

EXCERPT OF MINUTE OF MEETING OF POLICY AND RESOURCES (PROPERTY)
SUB-COMMITTEE HELD ON 9 JANUARY 2003**ROOF REPLACEMENT AT. ST. MAURICE'S HIGH SCHOOL, CUMBERNAULD**

26. With reference to paragraph 28 of the Minute of the meeting of this Sub-Committee held on 7 March 2002, when it had been noted that the tender by Scottish Roofing Services, Glasgow, for the replacement of the roof at St. Maurice's High School, Cumbernauld, had been accepted, there was submitted a report (docketed) dated 10 December 2002 by the Director of Housing and Property Services (1) advising of the lack of progress on this contract, and (2) giving details of the action taken to have the works completed.

Decided:

- (1) that the action taken by the Director of Housing and Property Services to have the roof replacement works at St. Maurice's High School, Cumbernauld, completed, be approved;
- (2) that the use of Scottish Roofing Services on future projects be reviewed;
- (3) that the report be referred to the Education (Resources) Sub-Committee for information, and
- (4) that the terms of the report be otherwise noted.

REPORT

To: POLICY & RESOURCES (PROPERTY) SUB COMMITTEE	Subject: ROOF REPLACEMENT AT ST MAURICES HIGH SCHOOL, CUMBERNAULD
From: DIRECTOR OF HOUSING AND PROPERTY SERVICES	
Date: 10 December 2002	Ref: DWC/CLM/ EDMM01040

1.00 INTRODUCTION

- 1.01 The purpose of this Report is to advise the Committee of the lack of progress on this contract and to seek Committee approval for the actions taken to complete the works.

2.00 RESOURCES

- 2.01 This project is funded from the Housing and Property (Minor Capital) and there are no additional funding requirements of the current actions.

3.00 BACKGROUND

- 3.01 Tenders were invited in November 2001 for the replacement roof coverings together with associated upstands, flashings, roof edge trims and replacement of roof lights at St. Maurices High School, Cumbernauld.

The lowest tender from Scottish Roofing Services, Glasgow in the sum of £304,501.55 was accepted by the Council on 18 January 2002.

The Contractor commenced on site on 11 February 2002 with a completion date set at 12 May 2002. Payment to the value of £235,408 has been certified for the completed works at this time.

- 3.02 From the start of the project, three weeks in succession were lost due to severe weather conditions. By mid March it was noted that the labour on site was not consistent with the level required to complete the works on time, and the Contractor was advised accordingly.

On 23 July and 18 August, water penetrated the roof surface in the Technical base and the Assembly hall respectively, causing damage to equipment and flooring. The labour squads responsible for leaving the works in an exposed state were replaced on both occasions.

Water damage has been caused to corridor ceiling tiles throughout the school. In some cases, these have been caused by blockages in downpipes created by discarded drinks bottles/ cans and blocked underground drainage which were in existence prior to the re roofing contract. The Contractor has carried out repairs to these areas. The contractor is liable to make good, any damage as a result of negligence at no expense to the Council.

It was also noted that in certain areas, roof edge protection was inadequate and instructions were issued to remedy this, however, as health and safety issues continued to be ignored, the contractor was instructed to remove a particular labour squad from site on 20 August.

Continuing bad weather delayed the project. When the original completion date was reached, a meeting was held with the Contractor, a revised programme was set indicating a completion date of 2 September 2002 and assurances given that this would be achieved.

Although labour levels initially increased following these meetings, there was a subsequent reduction and in compliance with the contract conditions, notice was given on the 18 September that the contractor was in default by not proceeding regularly and diligently with the works and that the employment of the contractor may be determined.

- 3.03 The Contractor attended a meeting on 16 October with a representative of the Client Department in attendance and provided a final revised programme with a completed date of 30 November and affirmed that additional labour would be provided on site to achieve the date. The contractor has failed to achieve this date partially due to the fire brigade dispute.
- 3.04 Currently the roof is watertight with limited amount of works required to complete the contract now expected to be late December, taking into account the holiday period.

4.00 CONCLUSIONS

- 4.01 As noted from the above, the actions taken have been to complete this contract. Since work had started on all of the roof, it was not possible to reduce the extent of the work, delete it from the Contract and limit the incomplete work to one area.

Also to arrange for the completion of the works by another Contractor would involve considerable additional costs due to the likelihood that the Contractor would not accept liability for incomplete work by another Contractor with the potential for lengthy/costly litigation.

5.00 RECOMMENDATION

- 5.01 That the Committee note the report with the actions taken to complete the contract and that the continuing use of this contractor on future projects be reviewed.
- 5.02 That the Report be submitted to the Education (Resources) Sub-Committee for information.



T McKenzie
Director of Housing and Property Services