

Divisions Affected – Eynsham, Cassington, Witney (North and East)

**CABINET MEMBER FOR
INFRASTRUCTURE & DEVELOPMENT STRATEGY**

14 December 2023

**NEC4 Professional Service Contract in respect of the Planning,
Preliminary & Detailed Design of the A40 HIF2 scheme.**

Report by Corporate Director of Environment & Place

RECOMMENDATION

1. The Cabinet Member is RECOMMENDED to

delegate authority to the Corporate Director of Environment & Place in consultation with the Director of Finance and the Head of Legal Services & Deputy Monitoring Officer to complete the NEC4 Professional Service Contract (for the value given in the Annex A) with Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited to be called off under the SCAPE Civil Engineering Gen3 Framework in relation to the Detailed Design of the A40 HIF2 scheme together with all related ancillary agreements [such as, Parent company guarantee and collateral warranties].

Executive Summary

2. This report seeks to ensure that authority is in place to enter into a contract for professional services (for the value given in the Annex A) and all related ancillary agreements with Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited for the Planning, Preliminary & Detailed Design of the A40 HIF2 scheme.

Background

3. The A40 HIF2 Scheme proposes the following improvements:
- Full bus priority eastbound along the A40 between the new Eynsham Park & Ride and Oxford North
 - Maximised bus priority westbound along the A40 between Oxford North and the new Park and Ride.
 - A high-quality active travel route along the A40 between Eynsham Park & Ride and North Oxford.
 - A junction onto the A40 from the Park & Ride
 - A scheme that can be largely delivered within existing highway boundaries.

4. The purpose of this report is to obtain approval for the Council to enter into a Professional Service Contract and all related ancillary agreements with Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited for the Planning, Preliminary & Detailed Design of the A40 HIF2 scheme.

Key Issues

5. It is essential that this decision is made urgently in respect of entering into a contract with Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited to ensure that the Planning, Preliminary & Detailed Design can progress, and subsequent construction programme is not adversely affected.
6. The key driver for use of the SCAPE Civil Engineering Gen3 Framework between Scape Procure Limited and Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited is time; this route will produce the shortest time to commence Planning, Preliminary & Detailed Design and the subsequent construction programme.
7. Furthermore, Balfour Beatty have been the County's delivery partner on the Science Transit phase 2 (STP2) and A40 HIF2 scheme since 2020, delivering the Design and Build contract STP2 Eynsham Park and Ride scheme, which is nearing construction completion and will directly connect to the works being delivered under the proposed new contract. Helping to drive time and cost (including value for money) efficiencies and, thereby, ensure that the project adheres to the latest programme/timescales.

Exempt Information

8. The Annex to the report contains information that is exempt in that it is information relating to the financial or business affairs of any particular person (including the authority holding that information).

Financial Implications

9. Subject to the funding approval from Homes England, a waiver letter received from Home England 31st October 2023, limited future claims on the scheme to specific items. However, Planning, Preliminary & Detailed Design of the A40 HIF2 scheme Professional Service Contract, was one of the permissible items, on which claims could continue to be made.
10. As identified previously, this report seeks to ensure that authority is in place for entering of a Professional Service contract (for the value given in the Annex A) and related ancillary agreements to be issued to Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited (pursuant to Scape Civil Engineering Gen3 Framework) for the delivery of the Planning, Preliminary & Detailed Design of the A40 HIF2 scheme.

11. The value given in Annex A is the cost for Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited for the Planning, Preliminary & Detailed Design of the A40 HIF2 scheme. on behalf of the County Council which falls within the 'approved budget':
 - (a) Home's England – Housing Infrastructure Fund - £106.756m - Grant Determination Agreement (GDA), Deed of Variation (DoV) signed October 2021

Comments checked by: Rob Finlayson, Finance Business Partner
(rob.finlayson@oxfordshire.gov.uk)

Legal Implications

12. When procuring goods, services or works, the procurement must be conducted in accordance with the Council's Contract Procedure Rules and, where applicable, the Public Contracts Regulations 2015 (PCRs).
13. The value of the proposed contract for Planning, Preliminary & Detailed Design is given in Annex A and therefore is above the PCRs threshold for services which currently stands at £213,477 inc VAT.
14. The SCAPE Civil Engineering Gen3 Framework between Scape Procure Ltd and Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited was entered into on 21st November 2022 following a public procurement exercise under the PCRs and expires on 21st November 2026. The proposed call-off contract between Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited and the Council is a NEC4 Professional Service Contract. This Framework is a single supplier Framework and therefore the Council is making a direct award. Single supplier Frameworks are permitted under the PCRs.
15. The Council will be delivering the A40 HIF2 Scheme in its capacity as the highway authority for Oxfordshire under the Highways Act 1980.

Comments checked by: Anita McEleney, Locum Solicitor (Legal Services) –
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Staff Implications

16. There are no staff implications.

Risk Management

17. If the Council does not enter a contract with Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited in respect to the delivery of the Planning, Preliminary & Detailed Design of the Scheme as soon as practicably possible then this could put further pressure on the Council's ability

to spend the Housing Infrastructure Fund within the funding allocated to the Scheme under the Grant Determination Agreement.

18. Furthermore, Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited will not be able to commence the Planning, Preliminary & Detailed Design as per the latest programme until the call-off contract has been entered, which could have financial and time implications.
19. Both of these risks could result in reputational damage if the Council does enter the contract with Balfour Beatty Civil Engineering Ltd acting as agent for Balfour Beatty Group Limited in a time-efficient manner.

Bill Cotton, Corporate Director of Environment & Place

Annex:	Annex A – Project Details
Background papers:	Nil
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