



# MELTON PARISH COUNCIL

FRM(21)57

## PAVILION PROJECT

Below is a link to the up to date information on the Council's website:

<https://melton-suffolk-pc.gov.uk/recreation/pavilion-project/>

### Background and summary

This report seeks to resolve issues in relation to the draft specifications, in order that the tender documents may be issued to the contractors to price the new build. Full Council agreed the tender list at its meeting on 17 November 2021.

Following extensive preliminary works to relocate services to the new shed located adjacent to the site, the demolition of the existing building is due to start on Wednesday 6 December and is scheduled to finish by 10 December.

### Report

Minute 21.120 of the Full Council meeting on 17 November reads as follows in relation to the tender documents:

In relation to the tender documents to raise the following queries with the architect:

- The need for window shutters to prevent vandalism.
- Why the retention period specified is only 3 months
- The absence of reference to any warranty.
- The absence of any reference to a build timetable.
- The fact that all M & E provision is dealt with by provisional sums rather than including more detail in the specifications, given the fact that M & E provision will amount to a significant proportion of the build costs.
- The need for temporary protection for both the surface of the new car park and access route across the playing field.
- The specifications for the external wc need to be more robust / vandal proof and a security grade door should be specified which can incorporate electronically controlled access.
- It should be noted that the widening of the existing footpath to the pavilion is to be treated as a separate contract later.
- The Hardieplank weatherboarding is to be in anthracite grey and the roof tiles should be red to match the red brick plinth (neither of these requirements were clear in the construction notes.

Accordingly I raised the following queries with the architect:

- Councillors are adamant that the new building must have window shutters to help prevent vandalism. Can these be specified please without compromising the planning consent where they are not shown in the 3D images? Alternatively the Council has permitted development rights as a public authority which should cover such minor changes.
- The retention period specified is 3 months. Under a JCT contract it can be up to a year and one councillor has asked why it is not longer. Also there is no mention of warranty and that has been raised as well.
- The Council is keen to have the new build completed as soon as possible but in terms of a build timetable, that may in the end influence the choice of contractor. If contractor A needs more time to mobilise because he has a fuller order book than contractor B who might be slightly more expensive but who can start immediately, then in the end that will be a choice for MPC. Is there any way in which we can influence the timetable in terms of the tendering arrangements?
- Councillors were hoping for more detail to be included in respect of M & E provision rather than allowing provisional sums which amount to a significant proportion of the build costs.
- The need for temporary protection for both the car park surface and route across the playing field needs to be specified.
- Specifications for external wc need to be more robust / vandal proof e.g. taps that can't be left on or damaged.
- Security grade door is required for external wc and capable of incorporating electronically controlled access.
- Included in the Notes is a requirement to provide a cost for the widening of the existing footpath to the pavilion. It is my understanding that this is to be treated as a separate project later.
- The Hardieplank weatherboarding to be in anthracite grey (not clear in the Construction Notes).
- Roof tiles to be in red to match the red brick plinth (again an agreed Council requirement not clear in the Construction Notes).

The response was as follows (annotated by me in black for clarity):

Many thanks for your email to which I respond as follows:

1. **WINDOW SHUTTERS** I have added a section in the construction notes and highlighted it on the drawings. There are no Planning implications as there was a note on the drawings when the planning application was made.
  2. **RETENTION PERIOD** I have increased the maintenance period to 6 months, for your information 3 or 6 months is the normal period under a JCT contract.
  3. **Warranty** – this is something we can look into, my advice would be to obtain a quotation from LABC to undertake inspections and ultimately provide a Warranty for the build. This is something I can make the Tenderers aware of in my notes should MPC elect to provide a warranty.
  4. **BUILD TIMETABLE** Noted, there is an obligation for MPC to accept the lowest tender figure, this is covered in the Form Of Tender.
  5. **M & E ISSUES** Details of M and E proposals will be agreed once the contractor is appointed.
  6. **TEMPORARY PROTECTION** I have expanded this in the Notes For Tenderers
  7. **SPEC FOR EXTERNAL WC** This is noted and will be agreed following the choice of taps etc being selected again once the contractor is appointed.
  8. **SECURITY FOR EXTERNAL WC DOOR** Updated to a steel door, the construction notes and drawing cover this item.
  9. **WIDENING OF FOOTPATH** Covered in the Notes For Tenderers and highlighted on drawing. I have specifically requested this work is not to be included in the tender.
  10. **WEATHERBOARDING** I have added details in the construction notes.
  11. **ROOF TILES** I have added details in the construction notes.
- I have attached the updated drawings, notes etc. for your information.

The revised drawings, notes etc. have all been uploaded onto the Council's website and are accessible via the link above.

If a warranty is desired then it will need to be purchased via a specialist provider. The architect suggests LABC.

The key outstanding issue still remaining is the inclusion of provisional sums in the specifications for:

- Plumbing and heating (£15k)
- Electrical work (£18k)
- CCTV (£2k) – this should not be required as the Council will liaise directly with its CCTV provider for any works required.
- Wall tiling (£2.5k) – the architect has been advised that the specifications will need to provide more robust fixtures and fittings for the external wc.
- Sanitary ware (£3k) – the same point applies here.
- Flooring (£5k)
- Kitchen fit out (£5k).

Overall these amount to £50k worth of costs.

Provisional sums are used where it is desired to enter into a contract to enable the project to commence notwithstanding that the design of parts of the project is not yet finalised. The final amount payable by the client will be adjusted to reflect the actual cost of the provisional sum work. There are usually two aspects to the adjustment, the actual cost and the percentage allowed for overheads and profit. A common problem is where a contractor claims that item X falls within the provisional sum (and is therefore open to adjustment) whereas the client thinks it should have been included within the fixed price element. **Therefore it is arguably important to describe the provisional sum work as precisely as possible, and also as to whether overheads and profit on provisional sums will be treated as being included in the provisional sum allowances, or whether to be included in the main contractor's fixed price.**

I have had a long conversation with the architect over whether at least some of these costs could be firmed up before tendering. His view is that the detailed design aspects can best be addressed when the tenders are back and the chosen contractor appointed. At that point the Council as client either directly or by delegation will need to choose everything down to flooring, taps etc. Alternatively the architect could now, for example, seek a design of the electrics, kitchen fittings, plumbing etc. but as the Council has not yet specified these items it would both add significantly to a delay with the project and also to the architect's professional fees. Given that construction prices are rising significantly all the time, it is arguably sensible to get the tender process completed as soon as possible. One of the companies on the tender list has told the architect that the provisional allowances are realistic.

**I invited the architect to the meeting of FERM Committee but he has an engagement on the evening of 8 December. He is otherwise happy to attend a face to face meeting at a mutually convenient time.**

## **Recommendations**

FERM Committee, via its inclusion of those Members having delegated decision-making authority under the arrangements set up by Full Council on 5 May 2021, is recommended to:

1. Decide to agree the revised specifications and instruct the architect to proceed to issue the tender documents to the list of contractors already agreed by Full Council *subject to instructing the architect to describe the provisional sum work more precisely, and also to make it clear as to whether overheads and profit on provisional sums will be treated as being included in the provisional sum allowances, or whether to be included in the main contractor's fixed price.*

**OR**

2. To agree to set up a meeting between the Council's delegated decision-making body and the architect prior to making a decision on the way forward.

**William Grosvenor**

**Clerk and Executive officer to the Council**

**6 December 2021**