

## **Finance and Audit Scrutiny Committee, 26<sup>th</sup> September 2019**

### **Pump Room Gardens Restoration Project**

#### **General Comments**

The report was meant to address specific questions and it was never meant to underplay the key role that the Friends group played in securing the funding from Heritage Lottery.

#### **Partnership**

Whilst it is true that there were few Project Board meetings, the nature of the work being carried out and the frequency of correspondence from the FoPRG, meant that the normal governance arrangement would not have worked in this case and we couldn't have waited for the next quarterly meeting. That said, the Project Team also arranged two separate meetings during the construction phase with senior management representatives of the main contractor to discuss concerns raised by the FoPRG.

#### **Main Contract**

It is agreed that the presence of Clerk of Works (CoW) from the outset would have benefitted the project and we would recommend this for future projects (see below as well). The FoPRG also helped in identifying some of the issue in the early days of the project.

#### **Bandstand Undercroft**

See below for background but we have just had the initial report from the independent consultant about the suitability of the undercroft for use as storage. The report is attached but the conclusion states:

"The information gathered and the guidance given in this short report is based on requirements under current legislation and regulation. This pertaining to the Health, Safety and Welfare of individuals in the workplace.

The site in question would not 'suitable and sufficient' for storage thus not fit for purpose...There is appropriate storage available a short distance from the Bandstand in the Pump Rooms, with an acceptable method of transporting stored items."

#### **General**

It should be emphasised that where faults and rectifications have been identified (by whatever source), they have, or are being dealt with at no additional cost to the project. It may be worth the Committee visiting the Gardens to see for themselves how the work has been carried out.

#### **Response to specific questions from the Friends of the Pump Room Gardens (FoPRG)**

##### **Costs**

- 1. Who authorised the blocking of the bandstand undercroft in contravention of LBC (W/15/0926)? What is the cost of rectifying this situation, and who will pay?**

This was actually discussed at length in the Scrutiny meeting in January 2019 and WDC accepted at the time and now that the FoPRG should have been consulted on the decision.

The decision was made at a site meeting and was based upon technical issues following the need to replace the decking and also around how to secure the door and in particular the hatch. The question of people accessing the undercroft safely was also a key issue. This still is a concern and an independent report has been commissioned to look into the health and safety issues concerns over accessing the space, particularly for storage.

The cost of unblocking the doorway is actually minimal as the steps were only covered by soil and removing the brickwork is a relatively straightforward activity and can be done at the same time as the other works are done. We are in discussions with the contractor over costs but if necessary this will be covered by the Green Spaces team. The costs of the door were included in the original tender. We are still in discussion with the Friends group over the design of the protective hatch and the cost of this (together with the installation and support) is to be confirmed. Contractors have been approaching a number of different manufacturers – including those mentioned by the FoPRG – in order to get quotes.

Revised drawings for the Listed Building application have been submitted covering all of the changes.

## **2. Who was responsible for the faulty and unsafe design of the steps up to the bandstand deck? Who is paying to rectify the situation?**

The original plans as reviewed by both the Project Team and FoPRG included reducing the steps from 4 to 3 but it was not until the steps were actually constructed that a problem was identified. This appears to relate to the uprisers but this has been taken up with the architect and contractor and will be rectified at no cost to the project. The revised planning drawings now show a return to 4 steps to reduce the height of each step.

**The assertion that the project is within budget (after uplift) conceals that somebody's money was wasted; it will be spent correcting errors. When this was the ground works contractor, it is surely evidence of his unsuitability for the work.**

**Contingency and uplift are not intended to pay for flawed decisions.**

There have been changes and rectifications, some of which have only come to light after the works had been completed but these have been done and will continue to be done where necessary. The contractor has had to bear any costs for these works and this has not come from contingency and uplift. Some changes were necessary as work progressed and conditions dictated, for example the changes to the drainage near to York Bridge that followed from a visit by the drainage engineer.

## Management

## **3. The Landscape Architect was appointed in open tender for that position. What evidence was there that his skills would extend to be a Contract Administrator? Who decided?**

The appointment of the Landscape Architect as Lead Consultant was on a two-phase basis, to take the project through to submission to HLF and, if successful, through to delivery. The submission was evaluated on the basis of demonstrable experience in historic park restoration projects and the strength of their multi-disciplinary team to take the project through to completion. The Landscape Architect clearly had more than sufficient experience in this type of work and HLF were supportive of the appointment.

**4. What role, if any, did the Project Manager (Red Kite) play in overseeing the delivery of the works which turned out so badly?**

The PM was present at all or most of the contract and site meetings but didn't have an ongoing presence on a daily basis. Some of his time was taken up prior to the main tender stage, in providing support to the CEO in developing the Activity Plan (as agreed with HLF) as there were difficulties in translating the bid into practice and assisting during the period when the post was vacant. He is now preparing a revised management and maintenance plan which will form the basis of a Green Flag application.

**5. Who decided, and what grounds, *not* to appoint a full-time Clerk of Works (CoW) from the start of the project?**

At the time it was not felt that one was required for a project of this nature as it was relatively straightforward and this was agreed with HLF who may not have agreed to fund a full-time CoW from the outset. There was also the potential to call upon internal resources if necessary, although as it turns out there was no capacity. On reflection and as a learning point, we would certainly look to include a Clerk of Works from the outset.

**6. When will the project be finished?**

The landscaping works are complete barring some seasonal work around re-seeding (where the initial seeding failed) which have now started. The surfacing contractor is also due back out on site to look at areas where the surfacing is either bare or has failed and rectify these.

The final elements of the bandstand are the re-opening of the undercroft and installation of the protective grille, the new stone edging to the decking and the final coat of render and the revised step profile. These are largely linked and the contractor has indicated that they could be done in October. This then allows the final planting around the outside of the bandstand to be completed and confirmation of the outer railings.

The revised plans for the bandstand for the revised Listed Building Consent will be circulated separately to the Friends group as part of the revised Listed Building Consent.