

	Officer Key Decision
	Report to the Strategic Director of Regeneration and Environment
Award of a Design and Build Contract for the delivery of North End Road connection	

Wards Affected:	Tokyington
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Part exempt - *Appendix 2 is not for publication as it contains the following category of exempt information as specified in Paragraph 3, Schedule 12A of the Local Government Act 1972, namely: <i>“Information relating to the financial or business affairs of a particular person (including the authority holding the information)”</i> .
No. of Appendices:	2
Background Papers:	Wembley Transport Improvements Cabinet report dated 16 July 2018 Wembley Area Action Plan 2015
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1. Purpose of the Report

- 1.1. This report requests authority to award a contract for the design and delivery of North End Road connection highway scheme. This report summarises the process undertaken in procuring the contract and recommends to whom the contract should be awarded.

2. Recommendation

- 2.1. The Strategic Director of Regeneration and Environment, in consultation with the Lead Member for Regeneration, Highways and Planning, awards the contract to VolkerLaser Ltd for a period up to end January 2020.

3. Detail

3.1. Background

3.1.1. A report on Wembley Transport Improvements, that included the above scheme, was considered at Cabinet on 16 July 2018. Cabinet approved the procurement of the relevant contract and delegated authority to the Strategic Director of Regeneration and Environment to agree the pre-tender considerations. These were approved by the Strategic Director of Regeneration and Environment on 26 November 2018.

3.2. The Tender Process

3.2.1. Pre-market engagement with potential suppliers on all of up-coming Highway Capital Schemes was undertaken over the summer 2018.

3.2.2. This requirement was tendered through the London Tenders portal as an open tender and also advertised on OJEU. The tender was issued on 28 November 2018 and contact was made with all the suppliers that attended the pre-market engagement informing them the tender had gone 'live'.

3.2.3. Clarification questions were received from potential bidders which also included a request for an extension. Officers considered and subsequently agreed the tender extension and tenders closed on 8 February at 12:00 noon. Despite initial interest from a number of bidders, only one tender bid was received.

3.2.4. The bidder submitted a compliant bid. The quality and social value submission was evaluated by an evaluation panel which consisted of Council officers from Regeneration & Environment. The Commercial submission was evaluated by an independent external consultant with the results being fed back to the evaluation panel which confirmed the independent consultant's scoring.

3.2.5. The evaluation panel met on 19 February 2019 and the scoring was moderated by Procurement.

3.2.6. The table below shows a summary of the evaluation. A more complete breakdown is shown in Appendix 1.

Summary	Weighting	Supplier 1
Technical/Quality	30%	20.52%
Social Value	10%	8.00%
Commercial - Cost	60%	60.00%
Total	100%	88.52%

3.2.7. As a compliant submission of quality and value it is recommended to award the contract to Supplier 1 (VolkerLaser Ltd). The contract value is £2,153,929 for the construction of the connection only. Further design and works are required to deliver the scheme in full. These will include strengthening the culvert and accommodating access to the school. The indicative values for the

construction of the connection together with further design and works are £3,217,412.95 (see Appendix 2 for breakdown) and this will be validated during the design stage for a decision on whether to progress.

- 3.2.8. It should be mentioned that the supplier attended a clarification meeting on the 27th February 2019 outlining how there could be design improvements that would allow for quicker delivery of the connection with less disruption for the area.

4. Financial Implications

- 4.1. The cost of this contract is within the agreed estimated funds of £5,000,000 that will be funded from approved Brent Capital expenditure.
- 4.2. There is a 'break clause' included where costs can be fixed following the detailed design of the culvert being completed. This ensures the Council can afford to deliver the scheme and enables contractually for the delivery not to be taken forward if costs come in higher than anticipated.
- 4.3. Assumptions have been made in estimating the overall value of the contract. Details have been provided in Appendix 2.

5. Legal Implications

- 5.1. The estimated costs of the work prior to issuing the tender were such that the contract was considered to be at or above the EU threshold for Works thereby ensuring that the procurement and award would be governed in full by the Public Procurement Regulations 2015 ("PCR 2015"). Whilst the tender price received is less than the EU threshold, Officers intend to observe the requirements of the PCR 2015 in relation to the award as if this contract was above threshold to include the publications of an award notice.
- 5.2. As detailed in paragraph 5.1, the estimated value of the contract was originally in excess of the EU threshold making the contract a High Value Contract for the purposes of the Council's Contract Standing Orders and Financial Regulations. For this reason, Cabinet delegated on 16 July 2018, authority to the strategic Director of Regeneration and Environment, in consultation with the Lead Member for Regeneration, Highways and Planning, to award contract following a tender for the design and delivery of North End Road connection.
- 5.3. The contract to be awarded is based on an industry standard NEC 4 Engineering and Construction Contract Option A.
- 5.4. As detailed at paragraph 4.2, the Contract terms provides a break clause which provides the Council with the right to terminate without cause.
- 5.6. Whilst the intention was for the Council to comply with the minimum 10 calendar standstill period imposed by the PCR 2015 before the contract is awarded, as only one tender was received using an open tender procedure, it is not appropriate to observe a standstill period.

6. Equality Implications

- 6.1. The proposals in this report have been subject to screening and officers believe that there are no equality implications. The Strategic Director is referred to the report to Cabinet dated 16 July 2018 for further information and to the Equality Impact Assessment included in that Cabinet report.

7. Consultation with Ward Members and Stakeholders

- 7.1. There has been no consultation with Ward Members. Consultation was conducted when the Wembley Area Action Plan was developed and taken to Cabinet for approval to be adopted. This scheme is contained within this document under policy.
- 7.2. Consultation with the Lead Member for Regeneration, Highways and Environment was completed.
- 7.3. The Operational Director of Regeneration and the Head of Highways and Infrastructure were consulted in relation to the specification and evaluation methodology including participating in the tender evaluation.

8. Human Resources/Property implications

- 8.1. There are no implications for Council staff arising from the contract.

9. Public Services (Social Value) Act 2012

- 9.1 The Council is under duty pursuant to the Public Services (Social Value) Act 2012 ("the Social Value Act") to consider how services being procured might improve the economic, social and environmental well-being of its area; how, in conducting the procurement process, the Council might act with a view to securing that improvement; and whether the Council should undertake consultation. This duty does not strictly apply to the proposed contract as it is a works and not a services contract. Nevertheless, Officers have had regard to considerations contained in the Social Value Act in relation to the procurement.
- 9.2 Social value was 10% of the total evaluation score available in line with the Council's social value guidance.
- 9.3 The following are some of the social value commitments made by the proposed contractor:
- 3 - Apprentices
 - 1 - New Job
 - 1 – Support unemployed person back to work
 - 16hrs – Volunteering time for staff
 - 16hrs – to support local businesses

Report sign off:

RACHEL BEST

Transportation Planning Manager