

# TONBRIDGE & MALLING BOROUGH COUNCIL

## CABINET

31 January 2017

### Report of the Director of Central Services

#### Part 1- Public

#### Matters for Information

#### **1 TONBRIDGE POOL ROOF REPAIRS : WAIVER UNDER CONTRACT PROCEDURE RULE 13**

##### **1.1 Introduction**

1.1.1 Report advising Members of a waiver under Contract Procedure Rule 13 that, following commencement of roof repairs at Tonbridge Swimming Pool, developed unexpected costs exceeding a £100,000 limit. In these circumstances Contract Procedure Rules require a report on the waiver to the next appropriate meeting of the Executive (Cabinet).

##### **1.2 Roof Repairs Undertaken**

1.2.1 The works on the roof commenced at the end of September last year and arose from an established scheme to replace, under guarantee, the delaminating clay roof tiles at Tonbridge Swimming Pool. The tile manufacturer (Sandtoft) had undertaken to replace all of the clay roof tiles (with more robust concrete equivalents) on the building at their cost using one of their approved contractors, Strandor Roofing. The repairs for the first (of three annual) phases affected the north-western side of the main pool hall roof.

1.2.2 A survey of the roof in the Spring of 2016 by an expert consultant also identified problems with brittle/split roofing felt, 'slumping' rockwool insulation and poor ventilation of the roof in general, exacerbated by the humid atmosphere of the swimming pool environment.

1.2.3 Whilst the access scaffold was in place and the roof tiles stripped off, it was always the intention to address these other issues which are not covered by the Sandtoft roof tile guarantee and would need to be financed by the Council. A sum of £60,000 was included in the Buildings Repairs Reserve Expenditure Plan (BRREP) for the purpose. The anticipated cost of these works was subsequently estimated at c £25,000 by Strandor Roofing for the first phase on the north-western section of roof.

1.2.4 Undertaking these additional improvement works using the contractor Strandor Roofing (already commissioned by Sandtoft and due on site to replace the tiles)

without putting the pricing to open competition, required a waiver under Contract Procedure Rule 13. This waiver was approved by the Chief Executive, Monitoring Officer and Director of Finance and Transformation. An additional benefit of having these supplementary works done by the approved contractor to the recommended improved specification is that Sandtoft will guarantee the roof repairs for a period of fifteen years as well as the tiles themselves for thirty years.

- 1.2.5 On commencement of the works (which involved stripping the tiles, felt, battens and insulation) severe rot was found in several areas of the wooden rafters, semi structural decking and main 'Glulam' beams. The area of the roof affected by the rot was directly below the high level windows. The rot found in the decking was of particular concern as this affected the ability of the roofers to work on the outside of the building whilst the pool remained occupied inside.
- 1.2.6 Repairs to the decking required the staged removal and replacement of large sheets of decking material. To safely undertake this work at high level, a scaffold was required inside to prevent life threatening falls and to give access for timber repairs to the main Glulam beams. This resulted in the necessary draining of the main pool and closure of this section of the facility for several weeks.
- 1.2.7 Additional costs in relation to the roof repairs accrued for:
- Replacement rafters
  - Decking replacement (including new improved Vapour Control Layer and using a more robust resin reinforced water resistant decking product)
  - Board protection inside the pool prior to the scaffolding erection
  - Internal 'bird cage' scaffold to full height of pool hall on the north-western side as part of health and safety protection for roofers replacing the decking at high level.
  - Access to the roof windows via a high level extension to the external scaffold already in place to enable safe removal of 'skirt' trim and allow modified flashing design between the high level windows and tiled roof
  - Site fencing and welfare facility costs associated with the extended contract period.
- 1.2.8 The additional works procured with Strandor Roofing have pricing transparency, with the company providing full cost breakdowns between labour and materials and detailed material prices. The various additional works (procured under the waiver as the project progressed and the need for further urgent structural repairs were discovered) now have a confirmed final total of £121,293.14. The Council's Management Team, Leader of The Council and Cabinet Members for Finance and Communities were fully briefed as the repairs progressed.

1.2.9 The roofing consultant has assessed the probable cause of the rot discovered once the roof had been opened up. He focused his investigation on the apparent drainage of the window/glazing box sections into the area immediately behind the roof lead flashing, created in the original design for roof ventilation. The incorporation of Sandtoft's own vent system into the roof tiling below the windows has facilitated the implementation of a revised flashing detail which will eliminate this issue going forward.

### **1.3 Legal Implications**

1.3.1 The waiver, approved by the Chief Executive, Monitoring Officer and Director of Finance and Transformation at each stage of the project, complies with Contract Procedure Rule 13.

1.3.2 We are advised that the building defects liability for the original building design and construction expired in 2008.

### **1.4 Financial and Value for Money Considerations**

1.4.1 To appoint the contractor already on site undertaking tile replacement proved to be the most cost effective way forward. Delays associated with bringing another contractor on board at a late stage to undertake the additional works would also have required longer pool closures with further loss of income implications. Using the approved contractor to undertake all of the works also ensured a fifteen year guarantee on the roof itself (30 years on the tiles). BRREP for 2016/17 has been updated to meet these additional costs.

### **1.5 Risk Assessment**

1.5.1 If the repairs were not undertaken at this stage more substantial, structural issues would have arisen in the near future with the potential to compromise public safety within the facility.

Background papers:

contact: John De Knop

File 2664(A10)

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