

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

OPERATIONAL DECISION OF:
Interim Executive Director
– Regeneration and
Environment

Agenda – Part: 1

KD Num: 4630

**Subject: Budget Update - Small Sites
Phase 1 & 2 Feasibility Works**

Wards: All

Contact officer and telephone number:

Richard Deville Ext: 4741

E mail: Richard.deville@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 The purpose of this report is to update the Interim Executive Director - Regeneration & Environment on the expenditure for the provision of quantity surveying, financial appraisal and modelling, and RICs valuation services in order to progress the feasibility stages of the Small Housing Sites Phase 1 and Housing Sites Phase 2 projects.
- 1.2 KD 3920 (September 2014) approved the appointment of a multi-disciplinary team of consultants to undertake the above works; and Mott MacDonald was subsequently appointed via a mini competition under the London Construction Panel CRCS 2012 framework to deliver the services.
- 1.3 Further to changes in the nature of the housing projects (in particular, the procurement and development strategy), this report seeks approval to finalise an updated scope of works and fee commission for Mott MacDonald.
- 1.4 The additional costs can be contained within the project budget.

2. RECOMMENDATIONS

That Interim Executive Director - Regeneration & Environment:

- 2.1 Notes this update on the expenditure to date for the delivery of services listed in paragraph 1.1;
- 2.2 Approves the additional expenditure to finalise the agreed scope of works and fees commission for Mott MacDonald.

3. BACKGROUND

Previous Approvals

- 3.1 KD 3920 (September 2014) approved the appointment of consultants and associated feasibility studies for Small Housing Sites (Phase 2): Five Year Programme.
- 3.2 An associated report KD 3920 (March 2015) approved the fees for the initial stage of the commission for provision of quantity surveying, financial appraisal and modelling, and RICs valuation services, and approved the contract award to Mott MacDonald for these services (as further detailed below).
- 3.3 KD4007 (March 2015) authorised the expenditure of an outline budget to develop four small sites for new housing; at Ordnance Road, Padstow Road, Perry Mead & Hedge Hill.
- 3.4 KD 4119 (December 2015) approved feasibility work at Upton & Raynham for the delivery of over 100 new homes, community space, replacement retail space and public realm improvements and;
- 3.5 KD 4298 approved the appointment of Mott MacDonald to act as client representative on Small Sites Phase 1, to retain and provide assurances and adherence to the revised Development Agreement contract.

Award of contract under the CRCS 2012 Framework

- 3.6 The Invitation to Tender document (ITT) issued by the Council during the CRCS mini competition process sought tenders for concept design proposals up to Stage 2 of the RIBA Plan of Work, but also included within scope further services (to be instructed at the option of the Council) for the detailed design & tender stage (RIBA Stages 3-4) and construction stage (RIBA stages 5-7). Bidders were asked to price for those further services, and the ITT included an estimated contract value of £250,000 - £499,999.
- 3.7 As the procurement and development strategy for the sites was not yet known, the ITT broke down the tasks into stages and stated that they may vary subject to the development strategy and/or funding/procurement route that the Council decided to pursue. For the purpose of submitting prices, bidders were asked to assume a construction value of £25m and one single D&B construction contract for all sites.
- 3.8 As noted at 3.2 above, Mott MacDonald's fixed price proposal for the feasibility stage was approved in KD 3920 (March 2015). KD 3920 noted that fees for the future delivery stages of the project would be subject to further approvals.

- 3.9 As the project developed, the Council opted to enter into separate construction procurement/contracts rather than a single D&B construction contract for all sites, Budgetary approval– including Mott MacDonald’s consultancy fees – have been sought under separate authority reports for each site (see 3.1-3.5 above).

Fees under Mott MacDonald contract

See Part 2

4. ALTERNATIVE OPTIONS CONSIDERED

The purpose of this report is to update the Interim Executive Director - Regeneration & Environment on the expenditure for the provision of quantity surveying, financial appraisal and modelling, and RICs valuation services in order to progress the feasibility stages of the Small Housing Sites Phase 1 and Housing Sites Phase 2 projects. An alternative option is not applicable.

5. REASONS FOR RECOMMENDATIONS

The recommendations in this report are being made to enable officers to finalise the agreed scope of works and fees commission for Mott MacDonald, and complete the projects feasibility stage.

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

6.1 Financial Implications

This cost has been modelled into the Council's 30 year HRA Business Plan and is affordable within the current plan.

6.2 Legal Implications

- 6.2.1** Under section 8 of the Housing Act 1985 the Council as local housing authority has a duty to keep under review the provision of housing in its area, and have power under section 9 to provide housing accommodation through erecting or acquiring houses. Local authorities also have a general fiduciary duty to Council Tax payers and must therefore take whatever is the overall most reasonable and cost effective course of action in order to deliver best value from its sites. In addition, the Council has a general power of competence under s.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, and the power under s111 of the Local Government to do anything to facilitate the discharge of any of their functions. The recommendations within this Report are in accordance with these powers.

6.2.2 The Council's Contract Procedure Rules permit the use of framework agreements, and previous KD 3920 approved the procurement and award of contract to Mott MacDonald under the CRCS 2012 framework. The updated appointment must remain within the scope of the framework and original procurement, and the contract documentation must be in a form approved by Legal Services.

6.3 Property Implications

There are no direct property implications associated with the appointment of consultants to advise on small sites phase 1 & 2 therefore a NIL return. There will be property implications once out turn figures are released "down the line".

7. KEY RISKS

There are no specific risks involved with this report.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All, Growth and Sustainability & Strong Communities

The vision of Enfield Council Business Plan 2016/17 is to make Enfield a better place to live and work, delivering fairness for all, growth and sustainability and strong communities. The feasibility works as described in this report would enable the development of new homes across the borough, in conjunction with the delivery of more jobs and employment opportunities and revitalise the communities. The subsequent developments would be guided in part by the Council's Core Strategy, which, amongst other things, seeks to achieve fairness for all, sustainable growth and the development of strong communities.

9. EQUALITY IMPACT IMPLICATIONS

9.1 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 to note an update to the delivery plan and expenditure.

9.2 During the master-planning process, demographic data was collected in relation to residents of the borough in order to determine which groups to target for community engagement and to also help assess the equalities issues the Masterplan proposals will need to consider.

9.3 It is recommended that at the planning application stage on individual sites and prior to agreeing the construction plans an Equalities Impact assessment should be undertaken to mitigate all identified negative impacts on the community.

9.4 The regeneration programme aims to deliver substantial improvements to the area, which will benefit all sections of the community.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

There are no Performance Management implications arising from this report.

11. HEALTH AND SAFETY IMPLICATIONS

There are no Health & Safety implications arising from this report.

12. PUBLIC HEALTH IMPLICATIONS

12.1 There are a number of public health implications arising from new housing development schemes because housing is a major determinant of health.

12.2 Across the sites, the new homes will be designed to meet Code for Sustainable Homes Level 4 or equivalent standards for energy and water use. This will result in lower energy bills for residents. The building standards for these houses will help protect resident's health through reduced expenditure.

12.3 The design of the homes complies with the London Housing Design Guide and with consideration of Lifetime Homes. Across the sites, the new houses will be dual aspect to ensure adequate daylight, and all include either private gardens or generously sized private courtyard spaces.

Background Papers

None.

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:
Cabinet Member for Environment
In Consultation with the -
Cabinet Member for Finance and
Efficiency

Agenda – Part:	KD Num: 4632
Subject: Reducing the Impact of Work Related Road Risk – North London Project and Related Enfield Initiatives	
Wards: All	

REPORT OF:

Executive Director –
Regeneration &
Environment
Executive Director –
Finance, Resources and
Customer Services

Contact officer and telephone number: Dominic Millen, 020 8379 3398

E mail: Dominic.millen@enfield.gov.uk

1. EXECUTIVE SUMMARY

This report defines Work Related Road Risk, gives background on the North London Transport Partnership (NLTP), describes the NLTP's current project to improve the safety of vulnerable road users, discusses the implications for the London Borough of Enfield, makes recommendations and seeks approval to proceed.

2. RECOMMENDATIONS

That the Cabinet Members supports and approve:

- 2.1 the inclusion of Work Related Road Risk (WRRR) terms (see Appendix 1 – Background Papers) in all new procurement contracts over the thresholds, where procurement is required via the Official Journal European Union (OJEU) route for goods and services;
- 2.2 in relation to major developments, the use of Work Related Road Risk (WRRR) planning conditions or obligations to improve the safety standard of construction traffic.

3. BACKGROUND

3.1 What is Work Related Road Risk (WRRR)?

3.1.1 Between a quarter and a third of traffic on London's roads is 'work-related' and a similar proportion of road traffic accidents involve someone who drives as part of their work at the time. Within that group, however, Heavy Goods Vehicles (HGVs) have a disproportionate impact on road safety. They amount to less than 4% miles driven in London but account for 20% pedestrian fatalities and 78% of cyclist fatalities (2015). Analysis of the most recent road casualty statistics for all vulnerable road users in the four boroughs in the scheme (Barnet, Enfield, Haringey and Waltham Forest) show that within that three-year period to 2015, there were 13 killed or seriously injured (KSIs). Of the 13 KSIs, 9 involved Heavy Goods Vehicles over 7.5 tonnes and 4 involved Medium Goods Vehicles weighing between 3.5 and 7.5 tonnes. The vulnerable road users casualty total comprised 8 pedestrians, 2 cyclists and 3 motorcyclists.

3.1.2 Most work places and construction sites in particular, have very stringent Health and Safety (H&S) requirements. However, once a vehicle and driver leaves their place of work, the employer's H&S policies usually do not apply to the same extent. WRRR recognises this and encourages organisations to take responsibility for the safety and management of their vehicles which are still working for them, in the public realm. WRRR requires companies with a fleet of large vehicles (over 3.5 tonnes) to operate best practice management of their fleet, which includes the following:

- **Fleet Operator Recognition Scheme (FORS)** - operators are accredited to FORS, to at least bronze standard
- **Vehicle safety equipment** - vehicles are fitted with appropriate safety equipment and warning signage to reduce the risk of collision with vulnerable road users (see paragraph 3.1.3)
- **Driver training** - drivers are trained in approved driver training such as Safe Urban Driving (SUD) or Van Smart
- **Collision reporting** - operators have a collision management and reporting system
- **Driver licence checking** - operators check drivers' licences through DVSA.

3.1.3 In September 2015, TfL launched the 'Safer Lorry Scheme'. The scheme legally requires HGV lorries over 3.5 tonnes driving in London to have side guards, Class V and Class VI mirrors. Much of the vehicle safety equipment mentioned in Paragraph 3.1.2 (2nd bullet point) is now mandatory in London.

3.1.4 TfL introduced WRRR clauses into its supply contracts from February 2012. The scheme has since been implemented by LB Camden, the City of London and across the six WestTrans boroughs. The Mayor and TfL now recommend that all boroughs adopt a similar approach in implementing WRRR to improve vulnerable road user safety across London. As a mini-Holland borough committed to increases levels of cycling, this in an initiative that should be supported.

3.2 The North London Transport Partnership (NLTP)

The NLTP includes the boroughs of Barnet, Enfield, Haringey and Waltham Forest as well as representatives from regional organisations including the GLA, TfL and the London European Partnership for Transport. The north London area has a significant amount of industrial land, including the largest industrial area in London at Brimsdown, and has large-scale distribution and retail locations both within and adjacent to the sub-region. These activities generate significant volumes of work based traffic comprising large vehicles.

3.3 North London Freight Development and Work Related Road Risk Project

The north London boroughs have dealt with freight policy issues locally. However, progress in dealing with WRRR had been hampered by lack of inter-borough co-ordination and lack of resources. In 2016, with support from the other north London boroughs, the London Borough of Enfield submitted a proposal which focused on joint-working to address WRRR. In November 2016 TfL agreed to support the project. For the WRRR scheme to be successful, the north London boroughs must take more responsibility for work related traffic that operates within their locus of control. Areas where the boroughs have some control (and where interventions should be possible) include:

- a) Procurement of supply contracts with significant movements of goods vehicles;
- b) The boroughs' own vehicle fleets, and;
- c) Planning processes and procedures that regulate vehicular movements associated with large construction projects.

These three interventions are discussed in more detail and in relation to Enfield below.

3.4 Procurement

3.4.1 Each borough can bring about safety improvements in the commercial vehicles operating in their supply/services contracts. To achieve this, WRRR terms need to be introduced (where required) into the Council's terms and conditions templates for the procurement of goods or services that will be delivered using commercial road freight vehicles. Transport for London (TfL) has produced a set of standard WRRR

contract clauses, which could be used by the boroughs, subject to the approval of their respective legal departments. These standard terms are included at Appendix 1. Such terms and conditions shall be included in any ITT each time a procurement for such goods/services is carried out. In order to minimise impact on SMEs, contracts below a trigger value would be exempt. The trigger value would be set at the level where procurement is required via the OJEU route for goods and services; currently £181,302. The terms broadly require contractors operating large vehicles over 3.5 tonnes gross vehicle weight to comply with the best practice items bulleted in the WRRR section above.

- 3.4.2 The WRRR terms would need to be brought to the attention of potential suppliers at the invitation to tender (ITT) and selection questionnaire (SQ) stages of a procurement process. Compliance monitoring would be achieved largely through supplier self-certification. There is also the potential for this to be supported by spot checks if a revenue stream can be identified to cover this cost. There would be an overall increase in the amount of contract management required.
- 3.4.3 To gauge the possible influence on future contract pricing, a sample of Enfield's 20 largest (by value) existing supply contracts was analysed in a desktop survey for likely freight impact and degree of compliance with WRRR requirements. The contracts were divided into three categories and arbitrarily classed as having High, Medium or Low road risk.
- 3.4.4 High risk suppliers are those which can be expected to have vehicles over 3.5 tonne, such as those involved in construction or maintenance. Suppliers that primarily provide a service, such as design, IT or agency staff, and are not expected to run heavy vehicles, are designated Low. Those that are not primarily involved in road based or construction activities but which might occasionally employ a sub-contractor with heavy vehicles are designated Medium. The results are shown in the table below.

Summary of 20 largest supply contracts	
<i>High road risk</i>	
7 contractors - 2 fully WRRR compliant, 2 partially compliant, 3 non-compliant	
<i>Medium road risk</i>	
4 contractors - no evidence to show compliance	
<i>Low road risk</i>	
9 contractors - no evidence to show compliance	

- 3.4.5 There were 9 Low road risk contractors in the sample. For these, there would be no material addition to their operations and therefore no change to their pricing. There were 4 Medium road risk contractors in the sample. Medium road risk contractors would have to ensure that

any part of their operations that involved the use of vehicles over 3.5 tonne is WRRR compliant. This is more likely to involve works by subcontractors and not the main part of their operations. There were 7 High road risk contractors in the sample, 2 of which were fully WRRR compliant. Another 2 were partially WRRR compliant, i.e. they had FORS Bronze accreditation. The other 3 showed no evidence of compliance from the desktop survey.

3.4.6 To summarise the survey, 3 of the sample of existing contractors would need to fully adopt WRRR procedures and another 2 would need to progress beyond FORS Bronze accreditation if they were to tender for new contracts under a WRRR regime. The sample suggests that significant changes in working practices would be required for a minority of contractors. It is worth noting that WRRR requirements are now being nationally adopted by the construction sector and are becoming a national standard across all logistics sectors in the UK.

3.4.7 There are also benefits to WRRR compliance; analysis of FORS data shows that members:

- have reduced collisions (for example, injury collisions reduced by 41% and the total number of collisions reduced by 25% between 2012 and 2013.);
- are less likely to be involved in licence/insurance offences;
- are less likely to be involved in most serious infringement offences; and,
- are less likely to be involved in drivers' hours offences.

3.4.8 These operational benefits yield financial savings from overheads such as insurance premiums and which partially offset the costs of compliance. WRRR compliance would also increase the number of potential customers available to a supplier as the requirement becomes more common. The average contract age of the sample is 4 years; some suppliers increased their level of compliance after the start of the contract.

3.4.9 There is a risk that future non-compliant suppliers with high road risk may pass some of the cost of compliance to their customers. No benchmarking is available on the effect of WRRR on contractors' rates but there are no reports of increased costs from authorities that have introduced WRRR procurement terms.

3.4.10 There will be a circa 8-hour time cost per year per contract to check and approve the contractors' self-certification forms. Based on an estimate of 25 contracts, this would equate to 200 hours per year with an annual cost of £4,400, based on the PO1 pay-scale. This is balanced against the social, operational and reputational costs of dealing with a fatal or serious road traffic collision involving a HGV delivering a service for the Council and a vulnerable road user.

3.5 Implications for suppliers

- 3.5.1 Analysis of the 20 largest of Enfield's supply contracts with high road risk showed a range of WRRR compliance (zero, partial and full) with just under half having zero compliance. The process of moving from non-compliance to WRRR compliance would involve suppliers in costs for items such as vehicle equipment and driver training.
- 3.5.2 The effect of WRRR terms on suppliers with low or medium road risk is not thought to be significant.

3.6 Enfield's Vehicle Fleet

Enfield's vehicle fleet already has FORS accreditation to Bronze level. The fleet is currently being renewed and there exists the potential to raise the accreditation level to Silver or Gold. The background to this is the Council's own fleet was nearing the end of its economic life and needed replacing. The replacement specifications go above and beyond current requirements and the new fleet will be an exemplar to other boroughs. As the replacement programme already has approval, it is not a new expense and therefore approval should not be required. No significant costs have been identified in raising the FORS accreditation level from Bronze to Silver or Gold

3.7 Planning Processes and Procedures

- 3.7.1 The use of the planning process to control construction traffic is common practice in some London boroughs. The City of London routinely uses planning conditions to require contractors to be CLOCS (Construction Logistics and Community Safety standard) compliant and for developers to produce Construction Logistics Plans on large developments. The London Borough of Camden uses Section 106 agreements to enforce CLOCS standards on development sites in the Borough.
- 3.7.2 Currently the Transport Planning Team requests that all developments over the thresholds for providing a Transport Assessment (as set out by the Department for Transport in Guidance on Transport Assessment, 2007) should produce a Construction Logistics Plan. Such plans must include a clear commitment by developers to address WRRR road risk including through measures such as CLOCS and FORS membership. This approach conforms with regional and local policy as set out in the London Plan and Enfield Development Management Document.
- 3.7.3 As with procurement, once the developer has demonstrated they meet the standards, there is further monitoring by exception, with opportunities for onsite visits should a suitable funding stream be identified. The most obvious funding would be a separate fee for Construction Logistics Plan development and monitoring (similar in

concept to the existing Travel Plan Monitoring fee) although this would need to be developed further including making sure it complies with existing national policy.

3.7.4 Requesting, assessing and, if necessary enforcing, Construction and Logistic Plans is already part of the Council's planning offer. More active enforcement could be funded by an additional fee but this has not been agreed at this time.

3.7.5 The monitoring of CLOCS compliance at construction sites could be implemented through a recent initiative involving a collaboration between CLOCS and the Considerate Constructors Scheme (CCS). CCS will carry out CLOCS monitoring of sites for a fee of £300 +VAT per visit; discounts are available for CCS registered sites.

4. ALTERNATIVE OPTIONS CONSIDERED

Do nothing – LB Enfield has a corporate duty to promote health and safety as well as a commitment to increase the level of cycling in the borough. By taking a lead on addressing Work Related Road Risk the Council will be showing corporate leadership to our residents and businesses as well as demonstrating a commitment to protecting vulnerable road users in line with our Cycle Enfield ethos.

5. REASONS FOR RECOMMENDATIONS

<p>The Cabinet Member supports the inclusion of Work Related Road Risk (WRRR) terms in all new procurement contracts over the threshold where procurement is required via the OJEU route for goods and services.</p>	<p>This contributes towards the Council discharging its corporate duty in relation to health and safety. It also encourages cycling. Whilst there are potential financial implications, analysis has shown that the majority of suppliers, where this would be applicable, are completely or partially compliant. In addition, the increasing number of local authorities requiring such clauses mean that WRRR is being mainstreamed by suppliers so should already be factored into their cost model.</p>
<p>For larger scale developments, the Cabinet Member supports the use of Work Related Road Risk (WRRR) planning conditions or obligations to improve the safety standard of construction traffic.</p>	<p>Large developments generate a significant number of HGV movements so tackling their impact on road safety should be a priority. As previously, with increasing numbers of planning authorities and contractors requiring WRRR compliance, the cost implications should be rapidly reducing over time.</p>

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

6.1 Financial Implications

- 6.1.1 This report (North London Freight Development and Work Related Road Risk Project) seeks the Cabinet Member supports the inclusion of Work Related Road Risk (WRRR) terms in all new procurement contracts over the threshold where procurement is required via the OJEU route for goods and services and for major developments the use of Work Related Road Risk (WRRR) planning conditions or obligations to improve the safety standard of construction traffic.
- 6.1.2 The WRRR terms would need to be brought to the attention of potential suppliers at the invitation to tender (ITT) and selection questionnaire (SQ) stages. Compliance monitoring would be achieved largely through supplier self-certification. There is also the potential for this to be supported by spot checks if a revenue stream can be identified to cover this cost.
- 6.1.3 There will be a small time-cost for each relevant contract to check and approve the contractors' self-certification forms. It is expected that this will be taken up by the relevant service areas.
- 6.1.4 Requesting, assessing and, if necessary enforcing, Construction and Logistic Plans is already part of the Council's planning offer. More active enforcement could be funded by an additional fee but this has not been agreed at this time.
- 6.1.5 Enfield's vehicle fleet already has FORS accreditation to Bronze level and the intention is to move to the Gold standard.. The fleet is currently being renewed and will be compliant with Gold standard so no additional costs in relation to the council's own fleet.

6.2 Legal Implications

- 6.2.1 S.1 Localism Act (2011) permits the Council to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. In addition, s.111 Local Government Act (1972) 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. The recommendations within this report are in accordance with these powers.
- 6.2.2 Throughout the engagement of any service provider, the Council must comply with its obligations with regards to obtaining best value under the Local Government (Best Value Principles) Act (1999) and must keep a clear audit trail of any decision to procure and commission any supplies, services or works.

- 6.2.3 The Council must, at all times, ensure it complies with its Constitution, Contract Procedure Rules (CPRs) and the overarching EU procurement principles of transparency, equal treatment and non-discrimination. Where procurements over the relevant OJEU thresholds are being conducted, the Council must also ensure it complies with Public Contracts Regulations (2015) and any other relevant legislation.
- 6.2.4 The Council proposes to use TfL's standard conditions of contract in relation to WRRR. These would need vetting and approval by Legal Services before inclusion in the Council's suite of standard terms and conditions of contract. Once approved, it will be up to officers conducting the procurement to ensure inclusion of such WRRR clauses in the contractual documentation forming part of the ITT. Officers must also ensure compliance with any relevant guidance (including but not limited to TfL guidance).
- 6.2.5 All legal agreements arising from the matter described in this report must be in a form approved by Legal Services, ahead of contract commencement date.
- 6.2.6 In instances where an already existing contract with a supplier requires amendment to incorporate such WRRR terms, the Council must be mindful that any variations to such contracts must be put in place in accordance with such existing terms and conditions. The Council should also be alive to the kinds of variations permitted in line with the Council's CPRs and s.72 Public Contracts Regulations (2015). Should uncertainty arise in such circumstances, then advice should be sought from Legal Services.

6.3 Property Implications

No property implications have been identified.

6.4 Procurement Implications

The recommendations have been discussed with the corporate procurement team and they have highlighted three main areas of concern which have been addressed:

- Authority to make changes – This report seeks Cabinet Member support for recommendations relating to Work Related Road Risk.
- Increased costs – The desktop analysis undertaken has indicated that there would need to be increased compliance amongst contractors if a WRRR clause were introduced to Council contracts. However, the regional and national support for such approaches is increasing so with it will the level of contractor compliance. There is also not any evidence that such a clause will have either a negative or positive impact on overall contract costs.

- Monitoring suppliers – It is proposed that monitoring will be by exception with self-certification being the preferred approach. Non-compliant contractors will be reminded of their obligations and the legal recourse available should their non-compliance lead to a WRRR incident.
- Contracts for works under the EU threshold currently £4m are self service and therefore it will be the responsibility of the service to include the correct clauses in the contract for WRRR.

7. KEY RISKS

7.1 Strategic

The proposal improves the safety of the active travel modes walking and cycling and therefore supports the main ambition of the Council's Business Plan: that Enfield has 'A healthy, prosperous, cohesive community living in a borough that is safe, clean and green'.

7.2 Operational

The addition of WRRR terms into procurement contracts would involve a small amount of additional contract management.

7.3 People

The proposal would improve the safety of all vulnerable road users in the borough.

7.4 Financial

Suppliers would need to become WRRR compliant, if they are not already, before they could bid for contracts above the appropriate thresholds. Becoming WRRR compliant would involve some investment in vehicle safety equipment, personnel training and vetting, and operational procedures and these will have a cost. There is also evidence of indirect savings through greater fuel efficiency and a reduction in accidents. There remains the possibility that a net cost could be passed on to customers although there is no benchmarking available and none of the authorities currently participating have reported significant changes in suppliers' rates. Cost increases to individual customers will be less likely as WRRR requirements become widespread.

7.5 Reputational

There would be no reputational risk in proceeding with the proposal. The Do-nothing option carries the reputational risk associated with the Council's suppliers being involved in accidents occurring in the public realm.

7.6 Delivery

Given the proposed changes are not a statutory requirements, the implementation date for the proposed changes is not fixed, which could lead to the project not being pushed forward. To mitigate this a target date of 31 March 2018 has been agreed for the overall project.

7.7 Security

The proposal has no direct impact on physical assets or information.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

By improving the safety of vulnerable road users, the recommendations in this report support the Council's Fairness for All priority, which includes protection of the vulnerable.

8.2 Growth and Sustainability

Road danger presents a major barrier to the uptake of the sustainable travel modes of walking and cycling. Reducing road risk, as recommended in this Report, would remove one of the barriers to sustainable travel and support the Council's priority of maintaining a clean, green, sustainable environment.

8.3 Strong Communities

The recommendations would help ensure Enfield is a safe and healthy place to live in line with the Council's priority of building strong, cohesive communities.

9. EQUALITY IMPACT IMPLICATIONS

The recommendations in this report relate to reducing Work Related Road Risk via the use of contractual clauses and planning conditions / obligations. Consideration has been given to the groups covered by the protected characteristics as defined by the *Equality Act (2010)* and no specific impacts have been identified. This is because the proposals will apply to contracts based on a recognised financial threshold so any impacts are equally spread; it might be that the contracts themselves have equality and diversity impacts but these should be identified and addressed separately.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

The recommendations will not have any specific impact on corporate performance other than those identified in Section 6.

11. HEALTH AND SAFETY IMPLICATIONS

Addressing Work Related Road Risk will have a beneficial impact on health and safety by improving the quality of freight operations in Enfield.

12. PUBLIC HEALTH IMPLICATIONS

Addressing Work Related Road Risk will reduce the risk of injury to vulnerable road users. Safety is a major barrier to cycling and walking both of which as active travel modes contribute to health and wellbeing. In addition, encouraging modal shift away from private vehicles has a range of wider benefits to health including reducing deaths attributable to poor air quality.

Background Papers

None

Appendix 1 – TfL’s Standard Work Related Road Risk contractual requirements

1.1 For the purposes of Clauses 1.2 to 1.9 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Bronze Accreditation”	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Car-derived Vans”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a Lorry, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk

“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

- 1.2 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:
- 1.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TfL, is an acceptable substitute to FORS (the “Alternative Scheme”); and
 - 1.2.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

- 1.3 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:
 - 1.3.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of TfL that the Lorry will not perform the function for which it was built if Side Guards are fitted;
 - 1.3.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
 - 1.3.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
 - 1.3.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

- 1.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:
 - 1.4.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
 - 1.4.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been Approved in writing by TfL within the last 12 months:
 - 1.4.2.1 0 – 3 points on the driving licence – annual checks;
 - 1.4.2.2 4 – 8 points on the driving licence – six monthly checks;
 - 1.4.2.3 9 – 11 points on the driving licence – quarterly checks;
or
 - 1.4.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 1.5 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

Collision Reporting

- 1.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:
- 1.6.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
 - 1.6.2 within 15 days of the Commencement Date, provide to TfL a Collision Report. The Service Provider shall provide to TfL an updated Collision Report within five working days of a written request from TfL.

Self Certification of Compliance

- 1.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Service Provider shall make a written report to TfL detailing its compliance with Clauses 1.3, 1.4 and 1.5 of this Contract (the "WRRR Self-certification Report"). The Service Provider shall provide updates of the WRRR Self-certification Report to TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Service Provider Regarding Subcontractors

- 1.8 The Service Provider shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:
- 1.8.1 comply with Clause 1.2; and
 - 1.8.2 where its subcontractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:
 - 1.8.2.1 For Lorries – Clauses 1.3, 1.4, 1.5 and 1.6; and
 - 1.8.2.2 For Vans – Clauses 1.4, 1.5, and 1.6,
- as if those sub-contractors were a party to this Contract.

Failure to Comply with Work Related Road Risk Obligations

1.9 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 1.2, 1.3, 1.4, 1.5, 1.6, 1.7 and 1.8:

1.9.1 the Service Provider has committed a material breach of this Contract; and

1.9.2 TfL may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by TfL for any purpose (including but not limited to deliveries).

