

NORTH SOMERSET COUNCIL DECISION

**DECISION OF: COUNCILLOR JAMES TONKIN. THE EXECUTIVE MEMBER FOR
PLANNING, BUILDING CONTROL, HIGHWAYS AND TRANSPORT
WITH ADVICE FROM: DIRECTOR OF DEVELOPMENT & ENVIRONMENT**



AND HEAD OF STRATEGIC PROCUREMENT

DECISION NO: 19/20 DE 258

**SUBJECT: PROCUREMENT PLAN: COST CONSULTANCY AND PROJECT
MANAGEMENT SERVICES FOR WINTERSTOKE ROAD BRIDGE AND HIGHWAY,
WESTON-SUPER-MARE**

KEY DECISION: NO

**REASON: CONTRACT STANDING ORDERS DO NOT DEEM PROCUREMENT
PLANS AS KEY DECISIONS.**

1.0 BACKGROUND:

1.1 Further to Council Report COU 104 dated 12 November 2019.

1.2 The report noted that Winterstoke Road bridge in Weston-super-Mare is in poor condition and has been weight restricted to 7.5tonnes. The bridge whilst carrying the highway is in the ownership of the MOD. The MOD have recognised the liability the bridge presents to them and would wish the council to take ownership and adopt the new bridge as part of the highway, with the bridge and the highway to be maintained at the public expense. A commuted sum paid by the MOD would cover 120years ongoing inspection and maintenance.

1.3 The report also noted the challenge fund bid to the Department for Transport (DfT) to resurface both Winterstoke Road and Broadway; this bid is currently being assessed by the DfT.

1.4 Additionally, the report approved the commissioning plan which noted the requirement to appoint cost and project management services to undertake key commercial and management services on behalf of the project team, including;

- Employers Agent including cost and commercial management including cost control, evaluation, tender documentation, risk and value management;
- Change management to enable cost control and to inform decisions;

- Project management, technical assurance services and quantity surveyor services including NEC project management and supervisor services;
- Carbon advocate, to assist the project team in developing project processes, protocols and metrics in the measurement and management of carbon reduction.

1.5 The current working programme headlines are detailed below;

- Council approval November 2019
- Procurement January 2020 - July 2020
- Design/Development August 2020-August 2021
- Works commence Autumn 2021
- Works complete Autumn 2022

1.6 The proposal supports Core Strategy policies, including:

CS10 Transportation and movement
 CS15 Mixed and balanced communities
 CS20 Supporting a successful economy

2.0 DECISION: To approve the procurement plan.

3.0 REASONS:

Winterstoke Road Bridge and the adjacent highway constitutes critical infrastructure that is at the end of its design life and must be replaced in a timely manner, whilst still representing value for money and the appropriate apportionment of risk between parties. The council does not have sufficient internal resources to provide the project management/cost consultancy services required for this capital project. In addition, the MOD has delegated the management of the scheme to the council and there is funding available to procure these services.

4.0 INTRODUCTION

4.1 The bridge at Winterstoke Road carries a Class C highway across the main London-Exeter railway line and enables vehicle access to industrial and residential areas from Weston-super-Mare town centre. The bridge is now at the end of its design life and, without extensive structural strengthening and repair works, would need to be closed as unsafe. It currently has a 7.5t weight limit imposed.

4.2 The bridge is owned and maintained by the Ministry of Defence (MOD). A whole life cost analysis completed by the MOD concluded that the preferred option is the complete replacement of the bridge. The MOD are responsible for funding the replacement. The bridge will upon completion be adopted by the council and form part of the public highway. The MOD will pay a commuted sum to cover maintenance and inspection costs.

4.3 The project team will procure cost and project management services for the replacement of the bridge, with a view to the bridge becoming a council highway asset following replacement.

5.0 COMMISSIONING PLAN

5.1 The Winterstoke Road Bridge Commissioning Plan which also incorporated acceptance of MOD funding and agreement to enter Heads of Terms was approved at the Full Council meeting on 12 November 2019 reference COU 104.

6.0 REQUIREMENT

6.1 Project Brief

The outcome of the project is to create a safer environment and improved accessibility for the community through the development of the Winterstoke Road Bridge and adjacent highway. The project shall achieve the following:

- Be satisfactory in design and construction to all stakeholders including Network Rail,
- Have a 120-year lifespan and meet North Somerset Council standards where applicable,
- Satisfy all statutory processes,
- Demonstrate provision for multi-modal access including car, bus, pedestrian and cyclist,
- Minimise disruption and disturbance to the local community during construction,
- Not introduce unnecessary operational and maintenance constraints,
- Deliver quantifiable Social Value through the scheme,
- Implement carbon management in construction with ambition to get as close to net zero carbon as possible,
- Consider Sustainability classification of CEEQUAL Excellent.

The project will also endeavour to:

- Satisfy the reasonable requirements of local community groups,
- Enhance local environment through sensitive design and construction activities,
- Carbon offset including remote planting through engagement with both NSC green infrastructure colleagues and wildlife organisations.

6.2 Key Stakeholders

The council will interface with several different stakeholders which may have input into the design and construction phase of the project. Key stakeholders include:

- **Ministry of Defence (MOD)** - Winterstoke Road Bridge is currently a MOD owned asset and the Project is part funded by the MOD. The MOD main representative will have a place on the Project Board; the responsibilities of the Project Board are highlighted in the Project Delivery Manual.
- **Network Rail** – The railway line from Weston-super-Mare to London runs beneath Winterstoke Road Bridge. The governance of the project shall consider Network Rail requirements in addition to the operational requirements of the railway, in design and replacement of the bridge. Due to the critical nature of design and construction, the Network Rail main representatives will have an advisory role to the Project Delivery Team.

6.3 Specification

6.4 There is a requirement to secure core employer's agent services which cover; project management, cost consultancy, client adviser, contract administration, lead designer and structural engineer (technical advisor element in design and build).

6.5 The cost consultants contract will commence Spring 2020 as they will be required early in the project to advise on many areas including tender documentation and assessment;

- Cost and commercial management including cost control, early warnings, cost evaluation, tender documentation, risk and value management, including forecasting, analysis of performance data and earned value analysis;
- Change Management to enable full cost control and informed timely decisions;
- Project Management, Technical assurance services and quantity surveyor services throughout the project;
- Supporting the council in the procurement and scope of services for suppliers (including preparation of tender documentation and appointment);
- Acting as the employer's agent with designers and construction contractors including tender coordination and management, carrying out control procedures including risk management, claim management and contractor/designer submission review.
- Acting as the employer's agent with Network Rail.

7.0 OPTION APPRAISAL

7.1 As shown below, three procurement options have been identified and assessed by the project team including major projects and procurement.

Option	Description	Shortlist	Explanation
Open market restricted tender	Using a NEC PSC, the council would undertake a full tender exercise to the market inviting via PQQ and ITT tenders for the specified work.	No	Lack of internal resource to manage the procurement exercise and the need to ensure timely appointment precludes this option when viable framework options exist.
CCS Project Management & Full Design Team Framework (RM3741)	Through Lot 1 multi-disciplinary services of the CCS framework we can secure full range of required professional services, Mini-competition will be undertaken.	Yes	NSC has experience of using CCS framework which is a nationally recognised source of professional services for public bodies. Secure time and resource savings. Bidders pre-qualified with a wide choice of bidders. Wide range of suppliers on the framework.
WECA Professional Services Framework	The WECA framework provides the option to secure a wide range of professional services including those required by this proposal.	No	Uncertainty over access timing to framework (not awarded at the time of writing this plan), and nature of conditions. Only three suppliers are on the framework.

7.2 The proposal is to use the Government's Crown Commercial Services Project management and Full Design Team Services framework agreement (RM3741) Lot 1 Multi-disciplinary services. Officers have undertaken research on the framework suppliers & services provided and found them to be suitable to provide the advice and support required.

There are 16 suppliers on the framework, who consist of: -

AECOM Ltd
 AHR Architects Ltd
 Arcadis LLP
 CAPITA Property & Infrastructure Ltd
 Deloitte LLP
 Faithful & Gould Ltd
 Gardiner & Theobald LLP

Gleeds Advisory Limited
 Kier Business Services Limited
 MACE LIMITED
 MCBAINS LTD
 Mott MacDonald Ltd
 Ridge and Partners LLP
 Turner & Townsend Project Management Ltd
 Wood Environment & Infrastructure Solutions UK Ltd
 WYG Engineering Limited

7.3 The council has previously used several of these companies who have a wide range of expertise to call upon pursuant to the project and cost management service specification.

7.4 Most of the framework suppliers have a local presence, mainly in and around the South West, reducing travel expenses. Carbon reduction and management will be a key assessment component within the tender opportunity. The Council will seek to ensure that all parties across the value chain work collaboratively, towards a common goal to reduce carbon, so achieving the following outcomes:-

- Reduced Carbon, reduced infrastructure cost;
- Promote innovation delivering benefits to society and communities;
- Carbon management will contribute to tackling climate change;
- Deliver more sustainable solutions.

7.5 Estimated Duration

The service and works are anticipated to take approximately 40 months

Task Name	Duration	Start	Finish
Contractor procurement (Stage 1a)	28 weeks	January 2020	July 2020
Employers Agent (EA) and Cost Consultant Procurement (Stage 1b)	16 weeks	January 2020	May 2020
Preliminary Design (Stage 2)	52 weeks	August 2020	August 2021
Planning Application (Stage 3)	22 weeks	February 2021	June 2021
Construction Phase (Stage 4)	70 weeks	2022	2023

7.6 As the service is very input based (securing and assessing work from others) and not specifically output based it is proposed to use, under the CCS framework, NEC Professional Services Contract Option E time charge. This is in line with industry practice including Highways England for this service provision and removes the constant change management and tracking required under a target cost.

8.0 RECOMMENDATION

8.1 Recommendation to proceed with the CCS framework Lot 1 Multi-disciplinary service NEC PSC Option E. The framework provides a timely, cost and resource efficient process for securing the service required; it will be quicker and less resource intensive than carrying out a competitive tender and contains enough resourced, competent and experienced suppliers to help de-risk delivery and ensure compliance.

8.2 The team will carry out a mini competition, so all the 16 pre-qualified suppliers could bid, and their fees cannot exceed the fees they quoted to get on the original framework agreement. The suppliers have signed up to the framework agreement terms and conditions and call-off contract, so the council will not have to write a contract for this procurement which will also save time and resource.

9.0 TIMESCALES

9.1 The following indicative timescales and actions have been created for the procurement of these works, which may be subject to change:

Task Name	Duration	Start	Finish
Draft Specification	6 weeks	November 2019	December 2019
Prepare Tender Documents	8 weeks	December 2019	January 2020
Issue Tender Documents	0 weeks	Jan/Feb 2020	
Tender Period	4 weeks	March 2020	March 2020
Tender review & recommendation	3 weeks	March 2020	April 2020
Contract reward report and decision	4 weeks	April 2020	May 2020
Director approval of contract award	2 weeks	May 2020	May 2020
Award of contract	4 weeks	May 2020	June 2020

10. GOVERNANCE

10.1 Winterstoke Road Project Board will be formulated to steer, direct, co-ordinate and oversee the delivery of the project in line with the council's approved major projects delivery team structure and delivery framework. The Project Board authorises a Project Plan to be delivered by the Project Manager and authorises strategic decisions or seeks authority for key strategic decisions from the council and the MOD. The Project Board considers Highlight and Exception Reports, changes to the project Risk Register, key deliverables as defined in the Project Plan and the contractor's social value and environmental commitments.

10.2 The Senior Responsible Owner (SRO) acts as the lead for the overall project representing the various stakeholders and Project Board. The Head of Major Projects is responsible for chairing Project Board meetings. The Project Manager is responsible for preparing project highlight reports. The SRO will ensure that the

project progresses in-line with the Project Plan and that the outputs agreed by the Project Board are achieved.

10.3 The Project Board comprises the following membership:

- **Head of Major Projects (chair)**
- **Senior Responsible Owner (NSC)**
- **Board members (decision making)**

Project Sponsor	NSC
Head of Major Projects	NSC
MOD Representative	MOD
- **Board members (advisor)**

Finance	NSC
Senior User	Network Rail
Project Manager	NSC
Procurement Manager	NSC

10.4 At the first formal meeting of the Project Board the following will be submitted for approval by the Board:

- Project Board Terms of Reference, making consideration of the Memorandum of Understanding and Heads of Terms between the council and MOD;
- Project delivery manual, risk register, programme, cost estimate;
- Delegated powers for change approval;
- Environmental and Social Strategy.

11. MARKET AND SUPPLIERS

11.1 The CCS framework allows for a capability assessment stage, whereby the council can advise the framework suppliers of the requirements and for the suppliers to advise the council if they have the capacity and capability to deliver the service. The council can then potentially invite only those suppliers interested in bidding for the requirement at further competition stage. The further competition will formally test the experience and proposed approach of the bidders.

12. SOCIAL VALUE AND SUSTAINABILITY

12.1 The tender will include a question on social value (10% of the quality weighting) in accordance with the council's social value policy. The social value question will seek bidders' tangible and specific commitments in relation to the social value outcomes:

- Increased employment to local people
- Reducing negative and promoting positive environmental impacts
- Supporting schools and life-long learning

12.2 The tender will include a question on carbon management (15%) approach and innovation to demonstrate key understanding, commitment and tangible deliverables. A carbon advocate role will be required to assist the project team in developing project processes, protocols and metrics in the measurement and management of carbon reduction.

12.3 The supplier will report on the progress of its social value and carbon commitments alongside all other KPIs.

13.0 EVALUATION

13.1 A higher quality criterion will be used, this will help ensure demonstrable evidence of experience of the specialisms needed, including, commercial and project management to ECC NEC requirements, technical services and Network Rail engagement and carbon advocacy. A weighting of 40% price and 60% quality will ensure the correct and appropriate balance of quality versus price.

13.2 The project team will provide clear specification with set deliverables and expected durations for the bidders to tender against.

13.3 A template will be provided for the purposes of providing a pricing model for resource allocation. This will help ensure that all bidders are providing a response that is equally comparable. There will be check points during the contract to keep track of delivery and the budget.

13.4 The evaluation panel will consist of project manager, external support and be moderated by procurement.

13.5 It is proposed that the received tenders are assessed and scored by 40% Price and 60% Quality. Price and quality assessment will score the following.

- **Price:** Based on the submission of resource schedule. The lowest total price will receive the maximum score of 100% and the prices of all other tenders will be expressed as a percentage of the maximum score.
- **Quality:** Quality will be assessed against the project outputs, behaviours and project management including assessment on the following topics.
 1. Business capability and resource
 2. Professional expertise
 3. Commercial offering
 4. Project team
 5. Track record
 6. Carbon advocacy
 7. Social Value contribution

Quality will have a weighted score of 60% and will be evaluated in accordance with the following scoring guidelines:

Score	Classification	Award Criteria
5	Excellent	A response that inspires confidence; specification is fully met and is robustly and clearly demonstrated and evidenced. Full evidence as to how the contract will be fulfilled either by demonstrating past experience or through a clear process of implementation.
4	Good	A response supported by good evidence/examples of the Bidders' relevant ability and/or gives the council a good level of confidence in the Bidders' ability. All requirements are met and evidence is provided to support the answers demonstrating sufficiency, compliance and either actual experience or a process of implementation.
3	Satisfactory	A response that is acceptable and meets the minimum requirement but remains limited and could have been expanded upon.
2	Weak	A response only partially satisfying the requirement with deficiencies apparent. Not supported by sufficient breadth or sufficient quality of evidence/examples and provides the council a limited level of confidence in the Bidders' ability to deliver the specification.
1	Inadequate	A response that has material omissions not supported by sufficient breadth and sufficient quality of evidence/examples. Overall the response provides the council with a very low level of confidence in the Bidders' ability to deliver the specification.
0	Unsatisfactory	No response or response does not provide any relevant information and does not answer the question.

13.8 The evaluation panel will be formed of 3 representatives from Major Projects and Transport and Infrastructure and procurement. The evaluation scores will be moderated to provide an agreed scoring for each bidder.

Any bidder scoring 0 will be excluded from the evaluation.

The evaluation panel may wish to hold clarification interviews if it assists in their decision making

14.0 CONTRACT MANAGEMENT

14.1 The use of Key Performance Indicators (KPIs) will be used as a tool to measure performance of the suppliers. These will be based around the core principles of time, cost and quality but will also link back to the quality element of the original submission.

14.2 Monthly bespoke reports will be produced by the supplier to monitor their progress against the key criteria in addition to the measurement requirements that form part of the NEC contract.

14.3 Formal monthly meetings will be held to monitor progress and review risks and issues to the project. The progress of the project will be summarised in a highlight report and presented to the Project Board. The project and contract management approach will be formalised through the project delivery manual.

14.4 The project and board structure will be undertaken in accordance with the agreed Major Projects and Technical Services project management and board protocols and processes.

15.0 FINANCIAL IMPLICATIONS

15.1 Costs

The total cost estimate for the project and cost management services through this procurement proposal is £0.9M.

15.2 Funding

An initial £10.8m has been secured from the MOD for the bridge replacement, subject to the agreement of the memorandum of understanding (MOU) being agreed, and £0.05m from NSC's LTP programme towards enhanced pedestrian and cycling provision.

Once confirmation of funding drawdown has been approved with the MOD, via the MOU, £10.85m will be added to the capital programme. An initial budget allocation of £400k has been awarded to progress the design of the bridge funded from the LTP programme and at the Councils risk.

Additional DfT funding via the maintenance challenge fund bid may also be available in the event of a successful bid announcement.

16.0 LEGAL POWERS AND IMPLICATIONS

16.1 The MOD is responsible for the repair and maintenance of Winterstoke Road Bridge. The highway crossing the bridge however, is the responsibility of the Highway Authority. Once the bridge is replaced to an adoptable standard and through a commuted sum it will form part of the public highway maintained at the public expense and be part of the council's highway asset.

16.2 Heads of Terms have been agreed between the Council and MOD which details the responsibilities of each in delivery of this project and maintenance of the asset both before, during and post-construction.

16.3 The Council will also enter an Asset Protection Agreement with Network Rail (NR) to ensure NR are able to be involved in the project development. Subsequent asset agreements relating to site investigation, design, development and construction will be entered into between the appointed contractor through the contract and NR.

16.4 The Contract will use standard NEC PSC terms and conditions as required by the CCS framework agreement. The Framework agreement was procured by the CCS and is compliant with the Public Contract Regulations 2015.

17.0 CLIMATE CHANGE AND ENVIRONMENTAL IMPLICATIONS

17.1 None specifically within this procurement opportunity, however as a valued member of the supply chain the supplier will play an active and key role in ensuring the council's ambition of carbon reduction is secured and achieved as an active member of the project team in the design, development and delivery of the proposed infrastructure.

17.2 The procurement process will also challenge the suppliers on their carbon footprint and how the cost consultants & project management services can be delivered in the most sustainable way including project specific requirements around communications, meetings and the like but also at an organisational level and their corporate approach and initiatives to sustainability, including the use of energy, transport, purchasing and staff.

18.0 CONSULTATION

18.1 Market engagement will be undertaken via the capability assessment outlined in section 11. This will assist in giving the market advance warning of the opportunity and establishing the market's capacity and capability for delivery.

19.0 RISK MANAGEMENT

19.1 The following key procurement risks have been identified and mitigating actions proposed, as summarised below

Description	Impact	Mitigation
Lack of market appetite	Limited returns and reduce value for money	CCS framework has a wide range of potential suppliers, offer is favourable to the market, the use of a mini-competition will be providing greater assurance of success.
Lack of market capacity	Limited returns or of poor quality.	CCS framework provides assurance of a depth and breadth of qualified,

Description	Impact	Mitigation
		experienced suppliers. The capacity assessment will confirm that capacity is available for this offer.
Lack of alignment with project outcomes	Benefits not achieved and/or needs not met	Specify contract and performance metrics aligned with agreed Project Brief and critical success factors.

20.0 EQUALITY IMPLICATIONS

Have you undertaken an Equality Impact Assessment? In Part

20.1 Assessment has been undertaken as part of scheme development however a full EQIA will be undertaken as part of the project design and development phase. The scheme proposed enhanced pedestrian and cycle facilities and linkages across and adjacent to the new bridge.

21.0 CORPORATE IMPLICATIONS

21.1 The provision of key enabling infrastructure and the improvement of the transport network widely supports the Corporate Plan objectives in all areas of Prosperity and Opportunity, Health and Wellbeing and Quality Places and Sustainability by improving opportunities for walking and cycling whilst replacing a key piece of locally strategic infrastructure.

APPENDICES

None

BACKGROUND PAPERS

COU19 12/11/19

Executive Member Briefing 23/07/18

EXE67 05/02/19

COU16 19/02/19

19/20 DE84;

PAS 2080:2016 Carbon Management in Infrastructure

Winterstoke Road Procurement Option Appraisal

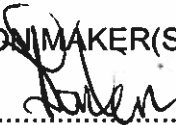
Winterstoke Road Risk Register

DfT Challenge Fund

<https://www.gov.uk/government/publications/apply-to-the-local-highways-maintenance-challenge-fund/local-highways-maintenance-challenge-fund-guidance-for-applicants-2019>

SIGNATORIES:

DECISIONMAKER(S):

Signed:  Executive Member for Planning, Building Control, Highways and Transport

Date: 15th JAN 2020

WITH ADVICE FROM:

Signed:  Director of Development and Environment

Date: 14 / 01 / 20

Signed:  Head of Strategic Procurement

Date: 15 / 1 / 20