

# WARWICK DISTRICT COUNCIL

**TO: DEVELOPMENT COMMITTEE - 10th JANUARY 2000**  
**PERFORMANCE REVIEW SUB-COMMITTEE 19<sup>TH</sup> JANUARY 2000**

**SUBJECT: WHITNASH TRAFFIC CALMING CONTRACTOR'S APPRAISAL**

**FROM: ENGINEERING**

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## 1.0 PURPOSE OF REPORT

1.1 To report to Members on the performance of Bardon Aggregates Construction in their undertaking of the Whitnash Traffic Calming Scheme.

## 2.0 BACKGROUND

2.1 In December 1998 six Contractors were invited to submit tenders for the Whitnash Traffic Calming Scheme. Of the six, Bardon Aggregates Construction submitted the most favourable tender.

2.2 As a result of the difference between the tendered sum (£139K) and the available budget for the works (£80K) award of the Contract was delayed whilst negotiations with J J Gallagher LTD, the developer of the Heathcote Home Farm Development, were undertaken to secure the additional funding required.

2.3 In May 1999, Bardon Aggregates Construction were finally awarded the Contract. The Contractor commenced the Works on Site on 19th July 1999. A six week Contract Period was agreed.

2.4 During the course of the Works many problems with the Contractors performance were encountered. This resulted in a request for a detailed report on the Contractor's overall performance in undertaking the Works.

## 3.0 CONTRACTORS PERFORMANCE APPRAISAL

3.1 **Appendix 1** details the Engineering Business Units appraisal of Bardon Aggregates Construction performance during the contracted Works.

## 4.0 CONCLUSION

4.1 The Contractor's appraisal undertaken by Engineering Officers who were actively involved in the administration and supervision of the Whitnash Traffic Calming Scheme sheds a very poor light on the Contractors overall performance.

4.2 The assessed rating of 44 falls below the mid point of the 'bad' performance band rating.

- 4.3 Engineering would expect any Contractor registered on the Councils Select List to achieve a performance rating of 'good' (61-84) or above.
- 4.4 The many problems and difficulties outlined in the summary comments of the Contractors Performance Appraisal (Appendix1) resulted in a disproportionate amount of Officers valuable time having to be spent in managing the Contractor and the consequences of his activities.
- 4.5 The Contractor failed in meeting with the expectations and standards of the Engineering Business Unit and indeed of this Council.

## 5.0 KEY ISSUE STRATEGIES

- 5.1 Issues contained in the report have links with the following Key Issue Strategies:

Community:	CO2, CO3, CO4
Environment:	EN7
Equality & Equal Access:	EQ4
Joint Working & Public Participation:	JW1, JW2, JW11, JW12

## 6.0 RECOMMENDATION

- 6.1 It is RECOMMENDED that Bardon Aggregates Construction are removed from the Council's Select List of Contractors forthwith and until such time that the Head of Engineering is confident of their suitability for future inclusion

**A.S.IWANIKIW**  
**OPERATIONS MANAGER**

## **BACKGROUND PAPERS**

Development Committee Report 27<sup>th</sup> July 1998 Traffic Calming, Heathcote Road, Whitnash.  
WCC's Operations Sub-Committee Report 20<sup>th</sup> August 1998 - Whitnash Traffic Calming.  
Correspondence File - R9.97.09

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**Areas in District**  
**Affected:** Whitnash Ward.

WARWICK DISTRICT COUNCIL  
ENGINEERING BUSINESS UNIT

**CONTRACTORS PERFORMANCE APPRAISAL**

**CONTRACT:** WHITNASH TRAFFIC CALMING SCHEME

**CONTRACTOR:** BARDON AGGREGATES CONSTRUCTION

**CONTRACT START DATE:** 19<sup>th</sup> July 1999 **CONTRACT PERIOD:** 6 weeks

**CONTRACT SUBSTANTIAL COMPLETION:** September **CONTRACT TENDER SUM:** £ 139K

**APPRAISOR(s):** Tony Iwanikiw & Steve Charlton

*Please enter the rating for the Contractor's performance in undertaking the Contracted Works  
(1 = Very Bad 2 = Bad 3 = Good 4 = Very Good).*

—	<i>ASPECT</i>	<i>RATING 1, 2, 3, 4</i>
<b>1.</b>	<b>GENERAL</b>	
a.	Management of Contract	2
b.	Contractors Supervision	1
c.	Control of Sub-Contractors	1
d.	Adequacy of Plant and Labour	2
e.	Adherence to Programme/Rate of Progress	2
f.	Response to Instructions/Variations and Emergencies	2
g.	Public Relations	3
h.	Level of Complaints	2
i.	Attitude to Claims	3
<b>2.</b>	<b>SAFETY</b>	
a.	Attitude to Health and Safety	1
b.	Traffic Management	2
c.	Pedestrian Management	1
d.	Compliance with Chapter 8	1
e.	Out of Hours Protection	1

<b>3.</b>	<b>METHOD OF WORKING</b>	
a.	Safe Working Practises	<b>1</b>
b.	Permitted Hours	<b>3</b>
c.	Site Tidiness	<b>2</b>
d.	Plant and Materials Storage	<b>3</b>
e.	Dealing with Services	<b>3</b>
f.	Plant Useage	<b>2</b>
<b>4.</b>	<b>WORK QUALITY</b>	
a.	Compliance with Specification	<b>2</b>
b.	Attention to Detail	<b>1</b>
c.	Extent of Remedial Works	<b>1</b>
d.	Attention to Remedial Works	<b>2</b>
<b>COMMENTS</b>		
See attached comments.		
<b>RATING BANDING:</b>		
1.	Very Bad	24 - 36
2.	Bad	37 - 60
3.	Good	61 - 84
4.	Very Good	85 - 96
<b>BARDON AGGREGATES CONSTRUCTION</b>		<b>OVERALL RATING</b>
		<b>44</b>

1.0 GENERAL

1(a) Management of Contract - (rating 2)

Bardon Aggregates Construction (Bardons) devolved their responsibility for the day to day management of the Works to their Main Sub-Contractor who undertook the overall construction of the Works.

Their own Site Agent, whose employment with Bardons was terminated in week 6, visited the site occasionally and seemingly only for the purpose of representing the Main Contractor at the pre-programmed weekly site meetings.

Towards the end of the extended Contract Period, management of the Works was carried out by a replacement Site Agent and subsequently by Bardon's Quantity Surveyor.

In general terms the Sub-Contractor was left to directly manage and progress the works in liaison with Council Officers with a minimum input from Bardons. This resulted in a greater than acceptable input by Council Officers in day to day management of the Site Works.

1(b) Contract Supervision - (rating 1)

As a result of the Contractor's devolvement of responsibility to his Sub-Contractor, day to day supervision was undertaken by the Sub-Contractors Principal who was not in constant attendance throughout the progress of the Works.

Engineering Officers often experienced difficulties in making immediate contact with the Sub-Contractors Principal. The urgency of certain situations resulted in occasions where verbal instructions had to be given by Engineering Staff direct to the Sub-Contractors subordinates. This resulted in instructions not always being actioned.

The Principal Contractor failed in his contractual responsibility to properly supervise the works with the onus of responsibility left to the client.

1(c) Control of Sub-Contractors - (rating 1)

Although Bardons kept in regular contact with the Sub-Contractors Principal their devolvement of daily responsibilities resulted in Engineering Officers dealing direct with the Sub-Contractor. Although this form of liaison was accepted for practical purposes it does shed light on Bardon's lack of commitment in terms of fulfilling their contracted responsibilities for supervision as Principal Contractor. This resulted in Engineering Officers spending a disproportionate amount of time supervising the works on a day to day basis.

1(d) Adequacy of Labour and Plant - (rating 2)

Generally the levels of labour and plant resources dedicated to the Works were adequate for the operations undertaken at any time, however, little attempt was made to cater for expediting progress once delays to the Programme were noted and continued.

1(e) Adherence to Programme/Rate of Progress - (rating 2)

Bardons failure within the first week of the Contract Period to progress in accordance with their Programme must be attributed to the Contractors lack of organisation and planning. By the end of the first week (5 days) the Contractor was 2 days behind programme.

Although Bardons re-scheduled works due to problems encountered with the location of underground services, these works were not progressed expediently. This resulted in increasing delays in their rate of progress.

1(f) Response to Instructions, Variations and Emergencies - (rating 2)

On several occasions the Contractor failed to comply with instructions/requests within expected time scales.

On two occasions the Contractor was unable to comply with urgent instructions relating to public safety which necessitated the intervention of the Council's Emergency Stand-By Contractor - Serviceteam Limited.

The cost of these events have been recharged to Bardons.

It is unacceptable for the Employer to have to intervene in this manner particularly where public safety issues are concerned.

1(g) Public Relations - (rating 3)

Generally the Contractor complied with the requirements of the Contract in terms of keeping frontagers informed, liaising with affected parties etc.,

The Contractors failure, however, to notify frontages of re-scheduled works affecting the Acre Close Shopping Precinct resulted in a number of complaints and the receipt of a petition from the shopkeepers of Acre Close requesting compensation payments for inconvenience, disruption and loss of trade.

Bardon's failure to liaise with the shopkeepers of Acre Close resulted in considerable Engineering Officers time being spent in dealing with the consequence of this situation.

1(h) Level of Complaints - (rating 2)

In general terms Council Officers had to deal with numerous public complaints presented to them by local Ward Members. A considerable number of complaints, related to the effectiveness of the constructed ramps at each speed table feature some of which did not conform to the specified gradient. These were subsequently rectified by the Contractor.

Again a disproportionate amount of Engineering Officers time was spent on dealing with public

complaints as a result of Bardon's failure to comply with their contractual requirements.

1(i) Attitude to Claims - (rating 3)

Bardons attitude to claims has been assessed as reasonable. Their justifiable claims are subject of on-going discussions.

2. SAFETY

2(a) Attitude to Health and Safety - (rating 1)

Despite initial representations to being conscious and adherent of Health and Safety requirements, throughout the duration of the Work there were numerous occasions when Health and Safety regulations were flaunted. Many of the complaints received or instructions issued related to the Contractors disregard of Health and Safety matters.

A disproportionate level of Engineering Officer time was spent in dealing with Health and Safety issues principally due to Bardon's failure to undertake their supervisory responsibilities as Principal Contractor.

2(b) Traffic Management - (rating 2)

In general terms the Contractor complied with Traffic Management requirements but only through the diligence of Engineering Officers supervising the works. Contractually this should not have been necessary.

2(c) Pedestrian Management - (rating 1)

Again compliance with the Contracts requirements was often effected only after verbal instruction from the Council's Supervisory Staff.

Bardons neglected to give this aspect of responsibility due attention on account of their failure to directly supervise the activities of their Sub-Contractor.

2(d) Compliance with Chapter 8 - (rating 1)

Often the Contractor had to be requested to provide and maintain the signs, cones and barriers necessary for protection of the works in accordance with Chapter 8. This was regularly effected only upon the attendance of the Engineering Officers.

Once again Bardons failure to properly supervise the works resulted in Engineering Officers having to spend additional time ensuring that Chapter 8 'requirements' were adhered to.

2(e) Out of Hours Protection - (rating 1)

The Contractor failed to provide timely documentation of his inspection activities to ensure the works were being maintained safely out of hours.

There were several occasions when following site inspection the Contractor had to be advised that his signs or barriers were not in place or required attention.

Although inspection records were finally produced these are considered suspect.

Despite Bardons eventual presentation of inspection records, Engineering Officers had to continually advise Bardons of their

deficiency in maintaining safety protection apparatus.

### 3. METHOD OF WORKING

#### 3(a) Safe Working Practises - (rating 1)

Several unsafe working practises were recorded or observed during the course of the works, i.e.,

- Saw disc cutting without dust suppressing facilities (rectified promptly after instruction).
- Lack of personnel protection, equipment or clothing for operatives engaged in hazardous activities.
- Manual traffic management without proper control apparatus (ie., not using stop/go boards, not wearing effective high visibility clothing).
- Jack hammers being used without noise muffler or operative wearing ear protectors.

Generally the Contractors attitude to Health and Safety was considered poor.

#### 3(b) Permitted Working Hours - (rating 3)

The Contractor adhered to permitted working hours and restrictions in accordance with the Contract.

#### 3(c) Site Tidiness - (rating 2)

Initially the Contractor kept the site adequately clear, safe and tidy, however towards the latter stages of the works, this aspect tended to be overlooked 'requiring frequent reminders from the Engineering Officers.

#### 3(d) Plant & Materials Storage - (rating 3)

The Contractor made effective use of the site storage compound made available to him adjacent to Dobson Lane.

#### 3(e) Dealing with Public Utility Undertakers and this Apparatus - (rating 3)

No apparent problems were experienced with the Contractors liaison with Public Utility Bodies.

#### 3(f) Plant Usage - (rating 2)

The Contractor used unlicensed vehicles during the initial stages of the Works. This was rectified following discussions with the Police.

The Contractor generally provided 'plant fit for its purpose', however attention had to be drawn to the inappropriateness of the following: disc cutters, unlicensed dumper trucks, jack-hammers (not noise suppressed) and a ineffective planing apparatus.

4. WORK QUALITY

4(a) Compliance with Specification - (rating 2)

General compliance was poor. A certain amount of the works below surface level which went unsupervised is considered suspect due to the experiences of the Engineering staff of the Contractors tendency for 'cutting corners'. This relates to instances where upon attendance of the site by Engineering Officers certain activities such as trench reinstatements and preparation activities for surfacing/reconstruction work had to be stopped and the Contractor advised of his non-compliance with the specification.

Again, it is the Principal Contractors responsibility to supervise the works and ensure specificational compliance. Bardons failed consistently in this respect.

4(b) Attention to Detail - (rating 1)

A substantial degree of remedial work was instructed during and after the substantial completion of the works due to the Contractors lack of attention and pride or interest in completing the works to a good standard.

Bardons failure in this respect necessitated a substantial amount of Officer time in instructing and advising the Contractor on the standards expected.

4(c) Extent of Remedial Works - (rating 1)

A substantial amount of miscellaneous remedial works were instructed during and after completion of the works.

Bardons failed to achieve specificational compliance on a number of the speed table ramp gradients. This resulted in Engineering Officers having to spend a substantial amount of time surveying and detailing specificational non-compliance of ramp gradients.

4(d) Attention to Remedial Works - (rating 2)

The majority of instructed remedial works were undertaken during or within a reasonable time after completion of the works. Bardons management of instructed ramp remedial works however left a lot to be desired. Due to the Contractors own organisational failure, the advised duration of the remedial works to the speed table ramps was exceeded resulting in once again Engineering Officers having to spend time and effort in dealing with the consequences of this. Completion of some remedial works is still outstanding. *(It should be noted that the Contractor has 12 months following substantial completion of the works to undertake all remedial and maintenance activities)*