

# WIRRAL COUNCIL

## CABINET

15 MARCH 2012

<b>SUBJECT:</b>	<b><i>BROMBOROUGH STATION FOOTBRIDGE PARAPET REPLACEMENT – CONTRACT VARIATION</i></b>
<b>WARD/S AFFECTED:</b>	<b><i>EASTHAM, CLATTERBRIDGE</i></b>
<b>REPORT OF:</b>	<b><i>DIRECTOR OF TECHNICAL SERVICES</i></b>
<b>RESPONSIBLE PORTFOLIO HOLDER:</b>	<b><i>COUNCILLOR      DAVE      MITCHELL, STREETSCENE &amp; TRANSPORT SERVICES</i></b>
<b>KEY DECISION?</b>	NO

### 1.0 EXECUTIVE SUMMARY

- 1.1 The purpose of this report is to inform Members pursuant to Contract Procedure Rule 16.1.2 that the contract to replace the parapets of Bromborough Station Footbridge has been varied for technical reasons, to ensure the successful delivery of the contract, which has by consequence increased the cost of the contract by more than 10%.
- 1.2 The works described in this report promote the Council's Corporate Priorities by contributing to the goal to "have a safe and well-maintained highway network for all users".
- 1.3 The Council has a statutory duty to maintain the highway network.

### 2.0 BACKGROUND AND KEY ISSUES

- 2.1 Bromborough Station Footbridge is a Council-owned highway structure carrying the southern footway of Allport Road, across the electrified Liverpool/Chester railway line, adjacent to Bromborough Station. Replacement of the parapets on the footbridge, using galvanised steel components in place of the sub-standard timber and glass-reinforced plastic, was recommended in a report prepared by the Council's consultant, Capita Symonds, in April 2009. The works were subsequently included in the LTP Highways Capital programme for 2011/12.
- 2.2 A tender for the works from DCT Civil Engineering Ltd in the sum of £71,991.30 was received on 12 September 2011. The tender was recommended for acceptance by the Council's consultant, Atkins Ltd, who had been appointed as Project Manager. The tender was accepted under delegated authority by The Director of Technical Services and this was subsequently reported to the Sustainable Communities Overview and Scrutiny Committee pursuant to Contract Procedure Rule 14.1.5 on 30 January 2012.
- 2.3 In order for the works to be undertaken it was necessary for the Council to reserve a number of rail possessions with Network Rail under separate agreement, which was

based on nationally agreed terms. The track possession dates and times were included in the Council's contract with DCT Civil Engineering Ltd. However, Network Rail give no guarantee regarding the duration of possessions in their agreements, hence any consequential delay implications are borne by the employer. During the course of the works the actual working time allowed by Network Rail within each night time possession averaged 4.5 hours against an indicative 6 hours. This resulted in the contractor requiring one more possession than planned to complete the works and thus a legitimate time-related cost and expense payment was due to the contractor.

- 2.4 The contract required that accurate site measurements be taken by the contractor in order that the new parapets could be manufactured to exactly fit the existing bridge structure. However, for technical reasons relating to the differences in the fixing arrangements of the old and new parapets, it proved difficult to record accurate measurements and some re-working of the new steel components was required, for which the Project Manager agreed the contractor was entitled to be compensated.
- 2.5 Shortly after commencement of the site works on 24 October 2011, Merseyrail, who manage the Station building, requested that the Project Manager instruct the contractor to provide a temporary pedestrian crossing to substitute, at a different location, the permanent pedestrian crossing which had needed to be closed to facilitate the contractor's traffic management proposals.
- 2.6 A number of minor works variation instructions were issued by the Project Manager, including sealing of the bridge deck expansion joints and the application of anti-skid treatment on the sloping section of the footbridge surface. These instructions were issued following consideration by Council officers following various enquiries received from local Council Members and the public, and are considered to have contributed to a safer finished scheme.
- 2.7 The cumulative effect of the contract compensation events described in paragraphs 2.3 to 2.6 above is that the final payment due to DCT Civil Engineering Ltd is expected to amount to £109,051.90, which represents an increase of £37,060.70, or approximately 51%, on the tender sum.

### **3.0 RELEVANT RISKS**

- 3.1 There are no risks arising from this report. The financial implications are discussed at section 7 below.

### **4.0 OTHER OPTIONS CONSIDERED**

- 4.1 The parapet replacement option selected, using 1.5m high galvanised steel parapets fabricated off site and fitted to the bridge during rail possessions, was recommended in a feasibility report prepared by Capita Symonds in April 2009.
- 4.2 Other options considered in the Capita Symonds report but rejected on cost, safety or technical grounds included: like-for-like replacement; replacement with 1.1m high steel parapets; replacement with reinforced concrete parapets.

## **5.0 CONSULTATION**

5.1 Network Rail and Merseyrail were consulted during the works design and construction process.

## **6.0 IMPLICATIONS FOR VOLUNTARY, COMMUNITY AND FAITH GROUPS**

6.1 There are no implications for voluntary, community or faith groups arising from this report.

## **7.0 RESOURCE IMPLICATIONS: FINANCIAL; IT; STAFFING; AND ASSETS**

7.1 The tender sum submitted by DCT Civil Engineering Ltd and the initial contract sum were significantly lower than the next lowest tender and the Project Manager's estimate for the works. An employer's risk allowance was set aside in the budget to cover compensation events. The final invoice from Network Rail was lower than their initial estimate. Consequently, despite the contract cost increases reported at paragraph 2.7 above, the overall project cost is within the budgeted allowance provided for in the 2011/12 LTP Highways Capital Programme.

7.2 There are no IT or staffing implications arising from this report.

7.3 The Council's highway asset has been improved as a consequence of the works.

## **8.0 LEGAL IMPLICATIONS**

8.1 There are no legal implications arising from this report.

## **9.0 EQUALITIES IMPLICATIONS**

9.1 Has the potential impact of your proposal(s) been reviewed with regard to equality?

No because there is no relevance to equality.

## **10.0 CARBON REDUCTION IMPLICATIONS**

10.1 There are no carbon or other environmental implications arising from this report.

## **11.0 PLANNING AND COMMUNITY SAFETY IMPLICATIONS**

11.1 Planning consent was not required for the works.

11.2 As a result of the works the footbridge is now safer for use by the community.

## **12.0 RECOMMENDATION**

12.1 That Members note the content of this report.

## **13.0 REASON FOR RECOMMENDATION**

13.1 Contract Procedure Rule 16.1.2.

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## **APPENDICES**

*None*

## **REFERENCE MATERIAL**

Bromborough Station Footbridge Structure No.38 Parapet replacement and Footway Resurfacing Feasibility Report, Capita Symonds, April 2009

Wirral Council Bromborough Bridge Parapet Replacement Tender Appraisal, Ref 5101599/GJC/001, Atkins Ltd, September 2011

## **SUBJECT HISTORY (last 3 years)**

<b>Council Meeting</b>	<b>Date</b>
<b>Sustainable Communities Overview &amp; Scrutiny Committee</b>	<b>30 January 2012</b>