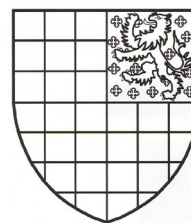


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**LEWES
TOWN
COUNCIL**

MINUTES

of the meeting of the **Working Party established to oversee repairs to the Council's buildings**, held on **Tuesday 26th March 2019**, in the **Council Chamber, Town Hall, Lewes** at **3:00pm**.

PRESENT Cllrs S Catlin; M Chartier; G Mayhew; R Murray; S Murray.

In attendance: S Brigden (*Town Clerk [TC]*); B Courage (*Town Ranger*); Mr Grant Crossley (*BLB Surveyors*) and Mr Paul Rawlinson (*BLB Surveyors*)

BRepWP2018/26 **QUESTIONS:** There were none

BRepWP2018/27 **APOLOGIES FOR ABSENCE:** Apologies had been received from Cllrs Lamb and Milner, who were working, and Cllr Rowell (no reason offered).

BRepWP2018/28 **DECLARATIONS OF INTEREST:** There were none.

BRepWP2018/29 **MINUTES: it was resolved that**

BRepWP2018/29.1 The Minutes of the meeting held on 6th March 2019 are received and signed as an accurate record.

BRepWP2018/30 **EXCLUSION of the PRESS & PUBLIC**

At this point the Chairman moved, **and it was resolved:**

BRepWP2018/30.1 That in view of the confidential nature of the business to be transacted during the remainder of the meeting, pursuant to the Public Bodies (Admission to Meetings) Act 1960 *etc* any members of the press or public present be excluded and instructed to withdraw. The nature of that business is to consider detail related to proposed commercial contracts.

BRepWP2018/31 **REFURBISHMENT of MALLING COMMUNITY CENTRE:**

The meeting welcomed Grant Crossley and Paul Rawlinson of BLB Surveyors; attending to assist Members. They had prepared a report on their assessment of the three tenders received by the due date, and elaborated on salient points.

1. The lowest tender appeared reasonably priced and complete; however, it included additional Provisional Sums which, it was stated, should either be converted to fixed price items or to Employer Provisional Sums. By converting these items, the Council would assume the price risk. This, it was explained, was contrary to the ethos of a Design and Build contract and so the alternative of requesting the contractor to make revisions to treat some or all of these items as fixed price lump sums was recommended.

2. Various other aspects of the treatment of elements by individual bidders were discussed. It was demonstrated that most of these were differences in theoretical approach and in most cases these were items placed by one company in the category of (*eg*) Contingency, where by another they were included as a priced component. It was the professionals' view that the lowest bid would retain that relative status even after all adjustments recommended were allowed-for.

3. Since the commencement of the refurbishment project anticipated costs had been revised upward at strategic decision-points, for practicality. The most recent significant decision had been the choice of sustainable energy features such as a ground-source heat-pump and photovoltaic panels. Despite reasonable estimates for such provision the tenders had all exceeded the amount anticipated, and Members heard that this was due in part to rapidly increasing costs in the industry and partly the 'real-world' costs of consequential works required by such features.

4. Members considered the cost from a number of perspectives including potential reduction in quality or removal of certain features; contrasting the benefits

of the overall design 'as-tendered' with the implications of omitting features or reducing a quality dimension to save money immediately but which, it was felt, would diminish the building for decades to come. There was consensus that the design was the right one and that to attempt to downgrade any aspect would be short-sighted.

5. It was understood that the amount of money currently available in the Reserve fund, plus any grants that may be obtained, would leave an amount of up to £600,000 to be borrowed. Borrowing from Public Works Loan Board (PWLB) was straightforward; first requiring a borrowing approval, issued by the Ministry of Housing, Communities and Local Government (MHCLG) and obtained through the local County Association of Local Councils.

6. PWLB rates of interest were low and fixed and loans were conventionally on an annuity basis with half-yearly repayments, over periods up to 50 years. It was acknowledged that the benefits of the refurbishment would serve the community for decades and the period of loan would reflect that. It was understood that a period of 30 years would require annual repayments considerably below the sums which had been drawn from precept in recent years to supply the project reserve fund.

7. After extensive discussion a vote was called on the salient points considered to be at issue, which were: design of foyer to remain unchanged; Ground-source heat pump/PV panel system to remain as designed, and acceptance of the 'higher-than-hoped-for' cost. All these points were agreed unanimously.

8. It was agreed that the Chairman should be authorized to work with TC in liaison with BLB Surveyors, regarding discussions with the lowest bidder over adjustments to pricing.

BRepWP2018/32

CONCLUSIONS

Recommendations:

1 It was agreed that Council would be recommended to agree a contract with the lowest bidder in line with their tender, subject to confirmation of the effect of adjustments for pricing method.

2 The Working Party agreed authority for its Chairman, working with TC and BLB Surveyors, to discuss and agree detailed refinements of the project with the designated contractor.

3 Council will be recommended to agree that any balance of cost remaining after accounting for any grant receipts be borrowed from the Public Works Loans Board, to a maximum of £600,000.

BRepWP2018/33

There being no further business, the Chairman declared the meeting closed, and thanked everyone for their attendance.

The meeting closed at 4:00pm

Signed date