

Decision was taken by Officers in the Delivery and Commercial service to remove the cost of the Window finishes, stage curtains, blinds etc from the Main Contract. There had been a lot of dialogue between the Design Team (specifically Interior Design sub consultant) and Main Contractor re: the curtain specification, requirements, fire rating etc. This was something outside of Caddick's normal contract delivery and they asked for support from the interior design sub consultant regarding suppliers/ specialist contractors who were able to provide window finishes to the quality required and who understand the requirements of commercial standards. The material used isn't material used in the home and must be flame retardant and meet with various regulations.

During a Design Team meeting, it was noted that if the Main Contractor were to proceed with the supply and installation within the contract itself then the sub contractor cost i.e. cost of window finishes would be subject to 15% OH&P. This equated to circa £9,000 on top of the cost of window/ stage curtain finishes.

Whilst it is accepted that contractors will charge OH&P, it was felt that this was excessive for a sub-contractor who in effect comes in after all works are completed and where there is no work needed by sub contractors either to prepare the areas ready for the finishes or after the work is completed. There is no dependency on other trades which would therefore need to be tied up within the main contract. There was also significant dependency on the design sub consultant as opposed to contractor.

It was felt therefore that for value for money purposes, that this element would be ordered directly by the Council and that the window finishes, stage curtains, blinds etc would be fitted after practical completion. The existing window openings, the stage curtain tracking remained as existing and any tracking was installed by the window finishes company, therefore it was considered not to retain this element as part of the contract.

It was considered by officers that a potential payment to the Main Contractor of £9,000 was not justifiable in the circumstances and did not represent Value for Money, for them to simply place an order and to manage access and check Risk Assessments and Method Statements. Officers however do recognise that the Constitution and procurement policy should have been followed in this case, and accept the audit findings. Actions have been taken to ensure that the Constitution and procurement rules will be adhered to and if required exemptions and approvals will be sought in the future.

Delivery and Commercial Services

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