

***Please note Part 2 report is now confidential appendix***

## **London Borough of Enfield**

### **Operational Report**

#### **Report of Joanne Drew**

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**Subject:** Award of Works Contract for Building Safety Works to Brittany House Sheltered Housing Scheme – Part 1

**Executive Director:** Sarah Cary – Executive Director of Place

**Ward:** Chase

**Key Decision:** 5129

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#### **Purpose of Report**

- 1 To obtain approval to award a works contract for the completion of Building Safety improvement works at Brittany House following a compliant tender process via the South East Consortium framework.

#### **Proposal(s)**

- 2 That approval be given to award the works contract to Contractor 1
3. See Restricted Appendix for further details.

#### **Relevance to the Council's Plan**

4. The contract will support the following objectives from the Corporate Plan:
5. Good homes in well-connected neighbourhoods: The programme will improve the safety, security and quality of existing homes and therefore positively impact on the quality of life for our residents.
6. Sustain strong and healthy communities: Improving the existing homes where people desire to live will help to create and maintain strong sustainable communities.
7. Build our local economy to create a thriving place: Ensuring residents are able to fully participate in activities within their neighbourhood.

#### **Background**

8. Brittany House is a 12-storey sheltered housing block comprising 89 tenanted flats which has been identified, via a fire risk assessment to require building (fire) safety improvements to reduce the risk to residents to

as low as reasonably practicable. The block has been allocated a significant risk rating, based on the height of the building and occupancy risk profile.

9. The works will include the following: flat entrance fire door and communal fire door set renewal; installation of suppression systems to flats and shared communal areas; fire stopping improvements to flats and communal areas; refurbishment of communal areas and signage installation.
10. The scheme was procured in accordance with the Council's contract procurement rules (CPRs) to ensure the programme delivers value for money and achieves the quality standards expected by residents and the council.
11. See Restricted Appendix for further details.

### **Main Considerations for the Council**

12. The works are required to fulfil the Council's statutory duties under the Regulatory Reform (Fire Safety) Order and to comply with the Social Housing Regulators Homes Standard.
13. The recommended contractor has been evaluated based on a 70% quality and 30% price split, in accordance with the framework's terms and conditions. The contractor's Covid Secure site operating procedures have also been reviewed, in line with Government and CLC guidance.
14. See Restricted Appendix for further details.

### **Safeguarding Implications**

15. The works will require Contractors to enter resident's homes and therefore the Contract Documents require Disclosure & Barring Services (DBS).
16. In addition to the above the Contractor is required to provide a dedicated Resident Liaison Officer (RLO) whose role is to ensure that residents' needs are reflected in both the works delivered and the processes adopted by the Contractors.

### **Public Health Implications**

17. These works should also provide assurance to residents who may have concerns following the Grenfell disaster.

### **Equalities Impact of the Proposal**

18. It is not deemed relevant or proportionate to carry out an equality impact assessment/analysis for the approval of the tender that represents the winning bid and complies with the tender requirements of the Council for external repairs as part of the Council's Decent Home Programme.
19. Individual requirements are addressed prior to starting on site to ensure all relevant individual circumstances are considered during the works.

20. Any contract awarded should include a duty on the successful applicant to assist us with meeting our obligations under the Equalities Act 2010

### Environmental and Climate Change Considerations

21. The works will need to meet Building Regulations Part L in respect of energy efficiency and conservation of fuel and power. The new door sets could enhance the thermal comfort of flats and reduce draughts

#### Risks that may arise if the proposed decision and related work is not taken

22. The primary risks that may arise if the decision and works are not taken are set out below:

Risk	Likelihood	Impact
Increased fire risk from certain items that require installation and upgrade	Medium	High
The Council has a statutory duty under the Regulatory Reform (Fire Safety) Order to ensure the risk is reduced as far as reasonably practicable. These works have been identified in recent Fire Risk Assessments, as such the Council has a legal duty to undertake these works	Medium	High
Deterioration of property that may lead to increased future costs	Medium	Low
Increased levels of resident dissatisfaction with the condition of their homes	Medium	Medium
The Council will fail to meet Decent Homes Standard	Medium	Medium

#### Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks

Item	Risk	Impact	Probability	Mitigation	Owner
1	Quality Issues	M	L	Set benchmark, monitor site meetings through Contract Administrator (CA) & Clerk of Works (COW) reports, measure continuous improvements using KPIs.	Project Manager
				Applied lessons	

2	Cost Overrun	<b>M</b>	<b>M</b>	learned from previous scheme, early reporting, comprehensive specification, inclusion of contingencies, tender analysis	Project Manager
3	Time Overrun	<b>H</b>	<b>M</b>	Monitor programme, monthly progress reports & LADs.	Project Manager
4	Coronavirus	<b>L</b>	<b>L</b>	Service continuity maintained. Please refer to Part 2	Project Manager
5	Contractor Insolvency	<b>H</b>	<b>L</b>	The contractors' finances were checked	Project Manager

### **Financial Implications**

23. The budget for this project was approved as part of the rent setting report in February 2020 these costs are included in the HRA 30-year business plan.
24. See Restricted Appendix for further details.

### **Legal Implications**

ZNS 30 November 2020 (based on report received on 19th November 2020 at 13:42).

25. The Council has the power under s.1(1) Localism Act (2011) to do anything individuals generally may do providing it is not prohibited by legislation and subject to Public Law principles and there is no express prohibition, restriction or limitation contained in any statute against use of the power in this way. This power includes the power to enter into contracts.
26. Section 111 of the Local Government Act 1972 permits local authorities to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.
27. The Council must comply with all requirements of its Constitution (including its Contract Procedure Rules). Throughout the engagement of the Contractor as a service 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 to the Contractor in order to demonstrate that best value has been and will continue to be obtained for the Council.

28. In order for the Council to use a Framework agreement outside of Enfield Council the framework provider when procuring the Framework agreement must have purchased on behalf of other contracting authorities. The purchase on behalf of other contracting authorities must be set out in the OJEU notice advertising the requirement for the procurement of the Framework agreement. The reference in the OJEU notice to purchasing on behalf of other contracting authorities must specifically state either:
  - (i) that the purchase is on behalf of Enfield Council; or
  - (ii) specifically state a group of contracting authorities on behalf of whom the procuring authority is purchasing and such group to include Enfield Council.
29. Any contracts awarded under a Framework agreement must be awarded in accordance with the procedures set out under that Framework agreement. The terms of a contract awarded under the Framework agreement shall be governed by the terms set out in that Framework agreement.
30. There must be adequate budgetary provision to service every contract that the Council enters into.
31. All legal agreements arising from the matters described in this report must be approved in advance of contract commencement by Legal Services on behalf of the Director of Law and Governance. Given the anticipated contract value, the contract must to be executed under seal and officers must obtain sufficient security in accordance with contract procedure rules.

### **Workforce Implications**

32. There are no direct workforce implications in this tender approval process.

### **Property Implications**

33. There are no property implications contained within this report.

### **Other Implications: Procurement**

34. A review of suitable framework agreements was undertaken by the Service.
35. A Due diligence and approval exercise of the South East Consortium (SEC), was undertaken by the Procurement & Commissioning Hub prior to any procurement commencing.
36. A Call-Off from the Framework was carried out in line with the relevant framework process and via the Councils E-Tendering Portal with all documentation retained.
37. As the contract is over £500k the service must ensure that sufficient security has been considered.

38. The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
39. The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

### **Options Considered**

40. Consideration was given to the procurement of the works through a competitive tender process.
41. In terms of procurement options there were two main routes for consideration:
  1. Use of a suitable consortia framework agreement, with appointment via direct award or mini tender.
  2. Unilateral tendering of a bespoke contract utilising either the open or restricted process.
42. Using a framework can save time and money, while still delivering a service specified to local requirements. Contractors are assessed for suitability prior to joining the framework and have signed up to pre-agreed terms and conditions. Standard documentation is also provided as well as support from the framework itself.
43. Tendering a contract allows clients to create bespoke documentation designed to fit its requirements. This approach also opens up the opportunity to tender to a wider group of bidders.

### **Conclusions**

44. Following a compliant competitive tender process via the SEC framework, that the contract works be awarded to Contractor 1.

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**Appendices: Restricted Appendix**  
**Background Papers: None**

