

**Wards Affected:**

Hanslope Park Ward

**ITEM 10****DELEGATED DECISION****7 MAY 2013****AWARD OF CONTRACT FOR HAVERSHAM FLOODSPAN BRIDGES REFURBISHMENT (REF:CU2320)**

Author: Sue Chaundy, Team Leader Bridges. Tel : (01908) 252583,

Lead Officer: Rachael Kingsley, Head of Highways Tel: (01908) 252411

**Executive Summary:**

This report is seeking approval to award the contract for the essential refurbishment of the eight Haversham Floodspan Bridges on the Haversham to Wolverton Road.

Procurement Committee agreed that the tender could progress on 05/03/2013.

**1 Recommendation**

1.1 That the Contract for the replacement of the eight Haversham Floodspan Bridges be awarded to Supplier 1 who has scored the highest in accordance with the Most Economically Advantageous Tender (MEAT) evaluation.

**1.2 Context**

The contracted works will affect the parish of Haversham cum-Little Linford Parish, in the Hanslope Ward for the duration of the works which will be carried out under temporary lane closures.

**2 Background****2.1 Decision to Proceed to Tender**

2.1.1 This procurement was considered by Capital & Procurement Review Panel (C&PRP) on 13/02/2013. This procurement was approved to proceed to Tender by CPC on 05/03/2013.

2.1.2 An open tender was published on the Council's E-Tendering system on 19/03/2013.

**2.2 Consultation**

2.2.1 The specification for access, traffic management and the works period was developed following consultation with the relevant cabinet member and the following key stakeholders:

- Ward Councillors
- The Parks Trust and private landowners where applicable for access
- Statutory undertakers

2.2.2 The consultation highlighted a number of points which were built into the specification including:

- The works should be carried out under temporary lane closures and not a full road closure.
- The works should be carried out between the late spring and late summer bank holidays.

### 2.3 Market engagement and lessons learnt

2.3.1 The tender was advertised on the Council's E-Tendering system on 19/03/2013 and 4 tenders were returned on 15/04/2013. Two tender were rejected because they were non-compliant leaving 2 tenders to be reviewed using the MEAT evaluation.

2.3.2 The Tenders were evaluated by a suitably qualified and experienced panel of officers including bridge engineers from Mouchel Infrastructure Services and members of the project team.

2.3.3 A summary of the Risk Assessment is set out in section 4.2. The full risk assessment is available to Members on request.

2.3.4 The MEAT evaluation of tenders was based on 60% price and 40% quality. The evaluation of tenders resulted in the following results (note the actual names of suppliers their pricing and a break down of the Quality will be in the red paper)

	Quality score	Price score	Total score	Ranking
Supplier 1	28.94	60.00	88.94	1
Supplier 2	28.10	43.52	71.63	2

### 2.4 Contract Management

2.4.1 The Senior Client Officer for this contract is the Assistant Director of Highways and Transport.

2.4.2 The contract uses the NEC3 Engineering and Construction Contract as approved by the Council's Legal team.

2.4.3 The key governance processes include:

- Site supervision and project management to ensure works are in accordance with the design specification and agreed programme.
- Approval of contractors method statements.

- Weekly site progress reports submitted to MKSP Bridges Team Leader by the project manager highlighting progress, issues and remedies.
- Monthly meetings with the designer, project manager, supervisor and contractor and additional meetings (at a reduced frequency) to address specific or potential issues as they arise.
- Retention – 5% of the price of completed work will be retained from amounts due to the contractor until completion when this figure is reduced to 2.5%. This figure is retained until all defects are rectified.
- Escalation process. – The designers Mouchel escalate to the MKSP Bridges Team Leader who escalates to the MKC Head of Highways Services.

### 3 Implications

#### 3.1 Policy

3.1.1 The award of this contract will progress the following *priorities/outcomes* within the Corporate Plan 2012-16:

- CP14 – To have an efficient transport and highways infrastructure
- CP15 – To promote sustainable movement through the borough of Milton Keynes

3.1.2 The procurement of this contract has complied with Contract Procedure Rules, Financial Regulations and applicable European Procurement Regulations.

#### 3.2 Resources and Risk

3.2.1 The total value for the project (including amounts spent in prior years) is £529,106.60 of which the resource allocation in 2013/14 is £383k. The costs of the contract are contained within the Capital Bridge Programme for 2013/14.

3.2.2 The key OPPORTUNITY secured by this contract is provision of eight structures that are fit for purpose and the deterioration has been prevented ensuring the structures remain safe for use. It is assessed that the delivery of this contract provides a HIGH Likelihood that a HIGH Impact will secure the opportunity defined.

3.2.3 The key THREATS for this contract have been assessed as:

Risk	Likelihood	Mitigation
Delays to the contract commencement due to tender returns being higher than the available budget	M	Bridges Capital Programme re-phasing as appropriate
Delays to contract commencement due to adverse weather and flooding as the structures cross a flood plain	M	Unavoidable

3.2.4 The governance measures set out in 2.4 above provide a basis to conclude that these threats, properly managed represent a MEDIUM Likelihood or a MEDIUM Impact.

3.3 Resources & Risk Implications

Y	Capital	Y	Revenue	N	Accommodation
N	IT	Y	Medium Term Plan	N	Asset Management

3.4 Carbon and Energy Management  
N/A

3.5 Legal

Under Section 41 of the Highways Act 1980 MKC has a Statutory Duty to maintain the public highway. This embraces the two legal essential functions of 'safe for use' and 'fit for purpose'. Network Management duties under sections 16 and 17 of the Traffic Management Act 2004.

Legal have advised that the NEC 3 contract could be used and said that the Construction Client's Board (formerly Public Sector Construction Clients' Forum) recommends that public sector organisations use the NEC3 contracts when procuring construction. Standardising use of this comprehensive suite of contracts should help to deliver efficiencies across the public sector and promote behaviours in line with the principles of Achieving Excellence in Construction

The Contract and its procurement are compliant with Council Constitution, UK and European Laws.

3.6 Other Implications

N	Equalities/Diversity	Y	Sustainability	N	Human Rights
N	E-Government	Y	Stakeholders	N	Crime and Disorder
N	Carbon and Energy Policy				

Background Papers: Decision to Proceed to Tender 05/03/2013