

Meeting of:	CABINET
Date of Meeting:	16 JANUARY 2024
Report Title:	DEMOLITION OF BRACKLA 1 MULTI-STOREY CARPARK NETWORK RAIL BASIC ASSET PROTECTION AGREEMENT (BAPA)
Report Owner / Corporate Director:	CORPORATE DIRECTOR COMMUNITIES
Responsible Officer:	KEVIN MULCAHY GROUP MANAGER HIGHWAYS AND GREEN SPACES
Policy Framework and Procedure Rules:	This report seeks a waiver under paragraph 3.2.11 of the Council’s Contract Procedure Rules from the requirement to obtain quotes or tenders, in relation to occasions where the contract can only be performed by a statutory undertaker. Also to enter into agreement with Aldi and Asda to manage the interface with these neighbouring properties.
Executive Summary:	In order to expedite the demolition of Brackla 1 car park the report seeks a waiver under paragraph 3.2.11 of the Council’s Contract Procedure Rules to the requirement to obtain quotes or tenders, as the provider of the services in relation to the South Wales mainline is Network Rail who are the sole provider that can grant the necessary permission to allow work that may affect the operational line. This is undertaken by entering into a Basic Asset Protection Agreement (BAPA) that is required before demolition can commence, which details arrangements for the safety of the operational railway. Approval is also sought to delegate authority in respect of entering into agreements with adjacent properties in relation to demolition works.

1. Purpose of Report

- 1.1 The purpose of the report is to inform Cabinet of progress on the proposed demolition of Brackla 1 multi storey car park.
- seek approval to enter into a Basic Asset Protection Agreement (BAPA) with Network Rail in accordance with the permitted waiver under rule 3.2.11 of the Council’s Contract Procedure Rules.

- delegate authority to the Director of Communities, in consultation with the Chief Officer - Legal & Regulatory Services, HR & Corporate Policy and Chief Officer – Finance, Performance and Change, to negotiate and agree the final terms of the BAPA and enter into the agreement and to approve the prepayment of fees under that agreement.
- delegate authority to the Corporate Director – Communities, in consultation with the Chief Officer – Finance, Performance and Change and Chief Officer – Legal & Regulatory Services, HR & Corporate Policy, to negotiate and agree the final terms of the relevant agreements with Aldi and ASDA and to enter into those agreements.

2. Background

2.1 The long stay multi-storey car park 'Brackla 1' on Cheapside in Bridgend town centre is to be demolished. This follows a structural assessment in 2019 in which non-destructive techniques identified defects that required attention, including the following:

- Shear head detail was suggested as having potentially a low factor of safety.
- Structure susceptible to spalling concrete from soffits structure.

2.2 The estimated cost of the works to remedy the identified defects was considerable, and it was considered that the structure did not warrant the expenditure as further significant repairs would likely be required within a short period. Consequently, demolition was identified as the preferred option.

3. Current situation / proposal

3.1 The physical demolition of Brackla 1 is not straightforward due to the type of construction method used in its formation in the form of lift slab, whereby the decks were cast one on top of the other at ground level then jacked up to the final level off the columns. These were being supported off the columns using steel shims or wedges that transferred the weight of the deck into the columns. This construction type can become unstable as elements are demolished or removed.

3.2 Additionally, Brackla 1 is in proximity of the South Wales main rail line, and Network Rail require that all works adjacent to the operational railway are executed in a safe methodology and time. To the East and West, the car park is bounded by the ALDI and Asda supermarkets, whilst to the South is the public highway.

3.3 In relation to Aldi and ASDA due to the proximity of the demolition of the car park in relation to these properties, it is proposed to put agreements in place to manage any potential impact of the demolition upon these neighbouring properties and include for pre and post inspections as well as management of any other consequential impacts that may arise due to the demolition activities.

3.4 The relationship with Network Rail is different due to the powers they discharge as the operating body in charge of safety on the adjacent rail mainline. Network Rail is a statutory undertaker responsible for maintaining and operating railway infrastructure and has statutory obligations to protect that infrastructure and ensure the safe operation of the railway network. Network Rail requires that third parties

working on or near the rail infrastructure enter into asset protection agreements with them to determine the parties' obligations and liabilities towards one another when undertaking such works. As such Bridgend County Borough Council (BCBC) will need to enter into a Basic Asset Protection Agreement (BAPA) with Network Rail and, through that agreement, agree to meet the costs arising from Network Rail's involvement in this project.

- 3.5 Under the Council's Contract Procedure Rules there is a requirement that the provision of goods, works or services to the Council be procured through prescribed tendering or quotation procedures. Rule 3.2.11 of the Council's Contract Procedure Rules provides a waiver from the requirement of obtaining quotes or tendering where the contract can only be performed by a statutory undertaker. Where the value of the contract exceeds £100,000 there is a procedural requirement that approval to rely on any waiver be sought from Cabinet. In this instance services required can only be provided by Network Rail as statutory undertaker and, as such, cannot be provided by another party or agency.
- 3.6 One of the conditions stipulated by Network Rail in the BAPA is that prepayment of their estimated cost of carrying out the services associated with the project is required. The total estimated costs have yet to be provided by Network Rail and will not be available until the appointed demolition contractor puts forward their demolition methodology and enters into negotiation with Network Rail. Under paragraph 9.4 of the Council's Financial Procedure Rules "The Chief Finance Officer, in consultation with a Cabinet Member, can give approval for payment in advance of goods or services in exceptional circumstances and on request from a Chief Officer". This authorisation will be secured before the prepayment is made.
- 3.7 Tenders have been invited for the demolition of Brackla 1 and once the contract has been awarded will require the nominated contractor to enter into negotiation with Network Rail on appropriate requirements to protect the mainline during demolition works through the stages of the project. During this process the details required within the BAPA will be developed between parties for subsequent agreement with BCBC as the client.

4. Equality implications (including Socio-economic Duty and Welsh Language)

- 4.1 An initial Equality Impact Assessment (EIA) screening has identified that there would be no negative impact on those with one or more of the protected characteristics, on socio-economic disadvantage or the use of the Welsh Language. It is therefore not necessary to carry out a full EIA on this policy or proposal.

5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives

- 5.1 The Well-being of Future Generations (Wales) Act 2015 Assessment Template has been completed and a summary of the implications from the assessment relating to the five ways of working is outlined below in respect of the proposal:
 - **Long-term**
The structure is exhibiting structural issues with an accepted recommendation with regard to its demolition and reuse of the site. In order to carry out the demolition it is a requirement to enter into agreements with neighbouring

parties in order to safely carry out the demolition works and minimise the impact of the demolition.

- **Prevention**

Failure to demolish the structure in a controlled manner may introduce risks to others and as such appropriate means are being sought to undertake the works.

- **Integration**

The parking provision is no longer available and as such the reuse of the site for other service provision is appropriate.

- **Collaboration**

The proposal seeks to remove a structure that needs to be demolished and entering into agreement with neighbouring parties to ensure the works are carried out in an appropriate manner.

- **Involvement**

Working with neighbouring parties to manage any potential impact upon the South Wales rail mainline and adjacent businesses.

5.2 The impact on the Council's 7 Well-being Objectives has been considered and the report is relevant to Objective 2 'Improving our town centres, making them safer and more attractive' in that the multistorey car park has structural issues and the accepted recommendation is for its demolition which will release the site for redevelopment.

6. Climate Change Implications

6.1 There are no direct implications on climate change in relation to the removal of the structure.

7. Safeguarding and Corporate Parent Implications

7.1 There are no direct safeguarding and corporate parenting implications as a result of the content provided within this report.

8. Financial Implications

8.1 The cost of entering into a BAPA are yet to be established but without this agreement the demolition works may not be able to be progressed. Provision has been set aside for the demolition works, from within the existing revenue budget, via a contingency bid, and through an established earmarked reserve. This includes a provisional sum identified for the BAPA. Currently all returned costs are within estimates, however, should additional funding be required the directorate will seek additional funding either from unwinding other existing earmarked reserves or other uncommitted revenue funding.

9. Recommendations

9.1 It is recommended that Cabinet: -

- i. Note the progress on the proposed demolition of Brackla 1 and the discussions with Network Rail leading to the compilation of the Basic Asset Protection Agreement (BAPA).
- ii. Approve entering into a BAPA with Network Rail in accordance with the permitted waiver under rule 3.2.11 of the Council's Contract Procedure Rules.
- iii. Delegate authority to the Corporate Director – Communities, in consultation with the Chief Officer – Finance, Performance and Change and Chief Officer – Legal & Regulatory Services, HR & Corporate Policy, to negotiate and agree the final terms of the BAPA and enter into the agreement and/or any further deeds and documents which are supplemental to the BAPA.
- iv. Note that approval for the advanced payment will be sought at a later date in accordance with paragraph 9.4 of the Financial Procedure Rules once the fee level is known.
- v. Delegate authority to the Corporate Director – Communities, in consultation with the Chief Officer – Finance, Performance and Change and Chief Officer – Legal & Regulatory Services, HR & Corporate Policy, to negotiate and agree the final terms of the relevant agreements with Aldi and ASDA and to enter into those agreements.

Background documents

None