ARGYLL & BUTE COUNCIL **ORGANISATIONAL DEVELOPMENT PPG**

OPERATIONAL SERVICES **11 FEBRUARY 2009**

PORT ASKAIG REDEVELOPMENT

1. PURPOSE

The Mid-Argyll, Kintyre and the Islands Area Committee had requested that the Organisational Development Policy and Performance Group examined the way this project had been handled. A report was submitted to the Executive meeting on 18 December 2009 and they confirmed that the report should be referred to the PPG.

This report outlines the history of the project, reports on the contractual issues associated with the recently completed Phase 2 Marine Works contract, customer expectations and project management issues.

Questions raised by the Mid-Argyll, Kintyre and the Islands Area Committee along with answers have been included as an appendix to this paper

2. RECOMMENDATIONS

It is recommended that the PPG note the contents of the report and the actions already undertaken to mitigate against such overspends in the future and note that the project has provided a high quality facility to maintain the future ferry services to Islay and Jura for a cost of only £3,118,705 to the Council

3. PROJECT HISTORY

3.1 In 1999 the Scottish Executive created a Public Transport Fund and invited Councils to bid for the available funding.

3.2 There were considerable problems at Port Askaig with traffic congestion caused by an inadequate mustering area and the poor structural condition of the mainland ferry linkspan and the aligning structure for the Jura ferry berth.

3.3 A bid for funding for a project estimated to cost £5,500,000 was submitted in August 1999. An award of £3,750,000 was made in January 2000. The new access road and mustering area were estimated to cost £3,200,000, the Terminal building £450,000 and the Marine works £1,850,000. The Council's contribution to the works was estimated at £560,000 with an expectation of the balance coming from ERDF and Marine Grants.

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3.4 It was decided at an early date that the project would have to be phased due to the restricted area at the pier and the specialisation of each of the three phases. The new access road and mustering area would be constructed first to remove the congestion from the Port Area. The specialist marine works would be the second contract with the pier buildings following last once the marine contractor had cleared the pier area to give sufficient room for access for the construction of the buildings.

3.5 Waterman Consultants were appointed in March 2000 to assist with the planning process as there was a new requirement for an environmental impact assessment.

3.6 The design of the access road and mustering area was carried out inhouse by Roads Design. Arch Henderson were appointed for the design and supervision of the marine works. Facility Services were appointed for the design and supervision of the building works

3.7 Preliminary consultations with Scottish Natural Heritage required a complete change to the proposed layouts of the port area as they required the existing pier buildings to be retained against the setting of the cliff faces. This required significant changes to the proposed design of the mustering area.

3.8 A public exhibition of the proposals was held in Bowmore on 24/25 July 2000

3.9 Planning was submitted and approved by the Council on 8 November 2000. There were no formal objections to the planning application. In January 2001 the Scottish Executive called in the application and a public inquiry was held in May 2001. Planning was approved in September 2001.

3.10 In September 2001 the project estimates were revised to £6,201,000. The main reason for the cost increase was due to changes to the design of the mustering area. The new access road and mustering area were estimated to cost £3,640,000, the Terminal building £500,000 and the Marine works £1,785,000

3.11 In April 2002 estimated project costs were continuing to rise and the decision was taken to revise the design of the access road by reducing the design standard and thus the costs. This required changes to the environmental impact assessment and a new planning application was submitted on 20 August 2002 and approved on 24 December 2002

3.12 In October 2002 a marine grant from the Scottish Executive was secured for £970,500. Estimated project costs had risen to £6,896,000. Design and the Phase 1 works were estimated at £4,429,000, Marine works at £1,700,000 and the buildings at £767,000

3.13 Tenders for the phase 1 contract for the parking and mustering were issued on 1 November 2002 and returned on 16 December 2002.

3.14 The phase 1 works had a significant volume of excavated materials to dispose of. Landfill regulations and land fill tax cost implications led to a rethink of how

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to dispose of this material and delayed the start of the phase 1 works until 7 July 2003

3.15 In August 2003 ERDF grant of £2,240,000 was confirmed

3.16 The tender value of the Phase 1 contract was £3,101,868.00 after adjustment for the delay of the acceptance beyond the 3 months tender period (This was an increase of £243,000). Allowing 10% for contingencies the estimated cost of the contract works was expected to be £3,400,000 at the construction start. The contractor was I & H Brown.

3.17 The site works were completed by 19 November 2004.

3.18 The final certified payment to the contractor was £3,291,989. The cost of the Gate Lodge House was removed from the contract at a value of £120,000 as was the cost of the road repairs between Port Askaig and Ballygrant at £120,000. Therefore the comparative value should be £3,531,989 when compared to the construction start estimate of £3,400,000. £105,803 was deducted in liquidated damages so the cost to the Council was £3,426,186.

3.19 The contract was completed 98 days late but an extension of time of 58 days was awarded making the contractor 40 days late in completion of an original contract of 56 weeks. A 10 day extension of time was awarded for adverse weather, 7.5 days for delays in moving services and 40.5 days for increases in the volume of rock excavated.

3.20 The complexity of the design, the need for two major redesigns, two planning submissions, two new houses, a petrol station, mitigation of landfill tax costs and a public inquiry increased the design costs for inhouse staff and external consultant to £770,000 from an original estimate of £200,000. The phase 1 contract received a Saltire Society Project Commendation in 2005, confirming the high quality of the design.

3.21 The inability to reuse the dressed stone from the demolished gate house led to significant delays and increased costs for the new gate house from £120,000 to £354,800

3.22 The final cost of the Phase 1 works, including all the design costs was £5,220,000 against an original estimate of £3,200,000 in 1999 and £4,429,000 in October 2002. I & H Brown were considered to have performed well and did not pursue any significant claims after completion of the works.

3.23 Construction of the marine works should have followed on in 2005 after the completion of the phase 1 work but this was delayed as land entry was not available.

3.24 In December 2004 the project estimated costs had risen to £8,353,710 with the marine works estimated to cost £2,800,000 and the pier buildings £672,000. The marine grant was increased to £1,474,000. This gave a total income of £7,464,000

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3.25 Tenders for the marine works were issued on 11 January 2006 and returned on 9 March 2006. The tender submitted by Carillion was the lowest at £4,284,078.64. Acceptance was not made within the required 90 days as land entry was not available. The Council had to accept the application of Baxter indicies to cover additional costs attributable to the delay in accepting the tender. The acceptance was issued on 25 August 2006 and the contract start date was 9 October 2006. It was a 48 week contract.

3.26 The tender was 71% higher than the estimated cost of £2,500,000. There was only a difference of £178,000 between the three lowest tenders indicating that the tenders were competitively priced. The increase in cost was attributable to high demand for marine works and costs of steel.

3.27 In recognition of the increasing costs of marine works the marine grant from the Scottish Executive was increased to £3,642,000 in July 2006. The project costs were now estimated at £10,810,000. £5,280,000 for the phase 1 works, £4,780,000 for the marine works and £750,000 for the pier buildings. The income was £9,632,000 making the Council contribution £1,178,000

3.28 Another factor in the decision to continue with the works was that the aligning structure for the Jura ferry was in a state of collapse and the existing linkspan was in a very poor structural condition. The linkspan was in fact closed in early 2007 forcing the diversion of all mainland ferries to Port Ellen. If the works had not been undertaken it is likely that the Jura vehicular ferry service would also have been lost due to failure of the aligning structure.

3.29 Carillion were 11 weeks late in completing the installation of the new linkspan and 23 weeks late in completing all the works. The works were completed on 18 January 2008

3.30 Variations to the works during the contract included additional work to the mainland berth extension due to poor rock conditions, variations to buried features at the location of the linkspan foundations and significant variations to the rock levels for the new Jura ferry berthing structure. These will lead to increased costs and an extension of time. In November 2007 Arch Henderson estimated the final costs to be £5,984,785. In June 2008 Arch Henderson estimated the final cost that may be claimed by Carillion to be £6,167,714 but this was not based on detailed claims from Carillion so has not been included in the budget estimates

3.31 Since completion of the works Carillion have been very slow at substantiating claims for additional costs and extensions of time and many of the staff involved in the works have left Carillion. In late November 2008 Arch Henderson received a substantial claim valued at approximately £2,500,000 taking the construction costs to a possible £6,784,000. This claim is still being examined but it is unlikely that Arch Henderson will agree this value. The current estimate of £5,984.785 has therefore been retained. This includes an estimate of £1,700,000 to cover claims and additional work of which £600,000 has been paid to date.

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3.32 There is a concern that the majority of the Carillion staff involved in the project have left and this will make agreement of final measurement and claims difficult. Arch Henderson expect to have asessed the claim early in 2009.

3.33 Under the contract the maximum allowable liquidated damages are £125,000 and these have been deducted from monies due to Carillion

3.34 Arch Henderson fees have risen substantially due to the long delay in issuing tenders, the extended construction time and the complexity of the claims.

3.35 Estimated fees in 2003 were £70,000 and in 2006 £194,000. The current estimate fee cost is £535,000

3.36 2007/08 was the last year in which marine grant was available. In recognition of the increasing costs at Port Askaig the Scottish Government included an additional £1,000,000 in the Council's capital block allocation in 2009/10 for Port Askaig

3.37 The issue of tenders for the Pier Buildings was delayed until Carillion could clear the pier area to allow the pier building contractor access. Tenders were issued on 18 September 2007 and returned on 26 October 2007 as at that time Carillion were indicating completion of the site works by November 2007.

3.38 The lowest tender was submitted by MacInnes Brothers Ltd at £844,663.58 after correction. Before acceptance was issued MacInnes Brothers withdrew their tender so the tender was awarded to the second lowest which was M & K MacLeod Ltd with a corrected value of £904,351.79.

3.39 In December 2007 Hitrans awarded a grant of £300,000 towards the cost of the pier buildings

3.40 The tender was accepted on 24 January 2008 and the start date was to be 10 March 2008. The contract period is 42 weeks. M & K MacLeod were delayed in starting as Carillion had not cleared the pier area. The delay was 6 weeks. The actual start date was 21 April 2008.

3.41 M & K MacLeod are expected to complete the works by March 2009 and within the budget of £995,000

3.42 On completion of the pier buildings a small contract will be let for the road resurfacing and footways between the pier building and the Post Office. Landscaping works in the mustering area are expected to be undertaken in the Spring 2009. Work is in hand to obtain a standby generator for the linkspan.

3.43 The current estimated project cost is £13,146,000. The total income is £10,027,295. The cost to the Council is £3,118,705 of which £1,000,000 is covered by the additional capital block allocation. Claims resolution of the Phase 2 Marine Works contract is still outstanding and could lead to further cost increases.

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4. PHASE 2 MARINE WORKS CONTRACT

The section of the report addresses the performance of Arch Henderson, the external consultant appointed to design and supervise the construction of the marine works, Carillion, the contractor appointed to construct the works and the issue of the public expectations from the works.

4.1 Arch Henderson – External Marine Consultant

4.1.1 In April 2000, six consultants with experience in marine work were asked to submit a pre-qualification tender for a feasibility study, final design and preparation of tender documentation for the marine works. Timescales required the planning application information by end July 2000 and tender documentation by the autumn of 2001.

4.1.2 The timescales were very short as it was driven by the need to meet the expenditure profile of the Public Transport Funding award

4.1.3 Three consultants were asked to give a presentation on their proposals on 11 May 2000. Arch Henderson was successful and appointed on 15 May 2000. The appointment was based on hourly costs as it was not possible to fully define the work required at this stage.

4.1.4 For future contracts consideration has been given to appoint a consultant for the design work on a fixed price. This approach would require committed timescales as delays would lead to cost increases. There is also a concern with a fixed price design contract that the quality of the work may diminish if the consultant was nearing his cost limit and there is no incentive for the designers to improve their designs. They would produce the design that was cheapest to design rather then cheapest to build.

4.1.5 Another alternative considered was a target contract where a target price is set and the profits/loss are shared between the Council and the consultant. These are complex to set up and lead to high target prices to ensure a profit rather than a loss. They also do not encourage efficient design.

4.1.6 The preliminary design work was completed and the planning information was submitted on time. However due to the public inquiry planning was not approved until September 2001. The consultant had been appointed with a specific condition that detail design was not to commence until planning approval was received to give the Council the opportunity to terminate the contract if the planning was unsuccessful.

4.1.7 As the works were phased Arch Henderson was under no pressure to complete the design until completion of phase 1 works. No significant final design work was undertaken until 2004 when Arch Henderson again committed resources to completing the design for a 2004 tender issue. The tender issue was delayed until January 2006 by the Council's failure to obtain land entry.

4.1.8 At the time of tender acceptance for construction of the marine works Arch Henderson fees were £142,603 for a contract estimated to cost £2,500,000

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(5.7%) However at this time Arch Henderson advised that there was still detail design required on some elements of the work and that this would be undertaken during the construction period. This is normal for marine works to avoid abortive design work if unforeseen conditions are encountered.

4.1.9 Arch Henderson was appointed to undertake the site supervision works as Roads Design did not have the necessary resources available. This was again at cost. It is normal practice to pay for site supervision at cost as the levels of supervision required can vary depending on the site conditions and associated problems and the performance of the contractor.

4.1.10 Arch Henderson supervised the works on site from October 2006 to March 2008 at a supervision cost of £221,774 on a contract tender value of £4,282,078 (5.2%). These are very low supervision costs for a contract that extended from 44 weeks to 81 weeks and which required extensive travelling costs for site staff. Supervision costs are currently estimated at £230,000 to allow for dealing with claims and final measurement.

4.1.11 Arch Henderson undertook the remaining design work during the construction as well as additional design work to deal with unforeseen conditions. This raised the final design fees to £303,140. Arch Henderson charges all non site based staff costs as design costs but some may relate to what we would classify as site supervision costs. The total fee costs are £533,140 which is 12.4% of the tender cost for the marine works.

4.1.12 These fee levels are considered to be high but a significant element is attributable to the contractor's poor performance. The Council extended an 18 month contract into one covering 8 years. The construction period extended from 44 weeks to 85 weeks and we are currently going through protracted claims and final measurement issues. Once the design work commenced it would have been very difficult to change the consultant and at the start of the contract works there was no reason to consider such an action as the fees charged were reasonable.

4.1.13 Had we used a lump sum contract for the design work the Council would have been liable for constant variations due to the long delays during the design period.

4.1.14 With hindsight we should have kept a better control on the completion of the design work and had a better appreciation of the amount of design work that was outstanding at the time of the appointment of a contractor. Overall Arch Henderson have performed well in accepting the long time delays during the design period and have delivered the design work to match the contract requirements. We suspect that at times Arch Henderson were under resourced but considering the extreme timescale changes it would be unfair to make this a significant criticism.

4.1.15 The initial timescales for the project, required by the PTF funding were totally unrealistic for a project of this size and complexity. The introduction of the requirement for Environmental Assessments and the problems raised by the landfill tax regulations contributed to the delays. The biggest cause of delay to the marine works was the Council's inability to secure the required land entry.

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4.2 Carillion - Contractor

4.2.1 Tenders were issued for the construction of the marine works on 11 January 2006. The tender could not be accepted within the 90 day period and the Council had to negotiate with the contractor for additional costs before the tender was accepted on 25 August 2006. The position was further complicated by the fact that tenders had been issued to Mowlem but they were taken over by Carillion before the acceptance was issued.

4.2.2 At the time of the tender issue the construction costs were estimated at £2,500,000. The lowest tender was £4,284,078. There was only a difference of £178,000 between the three lowest tenders indicating that the tenders had been competitively priced. Arch Henderson and the Scottish Executive Marine section agreed that there had been substantial increases in the costs of marine works throughout Scotland. There was a considerable pressure to commence the works due to the poor structural condition of the Jura berth aligning structure and the existing linkspan. The tender was therefore accepted.

4.2.3 Carillion's progress on the contract became a concern early in the contract. The mainland ferry was diverted from Port Askaig in January 2007, rather than in March 2007 for a period of only 4 weeks, due to the closure of the linkspan after a structural inspection. Carillion failed to capitalise on this benefit and only completed the linkspan closure some 11 weeks later than required. The progress by Carillion continued to be poor and towards the end of the contract was very poor. The site works were completed on 1 May 2008 some 37 weeks late. Carillion failed to meet their commitment for clearing the pier area and this led to a delay in the start of the pier building contract.

4.2.4 Carillion suffered several failures of their temporary works which caused concern and delayed the completion of the works. There were some necessary variations to the works for which Carillion will be entitled to an extension of time. Evaluation of this extension of time has been hampered by the lack of detail information from Carillion. Intimated variations to the works (but not agreed) are:

Weather delays	£59,000
Additional shipping movements	£17.000
Poor rock at new dolphin extension	£160,000
Fractured rock between dolphin and main pier	£193,000
Delays in completing the link span	£338,000
Replace RNLI mooring	£43,000
Linkspan variations	£54,000
Dowels to piles on Jura berth	£84,000
Misc works	£160,000
23 weeks prolongation costs	£402,500
Additional insurance costs	£20,000
Baxter indicies	£257,000

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4.2.5 Carillion had intimated the basis for some claims but did not supply supporting information until November 2008. This information is now being assessed by Arch Henderson. They have intimated a claim value in the region of £2,500,000

4.2.6 The assessment of the claim has to be carried out by Arch Henderson who supervised the construction works. They check the factual content of the claim in relation to their site records and assess the contractual validity to see if the Council is liable for the costs claimed. Roads Design staff will then over view any proposed settlement before authorising payment. If Carillion do not accept the settlement offered they have the right to take the dispute to adjudication and or arbitration.

4.2.7 Many of the Mowlem staff that moved to Carillion at the start of the contract have now left Carillion and this will make agreement of final measurement and settlement of claims more difficult.

4.2.8 This contract was let under the ICE Conditions of Contract, Sixth Edition and the method of measurement was the Civil Engineering Standard Method of Measurement (3rd Edition)

4.2.9 These contracts do not allow for penalties for late completion. Liquidated damages can be applied but they are expressly forbidden to be a penalty and only allow for costs incurred by the late completion. In this contract liquidated damages were set for failure to reopen the linkspan at £10,000 per week with a limit of £100,000 and £2,500 per week for completion of the whole of the works at £2,500 per week with a limit of £25,000. The normal expectation is that a contractor will complete the works as quickly as possible to minimise his site overhead costs.

4.2.10 Once a contractor starts to under perform on a contract there is little the Council can do until it reaches a point where the Council may wish to terminate the contract. This is an extreme measure and would no doubt be contested in court by a contractor.

4.2.11 We have considered introducing penalty clauses for late completion but unless the works can be very strictly defined with little chance of variations to the requirements such clauses would be very difficult to enforce.

4.3 Customer Expectations

4.3.1 The marine works contract has attracted significant adverse reactions from users of the harbour and the Jura ferry. This is unfortunate as it detracts from the significant benefits the project has provided.

4.3.2 The Harbour Users Association have implied that the design of the inner harbour is sub-standard as it does not provide sufficient depth for large fishing vessels, it does not provide all year sheltered berthing and that the new berthing deck level is too low and is flooded by the high tides. None of these items were objectives of the design brief. The main requirement was to provide a new safe berthing structure for the Jura ferry.

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4.3.3 An open structure could have been constructed and this would have left the inner harbour fully exposed to all weather conditions, closed off when the Jura ferry was berthed and with no increased capacity. By constructing a solid structure we have been able for little additional cost to meet the objective of a safe berth for the Jura ferry and also to offer significant improvements for the users of the inner harbour. The harbour users have developed expectations that were not requested or offered during the design phase.

4.3.4 The Jura ferry users suffered considerable disruption during the works and this was prolonged by the long delays in completion by Carillion. The new linkspan was increased in size specifically to allow the Jura ferry to be able to use it through all states of the tide. The design objective was to create a safer method of loading the Jura ferry and this has been achieved. The fixed ramp at the berthing structure was retained to allow Jura ferry sailings if the linkspan was out of use and for the eventual extension, if required, to a 1 in 8 fixed ramp in the future.

4.3.5 Since the design was completed the mainland ferry has started berthing overnight at Port Askaig preventing access for the Jura ferry. This has led to increased use of the fixed ramp and highlighted its inability to be used at low water. There are also conflicts with the afternoon sailings of the mainland ferry and the Jura ferry.

4.3.6 These disruptions are relatively minor and can be dealt with by minor changes to the timetabling to avoid the conflict while still providing the same number of Jura ferry sailing. Any design within such a restricted area and dealing with two distinct ferry services will require compromise or significantly increased funding.

4.3.7 Many of the items raised that are causing discontent are in fact requests for further improvements and additional work over and above the current contract. These have to be considered in the light of available budgets and the requirements for all the marine infrastructure owned by the Council. With the current level of predicted expenditure on the original project there is no scope for additional capital expenditure on the project

5. Project Management Issues

5.1 It is important from the start of any project to have realistic timescales and to understand the complexity of the project to be undertaken. This project was driven by the unrealistic timescales of the Public Transport Funding and was further delayed by the Environmental Impact Assessment requirements, resolving landfill tax regulations, the unexpected planning inquiry and the Councils own failure to obtain land entry within the required timescales.

5.2 Prince 2 project management has now been introduced for major projects. This ensures good definition and planning of the project from an early stage with any risks being highlighted. The project board also have the necessary power to ensure all services meet required timescales.

5.3 The marine work was further delayed by the poor performance of the contractor. Once a contractor is appointed there is little the Council can do to

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prevent poor performance. We can and do enforce the specification requirements. Our standard contracts do not contain penalty clauses. Introducing such clauses would push up the price of contracts as contractors would build in the additional risk of a potential penalty to their rates. Penalty clauses would be difficult to enforce as contractors would seek to lay the blame for any delays on the Council and we would still be in a dispute position. A penalty clause would only be enforceable if all the risks were passed to the contractor by having a design and build contract. However because of the risks involved the tender prices for such contracts tend to be very high. In this instance the delayed land entry would have led to significant cost increases had we had such a contract.

5.4 Project estimates are always very difficult at the start of a project when many of the potential issues and problems have not been identified. This project was particularly complex and required significant major redesigns to reflect the outcome of the preliminary design works. There was an unexpected and significant increase in the cost of marine works throughout Scotland at the time the marine contract was let. The major factor in the increased costs was the uncontrolled timescales where the project extended from an expected 3 years to 9 years.

5.5 With this project the Council bore all the cost risks for delays as the PTF and ERDF funding was fixed at the start of the project. These cost increases were significantly mitigated by increased marine grants secured by the design team. At present the project costs have increased by £7,646,000 but the Council's contribution has increased by only £1,600,000.

5.6 Significant changes to the marine works were required because of unexpected poor ground conditions. There is a balance to be struck between the cost of advanced investigation work and the potential costs of unforeseen conditions not identified at the start of the works. With hindsight it is easy to say the ground investigation was inadequate but during the design phase it was considered that sufficient ground investigation and seabed inspection had been carried out. The cost of three boreholes was £25,500. To have guaranteed to have identified the extent of the poor ground conditions found we would have had to increase this by a factor of 10

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6. IMPLICATIONS

6.1 Policy - None.

6.2 Financial – There are significant claims from Carillion for the Phase 2 Marine Works contract. If these are successful the Council will be required to fund them from the capital budget

6.3 Personnel – None

6.4 Equalities Impact Assessment - None

6.5 Legal – None.

For further information, please contact Peter Ward (Tel: 01546 604651).

Stewart Turner
Head of Roads & Amenity Services
30 January 2009

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Appendix 1 – Mid-Argyll, Kintyre and the Islands Area Committee Questions

1. **What were the terms of reference to the harbour works designers?** - An outline brief describing the desired improvements was issues to several marine consultants. They were asked to give a presentation of what they thought was possible and on the basis of the presentation a consultant was appointed to develop the proposals

2. **What is the specified performance capability (vessel size, wave height, tide level) and compliance with current system failure reserve standards of the public linkspan terminal?** – This question is not fully understood and clarification has been sought from the Area Committee. Vessel size for the Jura ferry was the existing ferry and the normal standby vessel (Loch Class). The proposed improvements were discussed with Calmac who advised that they were suitable for any future vessels they may use on this route. Tide levels were as per tide tables. There was no specified wave height.

3. **What is the specified performance capability of the Jura/PA terminal and tie up berth?** - Deck levels were to match the existing pier deck. The vessel size was up to a Loch Class vessel. The linkspan was to be capable of allowing the Jura ferry to operate at all states of the tide

4. **What is the specified performance capability of the other berths?** - The proposed depth of water in the inner harbour and North harbour was determined by funding limitations and practical issues as to what was possible within that budget

5. **What is the break down of the 40% harbour works cost over run?** - Final costs have not been agreed so it is not possible to give a final cost or a breakdown of the increased costs at this point in time. The report details the main elements currently under discussion with the contractor.

6. **What has been the cost of professional fees from public funds, if confidential, on what authority?** – Arch Henderson fees are currently estimated at £535,000. Waterman fees were £318,000. Internal staff costs are £565,000

7. **Was the extra cost involved in providing the present Jura boat berth additional to the small boat harbour protective quay more than £5,000?** – This question is not understood. We provided a Jura ferry berthing face which allowed improvement of the inner harbour. Clarification of this question has been sought from the Area Committee

8. **What is the projected cost of a dedicated linkspan for the Jura boat which the Council officials undertook to determine and report back on at the Jura public meeting on 1st July?** - The meeting was held on 8 December 2008. Estimated costs are £900,000 - £1,500,000

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9. **What is the projected cost of a wave suppresser to safeguard the Councils vessel as previously existed for the Jura berth?** – The previous berth had no wave suppressor and no commitment has been made to install one on the new berth. No work has been undertaken on such a system

10. **Will the Council now apply the £1,000,000 windfall extra grant windfall to restoring the integrity of the Jura link?** - The additional £1,000,000 was an allocation of capital funding towards the costs of the existing works. There is no spare funding

11. **What is the current and projected annual traffic to and from Jura?** –

	2005/06	2006/07	2007/08
Passengers	71800	73800	72000
Cars	24200	24000	24000
Commercials	4500	4900	4200

Traffic remains steady and the predicted levels are similar to the existing

12. **What is the current and projected annual traffic to and from the mainland?** - Calmac are being asked to supply this information

13. **Is the Jura ferry loading commercial traffic at the PA/Jura berth?** – We have advised that all commercial traffic should load via the linkspan as it is much safer

14. **What are the statistics for Jura crossings delayed or frustrated by berth issues?** – ASP have examined the records in the year before the marine works commenced and have not been able to identify any disruptions caused by low tide levels. There was considerable disruption during the berth construction

15. **Why is there no nominated harbour master, as laid down on the Government 2002 code of practice, resident on Islay?** – The code states there should be a harbour master not must be a harbour master. The cost of a full time harbour master cannot be justified. The technical officer based on Islay is able to undertake any necessary functions of the harbour master

16. **Will the Council be liable for negligence if there is an avoidable marine or personnel accident?** – The Council would be liable for an accident caused by negligence of its employees. Clarification of the rest of the question has been sought from the Area Committee

17. **What is the status of EU grant and does this require the works to be on ground with good title?** – The final amount of the ERDF grant has been claimed.

18. **Does the Council have good title to the built on the sea bed and the road and car park?**- The Council has acquired all the private land on which the works are constructed and obtained the necessary lease from the Crown Estates

19. **Has the elected Council overseen this major £13,000,000 plus project with a clear understanding of the objective to achieve an efficient interface for the islands' sea link?** –The Council has created an effective interface for vehicles

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and passengers utilising the ferry services from Port Askaig. It has constructed what was agreed through the planning application.

20. **Who will carry out an on the spot audit to determine the extent to which the works are operationally satisfactory, and so value for public money, and when?** - The works as constructed have allowed the Jura ferry to continue to operate from Port Askaig and for the mainland ferry to continue operations. There is no proposal for an audit.

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