



EDLESBOROUGH PARISH COUNCIL

Minutes for the Extra Ordinary Meeting of Edlesborough Parish Council **held on 6th April 2023 in Edlesborough Memorial Hall**

CLlr Williams formally opened the meeting at 19.30.

Present

CLlr Williams, CLlr Cubbage, CLlr Nevard, CLlr Wells, CLlr Wilkinson, CLlr Harpley, CLlr Owen, CLlr Booth, CLlr Hurst, and Penny Pataky (the Clerk).

Apologies

None were received.

Declarations of Interest

None were declared.

Edlesborough Pavilion

To receive quotes for the works required to carry out the necessary works to complete the Edlesborough Pavilion "snagging list".

CLlr Williams explained that at the Ordinary Council Meeting on 16th March CLlr Cubbage had shared a summary of the quotes for completing the outstanding snagging issues with the building. He had explained that further investigation will need to be conducted in relation to the issues with the balcony leaks and the costs to rectify this specific issue.

CLlr Cubbage had confirmed that the retention monies from the Expert Building Services contract will be used to meet these costs and the additional costs now being incurred by the Building Design Consultant.

CLlr Williams explained that this Extra Ordinary meeting had been called for the purpose of receiving the quotes and approving them to enable purchase orders to be raised for the necessary works. CLlr Cubbage explained that much of the work was long overdue and needed completing as soon as possible.

He explained that the work on the balcony could be delayed until September to ensure minimal disruption to the use of the balcony over the summer period.

CLlr Cubbage proposed Council accept the quote dated 4th March 2023, from BPB Electrical for the temporary removal of smoke detector in tennis store due to rainwater leakage from balcony. CLlr Booth seconded the proposal. All agreed.

CLlr Cubbage proposed Council accept the quote dated 4th March 2023, from BPB Electrical for the reinstatement of new detector and reprogramming of fire alarm. CLlr Williams seconded the proposal. All agreed.

CLlr Cubbage stated that the leak into the pavilion storeroom should be resolved by the replacement of the silicone on the balcony above.

CLlr Cubbage proposed Council accept the quote dated 4th March 2023 from BPB Electrical for the replacement of two water damaged lights under the balcony/over terrace.

CLlr Harpley asked why this was an open sum at this point. CLlr Cubbage explained that this quote is a prime cost and that it was very difficult for the electrician to provide an accurate cost until he commences work and finds the main cause of the issue. He went on to state that this quote would be approved based on being about this cost.

Cllr Williams seconded the proposal. All agreed.

Cllr Cubbage proposed Council accept the quote dated 4th March 2023, from BPB Electrical for the Electrical/Heating/Ventilation works, including the Preparation of Operation and Maintenance Manuals.

Cllr Nevard asked for clarification of what these were. Cllr Harpley explained that these were mandatory documents for the operation of a building such as the Pavilion. Cllr Cubbage explained that the builder had omitted to include them in his original order with the electrician, therefore it was necessary to raise an order for this outstanding work.

Cllr Wilkinson clarified that it was the same electrician as the one the builder had used and that it was beneficial as he was fully familiar with the building, wiring, etc.

Cllr Booth seconded the proposal. All agreed.

Cllr Cubbage proposed Council accept the quote dated 4th March 2023, from BPB Electrical for the Fire Alarm first annual service. Cllr Cubbage explained that this work is overdue and must be conducted. Moving forward ECSC will take on responsibility for future annual services. Cllr Nevard seconded the proposal. All agreed.

Cllr Cubbage proposed Council accept the quote dated 1st March 2023, from Wren Construction for the;

- Building Fabric works as detailed in the quote (excluding any major work on balcony).

He additionally proposed that Council accept the quote dated 16th March 2023, from Wren Construction to;

- Remove part of soffit under balcony/over terrace to investigate water ingress and allow replacement of 2 lights.
- Uplift a few balcony tiles to investigate substrate etc. and assess scope for improving the fall to stop water pooling. This will also help inform Independent Surveyor.

Cllr Wilkinson asked if there is a membrane for the balcony tiles, Cllr Cubbage stated that there should be. This will be clarified when balcony tiles are lifted during the investigative works.

Cllr Harpley stated that if it is found that the membrane is missing this will need to be factored into the quote for the repairs to the balcony following the independent surveyors report.

Cllr Harpley seconded the two proposals. All agreed.

Cllr Cubbage reminded the Council that £750 was ear marked as a “guesstimate” for the independent surveyor who will be contracted to investigate the balcony issues and the necessary works to rectify this.

Cllr Cubbage proposed Council accept the quote, dated 9th March 2023 from Mr Richard Diggle for the additional time and expenses covering the protracted period dealing with the remedial work.

Cllr Wells asked the following questions:

1. *Why are we making a further payment to Mr Diggle, when there is an agreement in the minutes of the February 2022 meeting that no further payment will be made to him for this project following the bonus given to him? Whilst I appreciate that the builders declared bankruptcy, as far as I am aware this is a continuation of the snagging list, and as such should it not come under the original contract for the project manager (Mr Diggle).*
2. *If, as Cllr Wilkinson pointed out in his email, this is a new project, is the cost going to be high enough that it should have gone to tender? If the cost is low enough that it does not require going to tender, do we have a new contract for Mr Diggle and if yes, can EPC see it to ensure that there are clear terms and conditions should the new project over-run or face issues?*

Cllr Cubbage responded that if the builder had completed the snagging list and had not gone into receivership the job would have been completed and Mr Diggle's original contract would have ended. He stated that Mr Diggle had already spent three months chasing the builder and sourcing the new quotes for the work on the outstanding snagging list.

Cllr Wilkinson stated that the quote from Mr Diggle is for a new contract/project. He will be managing new contractors (BPB Electrical and Wren Construction) therefore it is now a new contract/project because of the original builder becoming insolvent.

Cllr Wells asked if Mr Diggle has quoted high enough for the "new project," she reminded the Council that at the February 2022 meeting Council had agreed to learn from its experience of the project running over.

Cllr Cubbage stated the new contract was based on the quote provided by Mr Diggle.

Cllr Wilkinson clarified that the quote does not cover Cllr Wells' point. He went on to say that something needs to be agreed in writing to protect the Council from escalating costs should the new project over run.

Cllr Hurst asked why EPC made an additional payment to Mr Diggle in February 2022.

Cllr Cubbage explained that the Pavilion project was expected to be completed in April 2020, but that weather conditions, Covid-19, and the subsequent issues with obtaining materials meant that the project was not completed until late September 2021 (with the exception of the snagging list). As a result, Mr Diggle worked on the contract for 24months opposed to the original 6months.

Cllr Hurst asked if Mr Diggle had worked on the project for the whole of the 24months, even when work was stopped due to Covid-19. Cllr Cubbage stated that he worked on the project for the majority of the 24months.

Cllr Owen stated that the additional payment was made on the basis that Mr Diggle would not raise further invoices for the project.

Cllr Williams stated that Council was very fortunate that Mr Diggle stayed with the project for the whole duration and that he is still involved.

Cllr Harpley commented that the original contract did not make provision for any overrun/extras/issues. EPC have learnt from this and need to approach contracts with a more commercial mindset.

Cllr Harpley asked if once the independent surveyor has assessed the balcony will this result in further quotes/costs from Mr Diggle. Cllr Cubbage explained that Mr Diggle had confirmed that should the balcony need major works it would require a further three days work at £400 a day.

Cllr Williams proposed that Cllr Harpley provides suitable wording to be included in the purchase order confirming that EPC will not accept any further charges on this new project. Except for the possible three days additional work that would be required if the independent surveyor confirms that the balcony requires major works.

Cllr Cubbage stated that he is concerned that this will offend Mr Diggle and he may withdraw his services/quote.

Cllr Booth stated that Mr Diggle has worked very hard for the Council for the duration of the project.

Cllr Owen asked if as this work was all part of the snagging list that the builder had failed to complete is it not part of Mr Diggle's original contract as the works on the Pavilion are not complete.

Cllr Hurst asked if EPC needed to use Mr Diggle for this work. Cllr Cubbage explained that it would be beneficial to keep and use Mr Diggle as he designed the building and had an intimate knowledge of the building.

Cllr Williams added that EPC are looking for full understanding of the work required and speed to get it completed.

Cllr Harpley confirmed that it was now necessary to contract Mr Diggle for a new contract/job as it had not been confirmed in his original contract what would happen should the builder not complete the work on the Pavilion.

Cllr Owen asked what would happen in six months' time if more problems arose with the building. Cllr Harpley explained that BPB Electrical and Wren Construction work would be warrantied. Other problems would require new quotes. He stated that EPC should ask for a 12month warranty on the work conducted by BPB Electrical and Wren Construction.

Cllr Booth asked if EPC will be expected to receive more quotes as much of the work is investigative.

Cllr Williams explained that ECSC CIO have already paid for some repairs, such as issues with the door locks.

Cllr Wilkinson stated that a building the size of the Pavilion is subject to some snagging issues, it is unfortunate that the builder has become insolvent and is not available to rectify them.

He went on to state that Mr Diggle had provided EPC with useful and sound advice especially in relation to staged payments and a retention monies clause in the contract.

Cllr Cubbage amended his proposal for Council to accept the quote from Mr Richard Diggle for the additional time and expenses covering the protracted period dealing with the remedial work. With the additional wording provided by Cllr Harpley in the purchase order confirming that EPC will not accept any further charges on this new project. Except for the possible three days additional work that would be required if the independent surveyor confirms that the balcony requires major works.

Cllr Nevard seconded this proposal.

Councillors Wilkinson, Williams, Hurst, Harpley, Owen, and Booth agreed with the proposal.

Cllr Wells abstained from the vote.

Actions:

Clerk to place purchase orders with BPB Electrical and Wren Construction for the agreed quotes.

Cllr Harpley to draft wording for purchase order. Cllr Cubbage to review wording. Once wording is agreed the Clerk will place the purchase order with Mr Richard Diggle.

The meeting closed at 8.25pm.

Edlesborough Pavilion
Summary of Pavilion Snagging & Remedial Costs (16.3.23)

Outstanding Work/Defects	Reference Documents	Contractor	Quote £ (all + VAT)	
			Sub-Total	Total
Electrical/Heating/Ventilation – incl. Preparation of Operation & Maintenance Manuals	A	BPB Electrical	6,025	7,692
Fire Alarm first annual service	A	“ “	500	
Temporary removal of smoke detector in tennis store due to rainwater leakage from balcony	B	“ “	200	
Reinstatement of new detector & reprogramming of fire alarm	C	“ “	567	
Replacement of 2 water damaged lights under balcony/over terrace	C	“ “	400 (PC Sum)	
Building Fabric (<u>excluding</u> major work on balcony)	D	Wren Construction	2,380	2,955
Remove part of soffit under balcony/over terrace to investigate water ingress & allow replacement of 2 lights. Uplift a few balcony tiles to investigate substrate etc & assess scope for improving the fall to stop water pooling – will also help inform Surveyor.	e-mail 16.3.23	“ “	575	
Independent Surveyor (KJC guesstimate)	-	-	750	750
Richard Diggle – additional time and expenses covering the protracted period dealing with the remedial work	E	Richard Diggle	2,800	2,800