

**To: Finance, Resources and Customer Services Policy Board**

**On: 11 December 2024**

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**Report by: Director of Environment, Housing and Infrastructure and Director of Finance and Resources**

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**Heading: Contract Authorisation Report for Clyde Waterfront and Renfrew Riverside (CWRR) Bridge Maintenance Contract (RC-CPU-23-137)**

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## **1. Summary**

- 1.1 The purpose of this report is to seek approval of the Finance, Resources and Customer Services Policy Board to award a Services Contract for Clyde Waterfront and Renfrew Riverside (CWRR) Bridge Maintenance Contract (RC-CPU-23-137) to Fairfield Control Systems Limited.
  - 1.2 The recommendation to award the NEC4 Term Service Short Contract (June 2017) follows a procurement exercise which was conducted using the Open Procedure in accordance with Public Contract (Scotland) Regulations 2015 and the Council's Standing Orders Relating to Contracts 1 January 2024 for an above Threshold Services Contract.
  - 1.3 A Contract Strategy was approved by the Head of Climate, Public Protection and Roads and the Corporate Procurement Manager in February 2024.
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## **2. Recommendations**

It is recommended that the Finance, Resources and Customer Services Policy Board:

- 2.1 Authorises the Head of Corporate Governance to award the Term Service Contract in the form of NEC4 Term Service Short Contract (June 2017) as

amended by additional 'Z' clauses for Clyde Waterfront and Renfrew Riverside (CWRR) Bridge Maintenance Contract (RC-CPU-23-137) to Fairfield Control Systems Limited.

- 2.2 Authorises the *service period* of up to 5 years with optional Break Clauses. Contract Award is anticipated to be 23 December 2024 and the *starting date* will be subject to the completion of the CWRR Main works contract and commencement of bridge operation services by the Council.
- 2.3 Authorises the *total of the Prices* for Part 1 services of £725,986.00 exclusive of VAT.
- 2.4 Authorises up to £274,014.00 exclusive of VAT for the duration of the *service period* for reactive and unplanned activities to be instructed by the Council on a Task Order basis.
- 2.4 Authorises the Approved Contract Value of up to £1,000,000 excluding VAT for the *service period* (including the *total of the Prices* for Part 1 services and allowance for Task Orders).
- 2.5 Authorises that the Contractor's total liability is limited to a minimum of £10 million each and every claim in respect of loss or damage to property (except Plant and Materials and Equipment) with one annual reinstatement, and an annual limit of £200,000 for uninsured losses. The service's mitigation for agreeing limits of liability is set out in the Risk Implications section of this report.

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### 3. **Background**

- 3.1 Renfrewshire Council is regenerating the Clyde Waterfront with a new road bridge over the River Clyde at Renfrew. The Renfrew Bridge is the first opening road bridge across the River Clyde and includes a two-lane road for vehicles, pedestrians and cyclists. Spanning 184 metres, it is a cable stay twin-leaf design with each leaf opening and closing horizontally.
- 3.2 The bridge will open for river traffic with most commercial vessels travelling on the river during high tide, which happens once during the day and once during the night. When this happens, the bridge will be closed to road traffic, with signs nearby and information online providing advance notice of any closure to allow people to plan ahead and use alternative routes.
- 3.3 Renfrewshire Council requires to appoint a suitable Contractor to carry out inspections, planned maintenance activities and an emergency call out service for the Renfrew Bridge. The Contract will also include scope for the Contractor to undertake reactive, unplanned activities uncovered during

routine maintenance and/or operation on a Task Order basis. Where an unplanned Task is deemed by the Client's service team as high risk, the Council reserves the right not to instruct this task through this Contract and instead procure a separate contract for those specific works with appropriate levels of insurance.

- 3.4 The procurement exercise for this Contract was conducted in accordance with the Open Procedure under the Public Contract Scotland Regulations 2015 and the Council's Standing Orders relating to Contracts 1 January 2024 for an above Threshold Services Contract.
- 3.5 To initiate this procurement process, a Contract Notice was published on Find-a-Tender Service via the Public Contracts Scotland advertising portal on 24 April 2024, with the tender documentation available for downloading from the Public Contract Scotland – Tender portal from this date.
- 3.6 During the live tender period, 8 organisations expressed an interest. By the closing date set for the return of electronic tender submissions, 12 noon on 8 July 2024, 1 organisation submitted a response, 4 declined to respond and 3 organisations failed to respond.
- 3.7 Tenderers were required to complete a Single Procurement Document (SPD) to be submitted with their submission. The 1 tender submission was evaluated against a pre-determined set of criteria in the form of the SPD by representatives from the following Council services: Environment, Housing and Infrastructure, representatives from Jacob's UK Limited (who are acting as Site Supervision Consultant for the Clyde Waterfront and Renfrew Riverside Project), the Corporate Procurement Unit, Corporate Risk, and Corporate Health & Safety.
- 3.8 The tender submission received complied with the minimum criteria within the SPD and was evaluated against the Award Criteria 60% quality and 40% price.
- 3.9 The score relative to the Award Criteria and tender submission for Fairfield Control Systems Limited is detailed below:

<b>Tenderer Name</b>	<b>Quality Score (60%)</b>	<b>Price Score (40%)</b>	<b>Total Score (100%)</b>
Fairfield Control Systems Limited	37.00%	40.00%	77.00%

- 3.10 Following the tender evaluation in accordance with the criteria set out in the procurement documents, the tender submission received by Fairfield Control

Systems Limited is deemed to meet the Council's requirements within budget and was therefore deemed to be value for money.

- 3.11 The form of Contract is the NEC4 Term Service Short Contract (June 2017) with additional 'Z' clauses.
- 3.12 The costs for the CWRR Bridge Maintenance Contract will be met from the Environment, Housing and Infrastructure Services budget.
- 3.13 Community Benefits were requested as part of the further competition procedure and Fairfield Control Systems Limited advised within their tender submission that the following Community Benefit will be deliver as part of the Contract:

Community Benefit Outcome	No. People/Activity
Industry Awareness Events <ul style="list-style-type: none"> <li>• Schools</li> <li>• Invest in Renfrewshire – Employability</li> <li>• Further Education</li> </ul>	3
Industry Skill Transfer to Schools	1

## Implications of the Report

1. **Financial** – The costs for the CWRR Bridge Maintenance Contract will be met from the Environment, Housing and Infrastructure Services revenue budget. Costs for planned maintenance activities are anticipated to be circa £137,376.00 per annum for the first 4 years and £176,482.00 for year 5, therefore the total cost for 5 years of planned maintenance is anticipated to be £725,986.00 exclusive of VAT.

The Contract includes support for emergency, unplanned and reactive services for the CWRR bridge for the duration of the Contract. An allowance of £274,014.00 will be available for the total *service period*.

2. **HR & Organisational Development** – None arising directly from this report.
3. **Community/Council Planning** –
- **Our Renfrewshire is thriving** – maximising economic growth, which is inclusive and sustainable.
  - **Our Renfrewshire is well** – supporting the wellness and resilience of our citizens.
  - **Our Renfrewshire is fair** – addressing the inequalities which limit life chances.

Place:

- Working together to ensure our neighbourhoods are safe, vibrant, and attractive places to live.
- Delivering strong universal services for everyone.

Economy:

- Linking opportunities to enhance economic benefits for Renfrewshire.
- Ensuring that all people can benefit from the inclusive growth in Renfrewshire.

Fair:

- Reducing inequalities.
- Supporting improved health and wellbeing for our citizens.
- Creating inclusive and supportive learning environments for children and young people.

Green:

- Protecting, enhancing, and supporting equal access to nature across all our communities.

Living our Values:

- Ensuring our organisation is financially sustainable.
- Delivering Best Value for our citizens and customers.

4. **Legal** - This Procurement was carried out using the Open Procedure in accordance with the Public Contract (Scotland) Regulations 2015 and the Council's Standing Orders Relating to Contracts for an above Threshold Services Contract.
5. **Property/Assets** – This contract will ensure the inspection and maintenance of the Renfrew Bridge, the Council's new opening road, pedestrian and cycle bridge over the River Clyde.
6. **Information Technology** – None arising directly from this report.
7. **Equality & Human Rights** - None arising directly from this report.

8. **Health & Safety** – Fairfield Control Systems Limited health and safety credentials were evaluated by Corporate Health and Safety and met the Council’s requirements regarding health and safety.
9. **Procurement** – The procurement procedures outlined within this report ensures that the Council meets its statutory requirements in respect of procurement procedures, efficiency, and modern Government.
10. **Risk** – This Contract includes limits on the Contractor’s liability to the required levels of insurance for the Contract with a separate annual cap of £200,000 for uninsured losses.

The level of public liability insurance (£10,000,000 each and every claim with an annual reinstatement) is considered adequate for the routine nature of the planned maintenance activities required through this Contract. The Council’s service team will consider requirements for any unplanned or reactive maintenance on a task-by-task basis and reserve the right not to instruct such Tasks through this Contract. Where the risk or complexity of any work is deemed by the Council’s service team to exceed the levels of insurance set for this Contract, the Council will procure a separate contract to undertake that specific requirement with adequate levels of insurance.

Fairfield Control Systems Limited insurance documentation was evaluated by the Corporate Risk team and met the requirements regarding insurance.

11. **Privacy Impact** – None arising directly from this report.
12. **Climate Risk** - The level of impact associated with provision of this service has been assessed using the Scottish Government Sustainability Test and is considered to be low risk.
13. **Children’s Rights** – This report does not cover a new policy, function or strategy nor a substantive change to an existing policy, function or strategy which will have an impact on children’s rights.
14. **Cosla Policy Position** – None arising directly from this report.

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## List of Background Papers

- (a) None

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