key decisions required for delivery, including procurement and contractual arrangements required for any capital works required for projects.

2. RECOMMENDATIONS

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

Protection:

- 2.1 approve the contract award to Contractor A in the sum of £344,777 for the Secondary Tuition Centre MUGA Contract works.
- 2.2 Note that provisional costs for a new Multi-Use Games Area were set out in KD4009 and are included within the overall project budget

3. BACKGROUND

- 3.1 The Secondary Tuition Centre (STC) students have been permanently excluded and cannot be educated in a main stream setting. The majority of pupils attend full-time although a part-time induction programme is used to introduce pupils to the centre with others attending college and other placements.

The service is currently accommodated across three sites:

- HORSA buildings at Eldon Road,
- A converted church hall (Newbury site) at Bury St.,
- Swan Annexe, High Street, Ponders End.

Previous 'Suitability' assessments have identified the existing accommodation as being not fit for purpose and recent condition surveys have also identified major works required across all three sites.

There is insufficient space, existing accommodation is deficient in specialist and general teaching areas and there are inadequate areas for administration, support and storage. External areas are extremely restricted and there are insufficient areas for recreation and PE.

The STC, formerly known as the Pupil Referral Unit (PRU) was inspected by OFSTED in February 2013 and achieved outstanding. However, the inspection team highlighted that there was a need to "Address the accommodation shortcomings so that students can be offered a wider range of practical-based courses"

- 3.2 The Cabinet Decision for the Future Provision of Secondary Tuition Services (PRU) on 28th October 2013 (KD 3799) sets out the full details of the re-provision of the Secondary Tuition Centre from its current multi-site accommodation on to one site on 230 Bullsmoor Lane.
- 3.3 Key decisions were taken in February 2016 for the contract award of the construction enabling works and March 2016 for the main construction contract award.

- 3.4 The MUGA Contract is for the construction of a new 3G artificial football pitch, hard and soft landscaping and removal of existing tennis pitches on the Bullsmoor Lane open space adjacent to the new building.
- 3.5 The form of contract is the JCT Design & Build Contract (DB), 2011 Edition, including Amendment 1 issued March 2015 and the JCT 2011 Public Sector Supplement. Insurance Option A is to apply. The tender was procured through a single stage process. The tendering procedure is in accordance with JCT Practice Note 2012, Alternative 2 is to apply.
- 3.6 A list of five tenderers was selected via Constructionline.co.uk, a register for pre-qualified contractors and consultants used by the construction industry of the United Kingdom. All five confirming their agreement to submit a tender in line with the project programme.
- 3.7 The Invitation to tender document was issued on 13th June 2017. During the tender process one query was received from the tenderers. One contractor withdrew and did not provide a reason for withdrawal.
- 3.8 Tenders were received from two contractors on 6th July 2017; one contractor did not submit a tender by the deadline.
- 3.9 The submission by contractor A is the most economically advantageous and below the pre-tender estimate costs. The programme project period is compliant.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Not to provide a MUGA. This was not an option as the Orchardside site is a restricted site, with limited external space. The school require the MUGA to deliver a full range of Physical Education activities and to ensure pupils have sufficient external areas for social purposes.
- 4.2 Suitability assessments have identified the existing accommodation's. external areas are extremely restricted and there are no appropriate areas for recreation and PE, one of the original criteria for the scheme brief was to address this issue.
- 4.3 There are therefore no feasible alternatives but to accommodate additional external games space by way of providing a MUGA.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The decision is necessary to provide authority for contract award in order that work can start on site.

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

6.1 Financial Implications

Within the 2017-18 Capital Programme budget for the Secondary Tuition Centre there is provision for the estimated MUGA costs and the contract costs contained within this report can be contained from within this budget. The costs will be met from the Basic Needs Grant funding.

6.2 Legal Implications

- 6.2.1** Section 14 of the Education Act 1996 (as amended) requires a local education authority to ensure that sufficient school places are available within the borough, for children of compulsory school age. Case law upon this statutory duty confirms that compliance with the duty requires an education authority to actively plan to remedy any shortfall.
- 6.2.2** Section 111 of the Local Government Act 1972 ("LGA") gives a local authority power to do anything which is calculated to facilitate, or is conducive or incidental to the discharge of any of its functions and the Localism Act 2011 provides the Council power to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. In addition, section 112 of the LGA permits the appointment of such officers that the Council deems necessary for the discharge of its functions. The proposals set out in this report are consistent with this power.
- 6.2.3** The Council must comply with its Contract Procedure Rules (CPR). It has been confirmed that approval from the Strategic Procurement Board has been obtained.
- 6.2.4** Pursuant to CPR 21, for every contract exceeding £250,000 the Council is required to obtain a performance bond or a parent company guarantee. Such security is being obtained by Council.
- 6.2.5** The Council must comply with its obligations with regards to obtaining best value under the Local Government (Best Value Principles) Act 1999.

6.2.6 All contracts will need to be in a form approved by the Assistant Director of Legal and Governance Services.

6.2.7 As the contract value exceeds £250,000 this is a Key Decision and the Council must comply with the Key Decision procedure to the extent appropriate

6.3 Property Implications

6.3.1 Planning consent for the MUGA was approved by the Planning Committee on 29th August 17

6.3.2 Once the development is completed, Building Control will need to sign off on the completed development. All warranties and guarantees will be available in the event that building failure occurs. These guarantees will be assigned after practical completion occurs and held on behalf of the Council by Legal Services.

6.3.3 There should be a requirement upon the contractor at certain set dates for snagging inspections. These inspections will be organised by the Council's Contract Administrators.

6.3.4 Once the MUGA is completed the site will be licenced/leased to the school at a peppercorn for use and management.

6.4 Procurement Implications

6.4.1 That procurement of any goods/services/works will need to be in accordance with the Councils Constitution, in particular contract Procedure Rules.

6.5 VAT Recovery

6.5.1 The council is able, under provisions of S33 of VAT Act 1994, to recover VAT incurred in relation to expenditure for which it is responsible, particularly where these relate to statutory supplies made under a special legal regime. The proposed expenditure will be incurred towards a statutory function therefore Enfield Council can recover VAT incurred, but subject to the normal rules for VAT recovery. The Council must procure/contract for the works, receive the supply, receive a VAT invoice in its name and pay with its own (Corporate) funds. This project is not expected to have any significant impact on the council's partial exemption position.

6.5.2 Partial Exemption

This project is not expected to have any significant impact on the council's partial exemption position.

7. KEY RISKS

- 7.1 The risk in not accepting the tender is that the programme will be delayed and the pupils will not access to any additional play space
- 7.2 Not accepting the tender and having to retender will mean additional costs to the council
- 7.3 Failure to deliver the MUGA could result in the Authority failing in its statutory duty to provide an education by not providing the facilities to teach the national curriculum
- 7.4 There is minimal contingency should any unknown abnormalities arise As such there is the risk that additional funding may need to be requested at a further date beyond the budgets already approved.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

This proposal will provide additional special provision school places which will serve the entire Borough.

8.2 Growth and Sustainability

This proposal will provide additional school places in an area of the community of high demand.

8.3 Strong Communities

The school places will be offered to the young people of Enfield who need them from all wards.

The accommodation will allow additional facilities to be offered to the pupil and parents of the Capel Manor Primary School

The accommodation will incorporate, where possible the ability to be used outside the normal school day by the community

9. EQUALITIES IMPACT IMPLICATIONS

An EIA has been undertaken for the entire scheme.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

The provision of additional places at this School will assist the Authority in meeting its statutory duty to ensure the availability of sufficient pupil places in the Borough and to meet projected demand.

The PRU was inspected by OFSTED in February 2013 and achieved outstanding. However, the inspection team highlighted that there was a need to "Address the accommodation shortcomings so that students can be offered a wider range of practically-based courses". This scheme looks to address those concerns.

11. HEALTH AND SAFETY IMPLICATIONS

Requisite notices under the Building Acts and Health and Safety information will be issued to the contractor for any works.

12. HUMAN RESOURCES IMPLICATIONS

None

13. PUBLIC HEALTH IMPLICATIONS

All health and safety precautions should be undertaken by the awarded contractor.

Background Papers

None

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:
Cabinet Member for Education,
Children's Services and Protection

REPORT OF:
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: 4561
-------------------------	---------------------

Subject: West Lea School – Contract award for Phase 'A' New Build

Wards: Upper Edmonton

Cabinet Members consulted: Cllr Ayfer Orhan - Cabinet Member for Education, Children's Services and

1. EXECUTIVE SUMMARY

- 1.1 This report covers the next decision in line with the November 2016 Cabinet report (KD4395) on the strategy and approach to deliver pupil places.
- 1.2 This report seeks approval to award a contract to "Contractor A" for construction works and approval for scheme expenditure including related services, fixed furniture & equipment. This approval is required to enable the provision of a new school extension and associated works at West Lea School ("School").

2. RECOMMENDATIONS

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

- 2.1 Approves the contract award to "Contractor A" for the construction work relating to the part demolition and new build of teaching accommodation and associated works at West Lea School, as further detailed in Part 2 of this report.
- 2.2 To approve expenditure relating to Phase 'A' single storey extensions to provide main entrance, main hall and dining hall together with single storey and two storey extensions to provide teaching accommodation, provision of hard and soft play areas, covered seating, cycle parking and reconfiguration of car park and vehicular/pedestrian access arrangements works of £3,316,023 as detailed in Part 2 of this report.
- 2.3 To note the details of the expenditure relating to Phase 'A' Works of £4,041,023.00 which includes the Phase 'A' works contract, professional and technical costs and scheme contingency.
- 2.4 Delegates authority to the Assistant Director – Education to allocate project contingency, via operational decisions, as and when required.

3. BACKGROUND

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

1. Support continued delegated authority to the Cabinet Member for Education, Children's Services and Protection and the Cabinet Member for Finance and Efficiency in consultation with the Executive Director - Finance, Resources and Customer Services, the Chief Education Officer or the Assistant Director of Strategic Property Services, to take decisions on:
 - a. 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.
 - b. 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 in accordance with the limits set out in the Council's Contract procurement rules; and
 - c. Conducting any necessary land transactions, including acquisitions by way of freehold or leasehold up to the value of £500,000, as individual schemes were developed.
2. Support continued delegated authority to the Executive Director - Finance, Resources and Customer Services and the Chief Education Officer to take decisions on the:
 - a. Programme management arrangements and operational resourcing, including procurement of any required support services.
 - b. Commencing feasibility or initial design to inform pre-application discussions with planning and procurement of resources for this activity.
 - c. Cost estimates, budgets and spend for projects in advance of updates to the Capital Programme.
 - d. Submission of planning applications; and
 - e. The appropriate procurement routes for professional support services and construction for individual schemes.

4. PROPOSAL

4.1. After detailed consultation, a design has been agreed with the Governing Body.

- 4.2. Planning approval dated 9 May 2016 for the provision of new teaching accommodation involving demolition of Blocks B, C, D and E and partial demolition of Block A, 'Phase A' single storey extensions to provide main entrance, main hall and dining hall together with single storey and two storey extensions to provide teaching accommodation, provision of hard and soft play areas, covered seating, cycle parking and reconfiguration of car park and vehicular/pedestrian access arrangements approval for award of contract for this work 'Phase A'; a further report will follow for that main contract award.
- 4.3 Enabling Works for the demolition of Blocks B, C, D, and E and partial demolition of Block A and contractor site set-up was carried out over the school 2017 summer break
- 4.4 This award of contract is for Phase 'A'
- 4.5 The construction works have been procured following a competitive quotation process via the London Tenders Portal in accordance with the Council's CPRs. The form of contract will be the JCT Standard Building Contract, 2011 Edition including Amendment 1 issued March 2015 and the JCT 2011 Public Sector Supplement. The Insurance for the works will be Clause C under the contract, which is 'Insurance of existing structures and the Work by the Council in Joint Names'; the Council has this insurance in place with retrospective notification.
- 4.6 The tender had been conducted through a single stage process. The tendering procedure in accordance with JCT Practice Note 2012, Alternative 2 is to apply, which means that contractors must either standby or amend their tender for any arithmetical or pricing errors identified in the tender evaluation.
- 4.7 Five contractors were invited. 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.
- 4.8 All tenderers met the programme requirements as set out in the Preliminaries / General Requirements; however there was an issue with risk of delay relating to Statutory services authorities. There were no alternative time tenders offered by the contractors.
- 4.9 The construction work will on 18th September 2017 with completion on 31st August 2018.

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 Not to proceed with this project would mean that West Lea School, would not have enough school places to meet the council's needs in the special education needs sector.

6. REASONS FOR RECOMMENDATIONS

- 6.1 The tender from Contractor 'A' is compliant and is the most economically advantageous tender.
- 6.2 The design has been future-proofed to enable the accommodation to be reorganised should room requirements and use change.
- 6.3 Any delay will severely affect the ability of the authority in meeting its statutory responsibilities in providing enough school places from the Autumn Term 2017.
- 6.4 Poor quality surplus teaching accommodation to be removed.
- 6.5 Health and Safety issues to be addressed with regard to pupil/visitor circulation around the school site.
- 6.6 Significant reorganisation and refurbishment to improve wellbeing, behaviour and access.
- 6.7 Improvements to the external learning and teaching environment for pupils.

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

7.1 Financial Implications

The overall funding provision within the Schools and Children's Services capital programme for this scheme is £5,185.6, entirely funded from government grant. The proposed capital expenditure profile authorised by this decision is detailed below and is contained from within the budget envelope above along with enabling works already procured via separate authority:

	2017/18 £'000	2018/19 £'000	TOTAL £'000
Total Expenditure	2,840	2,345.6	5,185.6

Further detail is provided in the Part 2 report.

These works will result in additional places at the school and the revenue funding for these places will come from the Dedicated Schools Grant (DSG). These works support the authority's strategic plans to create additional places for special needs children in borough which will avoid placing them in out borough independent schools and reduce revenue costs overall.

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 A formal mini competition tender process was undertaken through the London Tenders Portal. Provided the Council has conducted the evaluation and award process in a fair, transparent, proportionate and non-discriminatory manner, there should be negligible, if any, risk to the Council in awarding the contract as proposed.
- 7.2.4 The Value of 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. For procurements of between 100k and the EU threshold, the Council is required to receive 5 quotes and 2 of those must be from a local supplier. Where this is not possible, the Council must give reasons. In addition, the Divisional Director or Head of Service must approve the award subject to discussion with the Assistant Director of Procurement.
- 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.

7.3 Property Implications

- 7.3.1 The design and build of the new teaching areas should be implemented so that it does not cause a hindrance or redesign to any new or modified school on site in the future. It should link to the old school seamlessly.
- 7.3.2 Future proof systems engineering should be envisaged at this stage to avoid high costs later in the development life cycle. These should be carried through the options appraisal and be weighted high accordingly to any evaluation criteria.
- 7.3.3 Any future evaluation of the school options should include consultation with all relevant stakeholders and departments.
- 7.3.4 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. This will enable Strategic Property Services to advise Insurance, Finance (Asset Register) energy management teams and various other departments within the Council of the changes.
- 7.3.5 All new data regarding the new development including revised site plans, floor plans and room data will be sent by the Project Manager to Strategic Property Services for input onto the Asset Management Data System, ATRIUM.
- 7.3.6 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.
- 7.3.7 Adequate measures should be taken including the safe passage of teachers, pupils and members of the public when construction is taking place when the school is operational.

7.4 Procurement Implications

- 7.4.1 All procurement must be carried out in line with Contract Procedure Rules and compliant to UK & EU regulations.

7.4.2 Where the minimum number of responses has 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 Implications

7.5.1 VAT Recovery

The council is generally able, under the provisions of S33 of VAT Act 1994, to recover VAT incurred in relation to expenditure for which it is responsible. The Council can therefore recover VAT incurred in relation to its supply of statutory education in LA maintained schools such as West Lea School.

8. KEY RISKS

8.1 The key risks to this term contract relates to the possible poor performance of the Consultant/Contractors. This risk is mitigated by robust performance/contract management.

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 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

- 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 contract.

Background Papers

None.