

	Decision of Cabinet Member for Housing
	Report from the Corporate Director of Residents & Housing Services
Authority to vary and extend two Framework Agreements for installation and repair works in respect of Council owned residential properties	

Wards Affected:	All
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 1 is exempt as it contains the following category of exempt information as specified in Paragraph 3, Schedule 12A of the Local Government Act 1972, namely: “Information relating to the financial or business affairs of any particular person (including the authority holding that information)”
List of Appendices:	One Appendix 1: Estimated Values
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Triza Handa Head of Private Housing Services 020 8937 4037 Email: triza.handa@brent.gov.uk

1.0 Purpose of the Report

- 1.1 This report requests individual Cabinet Member approval to extend a framework agreement in respect of disabled facilities installation and repair works in council-owned residential properties with C & C Builders Limited and Frederick George Mileham Limited, in accordance with paragraph 13 of Part 3 of the Constitution. This report summarizes the reasons for the request to vary and extend.

2.0 Recommendation(s)

That the Cabinet Member for Housing, having consulted with the Leader:

2.1 Approves the variation of the Framework Agreements for disabled facilities

installation and repair works in council-owned residential properties between the Council and C & C Builders Limited and between the Council and Frederick George Mileham Limited as set out in paragraphs 3.1

- 2.2 Approves the extension of the framework agreements detailed in 2.1 above for a period of 12 months from 5 October 2025.
- 2.3 Approves an increase in the contract rates payable to each contractor during the extended period referred to at paragraph 2.2 by a rate of 5%, thereby increasing the annual sum up to which each contractor is paid as a described in paragraph 3.5 and Schedule 1.

3.0 Detail

Contribution to Borough Plan Priorities & Strategic Context

- 3.1 This contract for the provision of supports the Brent Borough Plan 2023-2027 priorities of 'Prosperity and Stability in the Borough' and 'A Healthier Brent'. The provision of Community Equipment ensures that Brent residents and communities who are vulnerable and/or with more complex needs receive the best possible support (Strategic Priority 1 - Prosperity and Stability in the Borough) and provides support for people to be cared for closer to home and more people supported to live in their own home (Strategic Priority 5 - A Healthier Brent).

Background

- 3.2 The Council entered into two Framework Agreements for disabled facilities installation and repair works in council-owned residential properties with C & C Builders Limited and Frederick George Mileham Limited on 6 October 2021.
- 3.3 Officers consider that the Framework Agreements should be varied for the purpose described below and have entered into discussions with C & C Builders Limited and Frederick George Mileham Limited (the "Contractors") to vary the Framework Agreements by a period of 12 months, with effect from 05 October 2025.

The purpose of the variation and extension is to allow for the continuation of the services and works provided by the Contractors during re-tender of the Council's current Framework Agreements as described at paragraph 3.1.

- 3.4 Clause 36 (Amendments of the Framework Agreement) within each of the Framework Agreements referred to in paragraph 3.1, permits the variation extension, duration and increase in rates for the extended period, as requested within the recommendations at paragraphs 2.1, 2.2, and 2.3.
- 3.5 The variation, extension of the duration of the Framework Agreements and increase in the Contractors rates for the extended period of 12 months would

not be in breach of Procurement Legislation and does not substantially alter the terms and conditions of the Framework Agreements.

- 3.6 The extension will not exceed a period of 1 year as the fore-tender of the Councils' new framework agreements will be completed within this timeframe. The total value of the variation and extension of both Framework Agreements is less than £1m.
- 3.7 The rates quoted by both Contractors for the extended period of each of their Framework Agreements represent best value for the Council when compared against the rates competitively quoted by them on the approved list referred to, in this paragraph.

Both Contractors competitively tender against other contractors for similar works under the Council's Approved List for grant funded disability adaptation works for Brent residents in private housing, for tenants of Registered Social Housing (RSL) and private tenants. The rates for which the Contractors quote competitively, apply where those residents have received disabled facilities grants and where they opt for the Council's agency service in relation to the adaptation works required to their properties.

- 3.8 Having assessed the content of paragraph 3.9 below, Officers confirm that the requirements within paragraph 3.9 of this report would have been satisfied had the Corporate Director had sufficient delegated authority to approve the recommendations within paragraphs 2.1, 2.2 and 2.3 of this report.
- 3.9 Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Corporate Directors may only vary and extend contracts and agreements provided that:
- (a) the extension would not be in breach of Procurement Legislation.
 - (b) the extension does not substantially alter the terms and conditions of the contract.
 - (c) there is sufficient existing budgetary provision.
 - (d) if the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract:
 - (i) in the case of any contract, agreement, deed or other transaction with a life of more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of one year.
 - (e) provided that in the case of any variation (other than an extension):

- (i) the total value of the variation is less than £1m; and
 - (ii) if the total value of the variation (and any previous variations agreed under this provision) is more than £50k it is not more than 50% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract).
 - (f) the relevant cabinet member shall be consulted prior to a decision within (d) (i) or (ii) and (e) (i) and (ii) above and may request that the decision instead be referred to them.
- 3.10 For the reasons detailed above the Corporate Director does not have delegated powers to agree the variation and extension but pursuant to paragraph 13 of Part 3 of the Constitution. I

Instead, the Cabinet Member for Housing, having consulted with the Leader has delegated powers to:

3.10.1 Agree contract extension and variation where the decision is excluded from officer delegated powers because:

- (a) the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract; and
- (b) the contract, agreement, deed or other transaction has a life of not more than one year (including any possible extension provided for in the contract) or
- (c) in the case of any variation (other than an extension):
 - (i) the total value of the variation is up to £1 million or more; and
 - (ii) the total value of the variation is more than £50k, but this is not more than 50% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract)

3.10.2 Agree other contract extensions, variations or terminations where the Cabinet Member requests that a decision be referred to them pursuant to Part 3 paragraph 9.5.

For the avoidance of doubt, the reference to “contract” in paragraph 3.10 of this report applies to the Framework Agreements referred to in the recommendations at paragraph 2.1, 2.2, and 2.3 of this report.

- 3.11 Subject to consultation with the Leader, the Cabinet Member for, has delegated powers to agree the proposed variation and extension.

4.0 Financial Considerations

- 4.1 The combined estimated value of the variation and extension of both Framework Agreements referred to at paragraph 2.1 is up to £700k. The current budget available for this is £700k and if contractors apply a 5% uplift, the number of adaptations will need to reduce in order to stay within the overall budget envelope.
- 4.2 The cost of this variation and extension of the Framework Agreements will continue to be funded from the Housing Revenue Account budget.

5.0 Legal Considerations

- 5.1 Officers recommend the variation and extension of the Framework Agreement as set out in paragraphs 2.1, 2.2 and 2.3.
- 5.2 The value of the original Contract is such that it is subject to application of the Public Contract Regulation 2015 (PCR 2015).
- 5.3 A contract may only be modified (to include an extension) without a new procurement procedure where this is done in accordance with Regulation 72 of the PCR 2015.

Regulation 72 sets out various circumstances in which it is possible to vary and extend a contract.

Regulation 72 (1)(b) of the PCR 2015 states that contract and framework agreements may be modified without a new procurement procedure for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor:

(i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement, and

(ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority;

provided that any increase in price does not exceed 50% of the value of the original contract.

- 5.4 Regulation 72 (2) sets out (2) Where several successive modifications are made:

- (a) the limitations imposed by the provision at the end of paragraph 72 (1)(b) shall apply to the value of each modification; and
 - (b) such successive modifications shall not be aimed at circumventing this Part.
- 5.5 Given the circumstances surrounding the proposed extension as set out in this Report, and the limited duration and value of the extension, it is considered that the Council is able to rely on Regulation 72 (1) (b) of the PCR 2015 in varying and extending the Contract as recommended.
- 5.6 Pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Housing, subject to consultation with the Leader, has delegated powers to agree the proposed extension and variation.
- 5.7 As set out in paragraph 3.10, pursuant to paragraph 13 of Part 3 of the Constitution, the Cabinet Member for Housing, subject to consultation with the Leader, has delegated powers to agree the proposed extension and variation.

6.0 Equity, Diversity & Inclusion Considerations

- 6.1 Pursuant to s149 Equality Act 2010 (the “Public Sector Equality Duty”), the Council must, in the exercise of its functions, have due regard to the need to:
 - (a) eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act
 - (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
 - (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it,
- 6.2 The Public Sector Equality Duty covers the following nine protected characteristics: age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 6.3 Having due regard involves the need to enquire into whether and how a proposed decision disproportionately affects people with a protected characteristic and the need to consider taking steps to meet the needs of persons who share a protected characteristic that are different from the needs of persons who do not share it. This includes removing or minimising disadvantages suffered by persons who share a protected characteristic that are connected to that characteristic.
- 6.4 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary.

- 6.5 The proposals in this report have not been subject to screening, but the original Framework Agreements, the extension of which, is sought in this report was subject to Equality Impact Assessment and no adverse equality implications were identified in respect of the Framework Agreements.

The variation and extension of the Framework Agreements will not change the impact of the services and works on those residents with protected characteristics and Officers therefore believe that there are no adverse equality implications arising from the variation and extension sought within paragraphs 2.1 and 2.2 of this report.

Given that there is sufficient budget for the works and services to be provided to those residents with protected characteristics during the extended period of the Framework Agreements, Officers believe there will be no adverse impact and no adverse equality implications arising from the variation and extension sought in paragraph 2.3 of this report.

7.0 Consultation with Ward Members and Stakeholders

- 7.1 There has been no Ward Member or stakeholder consultation in respect of the procurement or award of the right to supply under this Framework Agreement.

Any works to be undertaken by the Contractors will be subject to prior arrangement and agreement with those of the Council's tenants who occupy the houses and flats at which disabled facilities are to be installed or repaired.

8.0 Human Resources/Property Implications (if appropriate)

- 8.1 The works and services involved here are currently provided by an external contractor and there are no implications for Council staff arising from varying and extending the Frameworks Agreements

9.0 Public Services (Social Value) Act 2012

- 9.1 The Council is under a 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. Whilst this report concerns an extension to the Contract, Officers have nonetheless had regard to considerations contained in the Social Value Act in relation to the extension.
- 9.2 When the Frameworks Agreements were originally let, the Contractors addressed their Social Value commitment to the Council.

Those Social Value obligations are not affected by the variation and extension referred to at paragraph 2.1, 2.2 and 2.3 and the Contractors remain obliged to supply those commitments during any extended period of the Framework Agreements.

10.0 Climate Change and Environmental Considerations

10.1 As outlined within the report.

9.0 Human Resources/Property Considerations (if appropriate)

9.1 There are none.

10.0 Communication Considerations

10.1 There are none.

Report sign off:

Spencer Randolph
Director Housing Services