

# MAYOR'S EXECUTIVE DECISION MAKING

---

Friday, 10 December 2021

---

Mayor's Decision Log No. 212

---

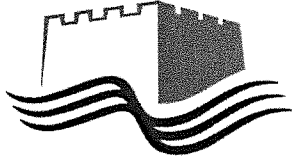
1. **DIRECT AWARD OF CONTRACT TO BB7 AND WC EVANS (Pages 3 - 70)**

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact: Matthew Mannion, Committee Manager, Democratic Services

Tel: 0207 364 4651, e-mail: [matthew.mannion@towerhamlets.gov.uk](mailto:matthew.mannion@towerhamlets.gov.uk); Webcasts at <https://towerhamlets.public-i.tv/core/portal/home>

This page is intentionally left blank

# Agenda Item 1

<b>Individual Mayoral Decision Proforma</b>  Decision Log No: 212	 <b>TOWER HAMLETS</b>
<b>Report of: Ann Sutcliffe: Corporate Director Place</b>	<b>Classification:</b> Unrestricted
<b>Direct award of contract to BB7 and WC Evans</b>	

<b>Is this a Key Decision?</b>	<b>No</b>
<b>Decision Notice Publication Date:</b>	22 November 2021
<b>General Exception or Urgency Notice published?</b>	<b>Not required</b>
<b>Restrictions:</b>	None
<b>Reason for seeking an Individual Mayoral Decision:</b>	This is an urgent decision

## EXECUTIVE SUMMARY

A great deal of focus on external wall cladding systems has ensued since the Grenfell Tower fire incident particularly, pertaining to high rise buildings. Subsequently, the MHCLG issued a range of guidelines on cladding and external wall systems for landlords to implement to ensure that buildings are compliant for the safety of residents.

The purpose of the report is to seek approval for the decision to make a direct award to BB7 for an initial pilot of 20 External Wall Surveys (EWS), and to WC Evans for the provision of access and opening up/making good to external fabric, so that urgent safety works can be delivered to the Council's qualifying residential buildings.

Full details of the decision sought, including setting out the reasons for the recommendations and/or all the options put forward; other options considered; background information; the comments of the Chief Finance Officer; the concurrent report of the Head of Legal Services; equalities and risk implications; Background Documents; **and other relevant matters are set out in the attached report.**

## DECISION

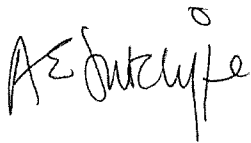
1. Award the contract to BB7 and WC Evans to conduct the external wall surveys to up- to 20 of the council's highest risk residential buildings.

2. Exempt the contract(s) of both BB7 and WC Evans from going through competition.
3. Note that the capital expenditure totalling £323,271 for conducting the external wall surveys (EWS) on up-to 20 of the Council's highest risk buildings will be funded from existing budgets ref: para,8.6 of the report.

**APPROVALS**

**1. Corporate Director proposing the decision or his/her deputy**

I approve the attached report and proposed decision above for submission to the Mayor. I confirm that the Mayor and/or Lead Member have agreed to this decision being taken using this process.

Signed ...  ..... Date 02/12/21.....

**2. Chief Finance Officer or his/her deputy**

I have been consulted on the content of the attached report which includes my comments.

Signed  Date 1/12/21

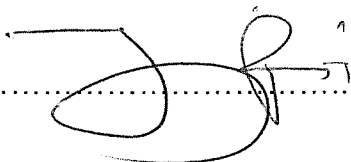
**3. Monitoring Officer or his/her deputy**

I have been consulted on the content of the attached report which includes my comments.


Signed ...  Date 6/12/21

**4. Mayor**

I agree the decision proposed in the recommendations above for the reasons set out in the attached report.

Signed ...  ..... Date 10/12/21



<b>Individual Mayoral Decision</b>  December 2021	 <b>TOWER HAMLETS</b>
<b>Report of:</b> Ann Sutcliffe, Corporate Director Place	<b>Classification:</b> Unrestricted
<b>Direct award of contract to BB7 and WC Evans</b>	

<b>Lead Member</b>	<b>Councillor Danny Hassell</b>
<b>Originating Officer(s)</b>	Karen Swift: Divisional Director, Housing and Regeneration
<b>Authors</b>	<b>John Kiwanuka:</b> ALMO Client Manager <b>Darren Cruice:</b> Head of Asset Management and Compliance (THH)
<b>Wards affected</b>	All
<b>Key Decision?</b>	Yes
<b>Reason for Key Decision</b>	Significant impact on wards
<b>Forward Plan Notice Published</b>	<b>22 November 2021</b>
<b>Strategic Plan Priority / Outcome</b>	All

### Executive Summary

A great deal of focus on external wall cladding systems has ensued since the Grenfell Tower fire incident particularly, pertaining to high rise buildings. Subsequently, the MHCLG issued a range of guidelines on cladding and external wall systems for landlords to implement to ensure that buildings are compliant for the safety of residents.

The purpose of the report is to seek approval for the decision to make a direct award to BB7 for an initial pilot of 20 External Wall Surveys (EWS), and to WC Evans for the provision of access and opening up/making good to external fabric, so that urgent safety works can be delivered to the Council's qualifying residential buildings.

### Recommendations:

The Mayor is recommended to:

1. Award the contract to BB7 and WC Evans to conduct the external wall surveys to up- to 20 of the council's highest risk residential buildings.
2. Exempt the contract(s) of both BB7 and WC Evans from going through competition.

3. Note that the capital expenditure totalling £323,271 for conducting the external wall surveys (EWS) on up-to 20 of the Council's highest risk buildings will be funded from existing budgets ref: para 8.6 of the report.

## **1 REASONS FOR THE DECISIONS**

- 1.1 This report seeks approval to procure competent resources for conducting EWS surveys to the council's qualifying residential buildings which will inform future mandatory compliance works.
- 1.2 The proposals in this report will:
  - Allow progress to be made on the programme of EWS surveys
  - Provide relief for some leaseholders who are waiting for an EWS1 form to be able to sell their homes
  - Ensure that high quality surveys are completed that identify genuine safety concerns but without making recommendations for work that is unnecessary
  - Provide a good starting point and learning opportunity to commission future surveys for the remainder of the residential buildings
  - Strategically allow to build a relationship with one of the leading fire engineering consultancies in the UK
  - Provides value for money

## **2 ALTERNATIVE OPTIONS**

- 2.1 The current main repairs contractor would ordinarily provide access services (works being proposed for WC Evans) but the present transitional arrangements demand alternative specialist contractor/s.
- 2.2 In addition, there are no arrangements with alternative contractors to complete EWS surveys. The specialist nature of the work requires a fire engineering consultancy.

## **3 REGULATIONS**

- 3.1 Since the Grenfell Tower fire incident, a great deal of focus on external wall cladding systems has ensued particularly, pertaining to high rise buildings. Consequently, the MHCLG issued a range of guidelines on cladding and external wall systems. These were usefully consolidated into one document in January 2020, followed by a one-page update for additional clarity in November 2020.
- 3.2 The guidance states that:
  - ACM (or HPL/other variants) cladding must be removed regardless of the building height



- any cladding/external wall surface materials in building of 18m and over should be of limited combustibility
- the guidance does not apply where the building met the requirements of the buildings regs at the time that work was commissioned to the external walls/balconies etc
- The external walls of a building shall adequately resist the spread of fire over walls and from one building to another, having regard to the height, use and position of the building' - this is consistent with regulation B4 of schedule 1 of the building regulations.

3.3 Therefore, in summary, risk of external fire spread must be considered for building:

- 18m or over
- that is care home, hospital or similar i.e., accommodating vulnerable residents with significant difficulties who are challenging to evacuate.
- Does not have - or has no provision for - adequate risk mitigation certified by a suitably competent person. The certification should confirm that the building presents high risk to the life safety of residents, people in the proximity of the building, and firefighters, irrespective of the height of the building. The competent person being a fire risk assessor.

3.4 Furthermore, the Building Safety Bill will require the council to prove to the regulator all buildings over 6 storeys are safe. This extends the number of buildings from the definition above i.e., 18m plus any additional properties that risk assessors may identify.

## **4 CURRENT MARKET**

4.1 Since the publication of the MHCLG guidance an increasing number of landlords have been carrying out EWS surveys and it has been widely reported that there are considerable shortages in the availability of competent fire engineers to sign off the necessary form (EWS1).

4.2 In addition, from THH's research, it has been established that there are fundamentally widespread insurance issues especially indemnity which have led to several consultancies declining to offer EWS. These include contractors who very much understand the current state of the Council's residential stock having conducted the stock condition surveys for THH.

4.3 The link below leads to an article which highlight insurance potential risk affecting contractors: [PI Insurance for IFSM Members - IFSM](#). Earlier this year THH set out to carry out a procurement exercise to appoint a suitable consultant but it became apparent from discussions with other Landlords that there would be process would encounter significant challenges. Furthermore, recent THH liaison with an RP confirmed that they had to abort a procurement exercise for competent specialist engineers attributable to low interest.

- 4.4 Similarly, another RP, had difficulties and suggested reducing lot sizes to attract suppliers. However, there is a consensus in the industry of the need to ensure EWS surveys are conducted by competent fire engineering consultancies. This will deliver high quality surveys that identify genuine safety concerns but without making recommendations for work that is unnecessary. Thus, avoiding duplication and ensuring VFM.

## 5. **ISSUES AROUND QUALITY**

- 4.5 In addition to scarcity of consultants able to carry out surveys, there has been a growing concern about the quality of some surveys and recommendations for works. Therefore, there are several companies who will complete a survey and then offer remedial works quotation. Some with very aggressive sales tactics. A recent article in the Guardian citing Dame Judith Hackett made mention of this very issue:

[Post-Grenfell fire safety: leaseholders risk being fleeced, warns top adviser | Grenfell Tower fire | The Guardian](#)

- 4.6 A further article in Inside Housing on 24.8.21 also raised concerns around the competence of those completing these surveys.

<https://www.insidehousing.co.uk/news/news/national-fraud-bureau-receives-15-reports-linked-to-ews1-forms-72241>

- 4.7 A blog post from a fire engineering consultancy in 2020 also sets out some of the issues with competence in the sector:

[Assessing External Wall Construction - EWS Forms - Lawrence Webster Forrest : Lawrence Webster Forrest \(lwf.co.uk\)](#)

## 6. **BB7 & WC EVANS**

- 6.1 BB7 are one of the leading fire engineering consultancies in the UK and have an international presence. Their client list and portfolio of projects are 'blue chip'.

- 6.2 [Home - BB7 \(bbseven.com\)](#): They have a large cohort of fire engineers and a tangible commitment to quality. It is this focus on quality and development of their engineers that will bring a real benefit to us. They have a robust internal star chamber process so that all EWS surveys are peer reviewed by a panel of fellow engineers and recommendations must be fully explained. BB7's company profile is [appendix 1](#) of this report

- 6.3 BB7 recently completed a very similar project for another landlord completing 16 EWS surveys and WC Evans provided access

[Building cladding inspection – update July 2021 | Croydon Council](#)

- 6.4 WC Evans are a London based contractor. They have worked with BB7 on several different projects and provided a reliable and competent service to facilitate these surveys. The height of many buildings requires specialist access equipment and fully trained operatives. The hire cost of 'cherry

pickers' can be extremely prohibitive and delays or issues with access potentially means additional costs including abortive access fees etc.

## **7. THE PROPOSAL**

- 7.1 In view of the issues around the current market and the danger of an aborted procurement exercise plus concerns around quality, THH approached BB7 directly several months ago. THH asked BB7 to review the Delta return submitted to the MHCLG early last year which details all the THH's managed blocks over 6 storeys. BB7 used the Delta information together with a desktop review to identify the buildings they deemed, in their experience, are likely to be of highest risk in the Council's residential stock. BB7's proposal is [appendix 2](#) of this report.
- 7.2 THH also approached WC Evans to provide a cost for the opening, remediation works, and access. THH did this because of concerns about using THH's term contractor, and their ability to provide the necessary specialist service in a transition period to new contracts. THH also wanted to ensure residents anxiety is minimised i.e., any inspection and associated works are completed discreetly and professionally.

## **8. FINANCIAL ANALYSIS**

- 8.1 Cost analysis: The cost of each survey is £10,695 (BB7). The cost of access is £4000 (WC Evans). From our experience these figures are reasonable. THH confirm that other landlords have paid £14,000 per survey, and that some commercial estate portfolios are offering much higher sums (over 20k).
- 8.2 A recent article in a building magazine states that a current tender by Gentoo is estimated to be £10,000 per building.  
[Housing association starts search for firm to carry out EWS1 checks | News | Building](#)
- 8.3 THH have completed a very small number of surveys (mostly where a leaseholder had a terminal/significant illness) which cost between £6-8000 plus access although these were typically lower risk buildings and did not include access costs.
- 8.4 The cost of the overall proposal with BB7 is £235,271 or £10,695 per building based on up-to 20 surveys. There is also a 10% contingency allowed for within this overall cost.
- 8.5 The cost of the proposal from WC Evans is £4000 per building based on 2 days onsite. In total £88,000 for up-to 20 buildings. This includes a 10% contingency.
- 8.6 The overall cost of these works, £323,271, will come from the £350,000 already allocated to building safety costs for the current financial year.

## **9. TIMETABLE**

- 9.1 Subject to approval, it is proposed that the surveys will be completed over a 4month period from December through to April 2022. This will allow THH to absorb the potential findings and follow behind with a programme of type 4 fire risk assessments. These 2 documents will then be used to inform the scope of works if necessary. As already confirmed THH will prioritise Brodick House in view of recent events.
- 9.2 This approach will also allow to reconsider how THH procure surveys for the rest of the stock and THH may also be able to find out a little more about the transition period for the introduction of building safety cases.

## **10 EQUALITIES IMPLICATIONS**

- 10.1 An equality analysis quality assurance checklist was completed, and the surveys will have no impact on the Council's Duties under the Equality Act 2010.

## **11 OTHER STATUTORY IMPLICATIONS**

- 11.1 **Best Value Implications:** The sums which will inform the 2 contracts have been negotiated with BB7 and WC Evans. The costs are broadly in line with market rates for similar projects that we are aware of elsewhere. Given the considerable concern across the UK regarding the building safety and the scarcity of specialist engineers, it is vital that the borough minimise any risk in this area to the health and safety of residents and the wider community by progressing these surveys.
- 11.2 **Risk Management Implications:** There are significant risk implications associated with building safety which the EWS will help us to mitigate. The MHCLG guidelines and the Building safety bill call for Councils to prove the safety of buildings over 6 storeys.
- 11.3 **Crime and Disorder Reduction Implications:** There are no specific Crime and Disorder reduction implications.
- 11.4 **Safeguarding Implications:** These surveys will ensure increased safety for all residents in the 20 blocks by identifying any defects allowing the Council to undertake remedial works as necessary...

## **12 COMMENTS OF THE CHIEF FINANCE OFFICER**

- 12.1 This report is seeking approval to award contracts to BB7 and WC Evans to conduct external wall surveys in up to 20 of the council's highest risk residential buildings and to exclude the award of this contract from external competition. This decision is based on quality and could lead to additional costs from not tendering the works. The estimated cost of this contracted work is £323k and will be contained within the HRA.

- 12.2 A one-off growth bid of £350k was approved for 2020/21 to start the process of assessing the building safety requirements arising from the Grenfell enquiry. Due to delays in the legislation being brought forwards this growth was rolled forward into the current financial year as part of the 2021/22 budget setting process. To date there have been no commitments made against this budget and it is available to fund any of these works completed in year.
- 12.3 Further growth bids have been submitted as part of the 2022/23 budget setting process relating to building safety. Any costs incurred in 2022/23 for this survey work will need to be met from this growth and therefore can only be funded if the growth is approved.
- 12.4 The HRA will recover the cost of any surveys undertaken on leasehold properties from the leaseholder as part of their service charge. Survey costs will be charged based on an average cost per property within each block. If the leaseholder requires a certificate to be issued, then an additional one-off charge of £350 will be made.
- 12.5 The cost of any remedial works relating to the outcomes of the survey will be managed through the HRA capital governance and business plan processes.

### **13 COMMENTS OF LEGAL SERVICES**

- 13.1 The Council urgently needs to commence surveys of the type described in this report following well publicised difficulties with building safety and fire risk. Whilst the likelihood of significant risk occurring is low, the potential impact should the risk crystallise in terms of impact on life is so significant to justify the urgency in this case.
- 13.2 Regulation 32 of the Public Contracts Regulations allows the Council to negotiate with a supplier without placing an advert first where for reasons of extreme urgency the Council is unable to meet the timescales required for an open or restricted procurement. This is the case here as described above.
- 13.3 The Council has benchmarked the prices and they are in line with current market prices. Both contractors will be subject to contractual terms and related contract monitoring to ensure that the services are properly delivered. This assists the Council to demonstrate that in the circumstances, the activity represents statutory Best Value.

---

### **Linked Reports, Appendices and Background Documents**

**Linked Report: None**

**Appendices:** Appendix 1: BB7 profile  
Appendix 2: BB& Proposals  
Appendix 3: EQIA Check list

**Background Documents – None**

**Officer contact details for documents: N/A**

# BB7

COMPANY PROFILE

**Imagination powered  
by borderless thinking**

Page 15



**“With BB7, you’re in totally safe hands. Their honesty, expertise and uncompromising commitment to quality means that the best solution is always delivered.”**

Page 16

**RON SIDELL**  
**SIDELL ARCHITECTS**

**OUTSTANDING EMPLOYER**  
We put people first and believe this is a vital part of building a sustainable business with the character to deliver demanding work.





# Contents

<b>About us</b>	<b>04</b>
<b>Our thinking</b>	<b>05</b>
<b>Our people</b>	<b>07</b>
<b>Our values</b>	<b>09</b>
<b>Our expertise</b>	<b>11</b>
<b>Fire safety engineering</b>	<b>12</b>
<b>Security, risk and resilience</b>	<b>14</b>

page



## STAY WISE

We keep learning and have a level of expertise that means our egos don't get in the way of doing things.

## About us

Founded by Benjamin Bradford, a Chartered Engineer and Chartered Surveyor, BB7 was born out of a passion for engineering solutions that helped to maintain design freedom while complying with regulatory frameworks. The combination of these aspects being the hallmark of good engineering design.

We quickly grew to become a respected fire engineering consultancy and received a number of high-profile appointments plus the technical authorship of a British Standard for Fire Risk Management Systems. This growth, along with a noticeable security void on design teams, naturally led to an expansion of our service offering.

BB7 set about growing a truly holistic service offering and we expanded our practice to include security strategy, design, engineering, and risk management to enhance our capabilities and remain at the forefront of planning, designing, and managing out risk in the built environment.

### ALWAYS IMAGINE

We're determined that the work we do will only enhance creativity and design, and contribute to the public good.



# Our thinking

We're a specialist, national consulting firm with over 100 staff across seven offices. We've been expertly engineering safety and security throughout every stage of the building lifecycle for over a decade.

## Thought leadership

Our internal Professional Advisory Board comprising of experts drawn from our nationwide offices, focuses on our service and client portfolio, technical excellence and talent development to ensure we maintain our leadership on quality and innovation.

Page 19

## Inspiring the next generation

We strive to imagine and deliver a better answer. It is our people that enable us to arrive at those answers. We invest heavily in training, and our internal performance management and personal development programmes are second to none.

### REMOVE BORDERS

We don't work in silos.  
We connect people together to link up the whole process.

# BB7 key facts

Since we started in 2009, we've grown our nationwide and international service offering and we're proud to have been accredited and awarded by many industry bodies.



BB7 was founded in 2009



BB7 are working nationally and internationally

# 100+

Over 100 staff



# 7

Seven regional offices serving England, Wales, Ireland and Scotland



First in the UK to gain FRACS certification

BB7 has won many awards including:

- CABE Built Environment Awards 2018 – Fire Safety Award Winner
- CIR Risk Management Awards 2018 – Public Safety Awards Winner
- Medway Business Awards 2016 – Success Through Training Award Winner
- Innovation and Strategy Award Winner
- ISO 9001 accreditation from British Standards Institution



SMAS Certification



BAFE SP205 Certification



Principle authors of BS 9997 point



SABRE Accreditation



Fire Industry Association



Cyber Essentials Certification



CHAS Accredited Contractor



Institution of Fire Engineers Accreditation



BB7 acquired Omega Fire in April 2019

# Our people

When we say our people are our greatest asset, we mean it. We don't advertise very often for team members, instead we prefer to create roles around people that share our values, vision, and approach.

As a result, we have a unique offering when it comes to planning and designing out risk in the built environment. We are able to bring our disciplines together quickly and easily, to achieve project objectives in a cost and time effective way.

We have a highly experienced and skilled management team, so whoever is working on your project, you can rest assured that they will bring the very best of what BB7 has to offer, drawing on their own individual capabilities as well as inputs from the wider team as required.

## PEOPLE

We imagine a better answer, our people allow us to arrive there.

# Our people



**Ben Bradford**  
CHIEF EXECUTIVE OFFICER



**Pierre Palmberg**  
DIRECTOR OF QUALITY AND INNOVATION



**Tom Welland**  
DIRECTOR OF CLIENT SERVICES



**James Lane**  
REGIONAL DIRECTOR



**Harvey Downer**  
CHIEF FINANCE OFFICER



**Natalie Patterson-Fields**  
FINANCE DIRECTOR



**Linda Simmonds**  
HR DIRECTOR



**Luke Goldsmith**  
MANAGING DIRECTOR



**William Ward**  
REGIONAL DIRECTOR



**Matt Simcox**  
INVESTOR



**Dominic Way**  
REGIONAL DIRECTOR



**Ray Quinn**  
REGIONAL DIRECTOR



**Steve Michael**  
REGIONAL DIRECTOR



**Shane Ryan**  
ASSOCIATE DIRECTOR

We're a collaborative and highly experienced team with expertise across all the full range of fire safety and security disciplines.

# Our values

We are often asked about the origins of the name BB7. Ben Bradford founded the firm on SEVEN guiding principles which describe what we want to embody and the unique character, spirit and identity that is BB7.

Our values provide inspiration and guidance for our people, shaping everything that we do. They shine through in all areas of our work – from recruitment and learning, through to project delivery and innovation. Our values are the bedrock of our culture.

Our unique culture is central to our business strategy and our service delivery.

**BE BOLD**  
We always focus on what our clients want but we're honest about what can be achieved.

# Our values

BB7 was founded on seven guiding principles that describe our unique character, spirit and identity. These values underpin everything we do.

Page 24

VALUE NO. 1

## People

We value diversity and foster a trusting, open and inclusive environment that treats each person in a manner that reflects our beliefs. If we are to imagine a better answer for our clients, our people help us to there.

VALUE NO. 2

## Be bold

We always focus on what our clients want but we're honest about what can be achieved. We are bold enough to tell them the truth in the interests of the project deliverables.

VALUE NO. 3

## Stay wise

We keep learning. We have a level of experience that means egos don't get in the way of doing things. We zoom out and consider the bigger picture, because things are clearer that way.

VALUE NO. 4

## See differently

We take pride in challenging the status quo. We look at the same situation through different lenses to consider all possibilities.

VALUE NO. 5

## Remove borders

We don't work in silos. We connect people together to link up the whole process. We always remember what we're trying to achieve, and we look for smarter ways to get there.

VALUE NO. 6

## Always imagine

We're determined that the work we do will only enhance creativity and design, and contribute to the public good.

VALUE NO. 7

## Outstanding employer

We are proud of our culture and its effect on our working environment. We put people first and believe this is a vital part of building a sustainable business with the character to deliver demanding work.



# Our expertise

We are a UK leading national and international, specialist fire and security consultancy; strategically mitigating risk, reducing uncertainty, delivering value, and facilitating design ambition to create a safe, secure, and sustainable built environment.

We add value at every stage of the project's life cycle, from initial design, throughout construction, to completion and management of in-use facilities.

Whatever the stage of a project, we help to ensure our clients achieve their strategic aims. Our experts are amongst the most experienced and influential in their field with proven track records, advising across sectors, challenging accepted wisdom, but never compromising on safety.

Page 25

## SEE DIFFERENTLY

We look at the same situation through different lenses to consider all possibilities.

# Fire safety engineering

We work with investors, designers, developers, and end users to de-risk projects and ensure life safety, property protection and business continuity. We use science, engineering and risk management principles to deliver operationally efficient and cost-effective solutions.

## Design and construction

Page 26

We ensure safety and compliance without compromising architectural ambition and functionality. We provide ongoing support and assurance that fire safety is embedded throughout the construction process.

## Occupation and use

We undertake pre and post occupation fire risk assessments, deliver training, and ensure end users are sufficiently equipped to manage and operate their facilities effectively. We specialise in strategic risk management for multi-site portfolios.

## Latest projects



Principle Tower, London



Waterloo Station, London



1 Leadenhall St, London



Natural History Museum



Taff's Well

# Fire safety engineering project examples



Belfast International Airport



Tower Bridge Exhibition



Palace of Westminster

Page 27



Southwark Council



Southampton Airport



The Ropery, Chatham Maritime, Kent



Peabody Trust



The National Portrait Gallery

## Latest projects

### Security, risk and resilience

We work with investors, designers, developers, and end users to identify and manage security risks to prevent crime, to protect your assets and reputation and to enable business continuity. We use planning, design and engineering within a security risk management framework to deliver appropriate, operationally efficient and cost-effective solutions.

#### Page 28 Design and construction

We deliver innovative security planning and design solutions that enhance building and organisational functionality and preserve architectural ambition.

#### Occupation and use

We undertake pre and post occupation risk assessments, deliver training, and ensure end users are sufficiently equipped to manage and operate their facilities effectively. We specialise in strategic security risk management for multi-site portfolios.



# Security, risk and resilience project examples



Fairmont Hotel, St Lucia Project

Page 29



Dagenham Film Studios



International Auction House



Richmond Observatory



Taff's Well Core Valley Lines Integrated Control Centre and Maintenance Depot



Ramzi Tower, Nigeria



BNP Paribas London

# Contact

## LONDON AND THE SOUTH EAST

23 Star Hill  
Rochester  
Kent  
ME1 1XF  
  
+44 (0) 203 603 5535  
Rochester@bbseven.com

## CENTRAL AND EAST

Castle Hill House  
Huntingdon  
Cambridgeshire  
PE29 3TE  
  
+44 (0) 148 087 9644  
Huntingdon@bbseven.com

## NORTH EAST

Century Way  
Thorpe Park  
Business Park  
Leeds  
LS15 8ZA  
  
+44 (0) 113 834 9960  
Leeds@bbseven.com

## NORTH WEST

2 Jordan Street  
Manchester  
M15 4PY  
  
+44 (0) 161 956 8973  
Manchester@bbseven.com

## SCOTLAND

Pentagon Centre  
26-38 Washington Street  
Glasgow  
Scotland  
G3 8AZ  
  
+44 (0) 141 530 5805  
Glasgow@bbseven.com

## NORTHERN IRELAND

Nextspace  
Antrim Enterprise Park  
58 Greystone Road  
Antrim  
BT41 1JZ  
  
(028) 94 548 940  
Belfast@bbseven.com

## IRELAND

Mount Pleasant Business  
Centre  
Ranelagh  
Dublin  
D06 K762  
  
+353 1 697 1332  
Dublin@bbseven.com

[bbseven.com](http://bbseven.com)

# BB7

## Proposal for Tower Hamlets EWS1 Programme

Written by Tom Welland for Darren Cruice

# Introduction | **BB7**



BB7 is a specialist firm of consulting engineers, operating in the risk and resilience niches of fire, security and continuity.

We are at the top of our game. We share the latest thinking and advise on best practice, challenging the accepted wisdom and pushing boundaries without compromising on safety.

We have a proven track record in realising design freedom for iconic architecture, beyond this we have acquired an unrivalled insight into the implementation of organisational risk management systems and can facilitate business process improvement, mitigating risk with certainty and strategic agility.

**We are BB7.**





Our people deliver intelligent fire, security and continuity solutions, and imagine new ways to mitigate risk within the built environment.

BB7 were the first company in the UK to obtain Quality Assurance Certification of Companies Offering Life Safety Fire Risk Assessment Services. We were the pioneers of strategic fire risk management and principle authors of BSI's PAS 7: 2013 – Fire Risk Management Systems Specification.

*We share the latest thinking and advise on best practice, challenging the accepted wisdom and pushing boundaries without compromising on safety.*

# The Team



We have a strong focus on our home markets with offices throughout the United Kingdom and Republic of Ireland.

From this strong foundation we are also serving clients and their projects throughout the Middle East, Africa and beyond.

Every client is allocated a dedicated team to ensure an efficient schedule in line with our ISO 9001 accreditation.

Your team consists of a Project Director, Project Manager, Fire Risk Assessor & Report Peer Review.

# Methodology



In response to the Grenfell Tower fire, Building Regulations were amended to include a restriction on the use of materials in external wall construction. For all new buildings constructed after November 2018 only materials of limited combustibility or better are permitted in the construction of external wall systems. This is applicable to all residential buildings over 18m in height. MHCLG have issued advice notes to clarify aspects of this change. In January 2020 a consolidated advice note was issued which stipulates that owners of residential buildings over 18m high should have checks carried out on the building external cladding to determine if materials other than limited combustibility are present and where this is the case, remedial action is to be carried out to replace these materials.

The advice note also indicates that there is likely to be a lowering of the height limit for application to 11m and further clarifies that a competent person should use judgement to consider whether the overall requirement of Building Regulations B4 has been met for balconies and other attachments

for buildings of any height. Although the advice notes are not mandatory under legislation and the change to building regulations are not retrospective, when applying for mortgage or other borrowing using an apartment as collateral, building survey evaluations have been reduced (in some cases to £0) unless confirmation that construction of the external walls meet the current requirements, irrespective of building age, and in some cases irrespective of height.



Because of the prescriptive nature of the advice notes, compliance has proved difficult in all cases. Addressing the situation, BB7 has been party to an initiative with certain other fire engineering firms and the RICS to agree on a scheme for providing suitable advice on the relative risk when an assessment is made of external walls and attachments by an accredited professional.

The result of this has been the evolution of the EWS1 form.

To meet the requirements of the assessment, an examination of the premises and intrusive inspection of the cladding and attachments (e.g. balconies) will be required by an accredited competent professional.

Reliance on design information and drawings is not sufficient. Subject to the findings of the inspection, where no materials with higher than limited combustibility are present and other necessary fire features (e.g. cavity barriers) are installed correctly, the assessment will return a compliant result. Where this is not the case an assessment of the relative risk may be carried out. Where the risk is assessed as acceptably low, this will also return a compliant result, albeit with associated low risk, but where the risk is unacceptable, it will be noted as having not reached the required result and advice will be given on any remedial work required and interim measures to safeguard the occupants until the work is completed.

# Your Proposal

This is a formal proposal setting out the methodology, scope and fee for inspection of 17 Purpose Built Blocks of Residential Flats on behalf of Tower Hamlets.

We have produced this proposal in response to your request to provide inspection and related assessments of fire safety of the external wall and attachments. Our methodology is designed around the emerging approach for assessment of existing buildings. The concept is for a technically competent engineering professional to inspect or otherwise ascertain the material used and construction of the external walling types and associated attachments. Subject to the findings of the inspection and the combustibility of the materials, options are available to assess whether it is considered to present an unacceptable level of risk and if remedial action is necessary.

To engage BB7 for the services described we ask you to complete the signature box under Our Fee, which provides us with the details required for our project management system. Alternatively written confirmation in another format will be acceptable, as long as it has the same information and the all-important Purchase Order number for us to submit invoices.

You are free to appoint us for any or all buildings and their wall types. Please note that we shall not accept responsibility or liability for any element of the external wall or attachments where we are not appointed for the inspection and assessment of that element or where it has changed after our scope of work is concluded.



## A structured approach

The blocks requires analysis and report of fire safety of external walls and wall attachments culminating in EWS sign-off by a competent fire engineer. The report will need to identify combustibility of external wall materials and propensity for fire spread over the external walls of each block. This information will need to be evaluated alongside any existing fire strategy, external wall report and fire risk assessment.

*This process will lead to BB7 identifying risk to each block involved in the assessment so that action can be taken to mitigate the risk, or where the identified risk is suitably low, the status quo can be maintained.*





# Outcomes

Likely outcomes are as follows:

- A1 – There are no attachments whose construction includes significant quantities of combustible materials. This means that wall systems and attachments are materials of limited combustibility or better in accordance with BS EN 13501-1:2018
- A2 – There is an appropriate risk assessment of the attachments confirming that no remedial works are required
- A3 – Where neither of the above two options apply, there may be potential costs of remedial works to attachments
- B1 – Where combustible materials exist on / within the external wall system; the assessed fire risk is sufficiently low that no remedial works are required
- B2 – Where combustible materials exist on / within the external wall system, the assessed safety is not of an adequate standard and these are identified to the client together with remedial action and interim risk mitigation measures required.



# Scope



The scope of our involvement will depend on the results of the inspections and assessments along the way. The following scope will be carried out for each building on the site individually.

Drawing / Fire Safety Document Review / Site Visit

For **each block**:

- Review latest architectural drawings
- Review the fire strategy report
- Review the fire risk assessment
- Review the external wall report (where produced)
- Visit site to carry out intrusive inspection and indicate materials sampling points\*
- Carry out an intrusive assessment of the external walls (and attachments) to determine materials used and also cavity barrier

suitability and workmanship. We will initially check three areas per cladding system. These will be at compartment floors, compartment walls, around façade openings (windows, vents etc.)

If we find defects we will direct further locations for opening as required.

We will not be able to open and close the wall as part of our scope of work. We will therefore require a third party to open and close the wall on our behalf.

Blocks are listed below

ALZETTE HOUSE 1-44 MACE ST E2	Mace Street
ANGLIA HOUSE 1-66 SALMON LANE E14	Salmon Lane
BRODICK HOUSE 1-130 SAXON RD E3	Saxon Road
CUFF POINT 1-55 COLUMBIA RD E2	Columbia Road
GEORGE LOVELESS HOUSE 1-109 DISS ST E2	Diss Street
JAMES HAMMETT HSE 1-109 RAVNSCROFT ST E2	Ravenscroft Street
MODLING HOUSE 1-52 MACE ST E2	Mace Street
OSWELL HOUSE 1-60 PRUSOM ST E1	Prusom Street
PAULINE HOUSE 1-73,1A OLD MONTAGUE ST E1	Old Montague Street
PUTEAUX HOUSE 1-60 MACE ST E2	Mace Street
RANDALL HOUSE 1-60 WOODALL CL E14	Woodall Close
SIEGE HOUSE 1-70 SIDNEY ST E1	Sidney Street
ST GILLES HOUSE 1-52 MACE ST E2	Mace Street
THOMAS HOLLYWOOD HSE 1-47 APPROACH RD E2	Approach Road
THORNFIELD HOUSE 1-75 ROSEFIELD GDNS E14	Rosefields Gardens
VELLETRI HOUSE 1-44 MACE ST E2	Mace Street

## Extended Scope

For Outcome A3 or B2 there may be remedial work that has been recommended within the report. If you wish for BB7 to be involved after the issue of the EWS1 form this may be arranged with a separate fee proposal. Should you wish us to review the EWS1 with a view to upgrading the result, we can provide the following support:

- We could monitor the works to each block with witness inspections;
- Each visit to witness remedial work will incur a daily rate fee and at the end of remedial works;
- We will sign the EWS1 form, providing that the completed works, in our view, confer a reduction of the risk of fire spread to manageable.

If we are not appointed to monitor works during remedial work, we can re-inspect each block after the works are complete with a view to upgrading the report, providing the works, in our view, confer a reduction of the risk of fire spread to manageable. However, there will be a fee for a re-visit.

# Reporting

## Assessment Report

We will provide a report detailing our findings and recommendations.

- The report may conclude that the external wall fire spread risk is low
- The report may conclude that the external wall constitutes the level of risk is acceptable
- The report may conclude that level of risk is not acceptable and remedial works will need to take place and may include interim risk mitigation measures.

We will update the report to one set of responses from the client.

The report will be issued within one calendar month of the inspection.

Complete Form EWS1 if no remedial action or interim measures are required.

Once the project is complete we intend to have a close out meeting to discuss overall risk and how you intend to manage, mitigate, reduce or resolve any risks found during our investigation.



## Remedial action and interim measures report

For each remedial action and interim measures report:

If the assessment concludes that the level of risk is unacceptable, we shall issue remedial works and interim measures report

We will update the report to one set of responses from the client

Once remedial action has taken place and interim measures are no longer required, we will re-visit the premises to ensure we are satisfied with the remedial action and then we will be able to sign Form EWS1.

# Your Proposal



An EWS1 is an holistic review of the premises and we feel for this project it is imperative to provide a new Fire Risk Assessment which provides our engineering team with enough information to help form a judgement. BB7 will carry out a fire risk assessment at each block to meet the requirements of the Regulatory Reform (Fire Safety) Order 2005. BB7 will survey the site, discuss fire safety provisions with on-site staff and prepare a risk assessment report.

The report will summarise the findings of the site survey and aim to demonstrate that adequate fire safety measures are in place for the premises concerned. The fire risk assessment report will detail the significant findings of the assessment. Where necessary, the report will provide any recommendations for additional measures or management requirements that will need to be considered to demonstrate an adequate level of fire safety. It should be noted that unless otherwise instructed by the client, our sole focus of the fire risk assessment will be life safety.

## **A structured approach**

BB7's standard fire risk assessment reports adopt a structured approach to the fire risk assessment which largely follows the principles in PAS 79: 2007



and covers the nine steps to Fire Risk Assessment established within this nationally accepted guidance.

Detailed design of any recommended facilities will be carried out by others or upon a new agreed scope of works.

*This proposal and the fire risk assessment methodology within it is intended to assess measures that facilitate protection of people from fire.*

It may inherently assess property protection issues and business continuity to some extent, but that is not the primary purpose of the assessment proposed.



# Our Process



## Prior to Assessment

BB7 will require relevant information about the building, the processes carried out in the building, and the occupants of the building. This information will be obtained through a range of activities including:-

- Interviewing a relevant representative or the management, prior to carrying out a physical inspection of the building.
- Review of documents – we can provide you with a summary of the information required, ahead of the Fire Risk Assessment taking place.
- Site Survey.

As part of the requirements for us to undertake this assessment, it would be necessary for the client to arrangement for suitable access to all areas required to be surveyed. This includes the provision of suitable facilities to gain access to ceiling voids etc. as required during the survey itself.



# Our Fee

The fixed fee for this service, for the block, is detailed in the table below. This fee allows for a maximum of two days' investigation on each site by competent fire engineers, research, analysis, drafting the report and form, and ultimate peer review.

BB7's scope will be completed on the production of an EWS1 form per core. Any support required after this point will be subject to further fees.

ALZETTE HOUSE 1-44 MACE ST E2	Mace Street
ANGLIA HOUSE 1-66 SALMON LANE E14	Salmon Lane
BRODICK HOUSE 1-130 SAXON RD E3	Saxon Road
CUFF POINT 1-55 COLUMBIA RD E2	Columbia Road
GEORGE LOVELESS HOUSE 1-109 DISS ST E2	Diss Street
JAMES HAMMETT HSE 1-109 RAVNSCROFT ST E2	Ravenscroft Street
MODLING HOUSE 1-52 MACE ST E2	Mace Street
OSWELL HOUSE 1-60 PRUSOM ST E1	Prusom Street
PAULINE HOUSE 1-73,1A OLD MONTAGUE ST E1	Old Montague Street
PUTEAUX HOUSE 1-60 MACE ST E2	Mace Street
Lister House	
SIEGE HOUSE 1-70 SIDNEY ST E1	Sidney Street
ST GILLES HOUSE 1-52 MACE ST E2	Mace Street

THOMAS HOLLYWOOD HSE 1-47 APPROACH RD E2	Approach Road
THORNFIELD HOUSE 1-75 ROSEFIELD GDNS E14	Rosefields Gardens
VELLETRI HOUSE 1-44 MACE ST E2	Mace Street
YATES HOUSE 1-64 ROBERTA ST E2	Roberta Street

The following fees are proposed:-



## 12833BB Tower Hamlets 17 Premises

SITE INSPECTION WP1 - <a href="#">Click here to add description</a>	£114,000
RESEARCH & REPORT WP2 - <a href="#">Click here to add description</a>	£41,000
PEER REVIEW WP3 - <a href="#">Click here to add description</a>	£9,800
EWS1 WP4 - <a href="#">Click here to add description</a>	£17,000

**One-off Total** £181,800

£218,160 (inc. VAT)



# What Happens Next?

## The next step

A Project Kick Off meeting will be agreed upon acceptance of the fee proposal.

We will mark up building elevations for use by your selected contractor to identify locations on the building to be opened up prior to our inspection.

A report will be issued within 30 days of each site visit, or sooner if specifically agreed at the outset of the project.

Once the external wall inspection and subsequent report and EWS1 form is completed and issued to the Client then this scope of works will be complete.



## Exclusions

We will not be able to open and close the wall as part of our scope of work. We will therefore require a third party to open and close the wall on our behalf.

Fees do not include for any client meetings beyond the initial site survey, to discuss the assessment report and associated findings.





# Conditions of Appointment

This proposal is valid for 30 days from the date of issue.

The party who instructs us to undertake work will be deemed to be our client and will be responsible for payment of our fees, unless agreed otherwise. Where one party instructs us on behalf of another, that party must provide us with evidence of permission from the third party to instruct us on the terms and conditions contained herein, otherwise the party instructing us shall remain responsible for payment of our fees.

## **Payment Terms**

Payment must be made, without delay, within 30 days from the date of our invoice, irrespective of any external matters not involving BB7, including but not limited to liquidation of end client/main contractor, funding issues etc. Please note we do not accept pay when paid terms. If any amount owed by you under this or any other agreement for our services is 30 or more days overdue, we reserve the right to withhold release of your reports/documentation and suspend any services. Interest shall also be applied to fees remaining unpaid at 5% above the Bank of England base rate until such amounts are paid in full. We will give you at least 10 days prior notice that your account is overdue before taking any action.

## **General Assumptions and Exclusions**

We assume all drawings are issued to us in 2D format. BB7 will review and base our report on the architect's GA sections, elevations, floor plans and site plans provided only, and seek approval for fire safety aspects of the Building Regulations on this basis.

The fee is based on compliance with Building Regulations only. If we are required to consider additional employers requirements, brand standards, insurance or warranty requirements then these may be subject to additional fees.

The items below are specifically excluded from the above fee:

- Any input not specifically stated in this proposal;
- Review and responding to Third Party Reviews;
- Justification for deviations from any tested system, install and/or products;

- Desktop assessments;
- Justification of installation defects and non-standard details;
- Review and responding to warranty providers.

If any of these items of scope are required, we can provide an additional fee to support this. The analysis of buildings constructed using reinforced concrete Large Panel Systems (LPS) is excluded from BB7's services unless specified in our work packages.

Where buildings with a LPS structure form part of our services, we will automatically cease site works where:

- materials with known highly flammable blowing agents has been identified within any wall cavity and poses a deflagration risk if ignited;  
or
- there is an existing gas supply within the building. Ideally BB7 should be made aware of any such risks before being appointed for the project.

BB7 will only re-commence on-site works when a suitably qualified professional has conducted a risk assessment (structural or DSEAR or both) demonstrating that the risk is low or has been eliminated totally. Fire spread risk becomes secondary to any potential structural collapse issues and will need to be dealt with in the first instance. BB7 are unable to offer any expertise in these areas.

### **Disbursements**

Unless otherwise specified, all disbursements are included within our fixed fee proposal amounts. However, should our fee allow for any meetings where we subsequently incur a non-refundable travel cost for a cancelled meeting by the client, we reserve the right to invoice the client for the costs incurred or alternatively cancellation of any meeting will count towards one of the meetings allowed for in the proposal.

### **Contract Conditions**

Our services will be discharged, and payment of our fees will be in accordance with our standard Terms of Business, a copy of which has been provided within this proposal. Another copy can be provided if requested. Due to the nature of the services being offered under this proposal, BB7 will not sign any collateral warranties or allow any Third-Party Rights to be granted.

### **Insurance**

This proposal is based upon the following insurance limit of indemnity levels:

Employers Liability	£10,000,000
---------------------	-------------

Public Liability

£10,000,000

Professional Indemnity Insurance    £    250,000

Our liability arising out of or in connection with the performance of the services and this fee proposal and our standard Terms of Business, whether in contract, in tort, under statute or otherwise shall be limited to the minimum professional indemnity level referred to above. Programme Work will commence following appointment once in receipt of all relevant information required in the appropriate format.

I hope our proposal considers and addresses all of your requirements relating to this element of works. If you should wish to proceed, please sign in the signature box under the Our Fee section and return to me.

If you require any further information or clarification, please do not hesitate to contact us.

**Have A Question?**

**Contact Us | (+44) 203 603 5535**

# Terms of Business

These general Terms of Business and the fee proposal set out the full terms and conditions of the Agreement made between BB7 (“the Consultant”) and the Client (“the Client”) for the provision of the services.

Neither party shall be bound by any variation, waiver of or addition to these terms and conditions except as agreed by both parties in writing and signed on their behalf by their duly authorised representatives.

## Definitions

In this Agreement the following expressions shall have the following meanings:

**BB7:** means BB7 Consulting Ltd (company number **13111820**) whose registered address is at 23 Star Hill, Rochester, ME1 1XF, UK VAT

**Agreement:** means these terms and conditions and the fee proposal.

**Documents:** means all reports, designs, drawings, details and other documents prepared by the Consultant.

**Services:** means the services described in the fee proposal.

## In this Agreement:

### 1 Consultants Obligations

1.1 The Consultant shall exercise reasonable skill, care and diligence in performing the Services.

1.2. Notwithstanding anything to the contrary contained in this Agreement the Consultant shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.

1.3. The Consultant may recommend to the Client that the performance of part of the Services be sub-let to a specialist sub-consultant. The Client shall not unreasonably withhold consent to such recommendation and the Consultant shall integrate such sub-consultant’s services into the Services. The Consultant shall be responsible for the performance and the payment of any sub-consultant.

1.4. All requests to the Client by the Consultant for information, assistance, or decisions shall be made in a timely fashion. Subject always to conditions beyond the Consultant's reasonable control (including acts or omissions of the Client, any Lead Consultant if the Consultant is not so appointed, any Other Consultants or third parties), the Consultant shall use reasonable endeavours to perform the Services in accordance with the programme set out in the fee proposal or with any programme agreed with the Consultant from time to time but any such dates shall be estimates and time shall not be of the essence for the performance of the Services.

## **2 Clients Obligations**

2.1 The Client shall pay the Consultant in accordance with the terms set out in clause 8.

2.2. The Client shall provide to the Consultant, without charge and in such time so as not to disrupt or delay the performance by the Consultant of the Services, such relevant information within its possession and make such decisions as are necessary for the Consultant's proper performance of the Services.

2.3. The Client shall give, and shall procure that the Client's agents, servants, any Lead Consultant if the Consultant is not so appointed, any Other Consultants and any Contractors, give such assistance as is reasonably required by the Consultant in the performance of the Services.

2.4. The Client shall give decisions, instructions, consents or approvals on or to all matters properly referred to the Client by the Consultant in such reasonable time so as not to delay or disrupt the performance of the Services by the Consultant.

## **3 Insurance**

3.1 The Consultant undertakes that they have in place and will at all times maintain in force a policy of professional indemnity insurance with a limit of indemnity of not less than £250,000 (two hundred and fifty thousand pounds) for each and every claim or series of claims arising from the same originating or underlying cause for a period of not less than six years from the date of practical completion provided that such insurance is available at commercially reasonable rates.

3.2. The Consultant shall maintain during the term of the Agreement, Employers Liability Insurance in an amount of £10,000,000 for any one occurrence or series of occurrences arising out of any one event.

3.3. The Consultant shall maintain during the term of this Agreement Public Liability Insurance in an amount of £10,000,000 for any one occurrence or series of occurrences arising out of any one event.

3.4. The Consultant shall produce for inspection when reasonably requested, documentary evidence by way of a broker's certificate that the above insurances are being held.

#### **4 Copyright**

4.1 The copyright in the Documents shall remain vested in the Consultant, however the Consultant hereby grants to the Client, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to use and reproduce the Documents for purposes connected with the project. The Consultant will supply the Client on written request with copies of the documents upon payment of reasonable copying charges.

4.2. The Consultant shall not be liable to any party for any use of the Documents for any purpose other than that for which the Documents were originally prepared or provided.

#### **5 Additional Services**

5.1 The Client will be responsible for payment of any additional services or variation in specification. The Consultant shall be entitled to charge an additional fee for any service not allowed for in the relevant work package in the fee proposal. The Consultant will provide a fee proposal for any such additional services or variation and seek the Clients permission and instruction to proceed.

#### **6 Assignment and Subcontracting**

6.1 The Client shall not be entitled to assign the benefit of this Agreement without prior written consent of the Consultant and the parties hereby confirm that notwithstanding any other provisions of this Agreement nothing in this Agreement is intended to confer any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

6.2. Without prejudice to Clause 6.3, the Consultant shall not subcontract or assign any part of this Agreement or the Services without the written consent of the Client, which shall not be unreasonably withheld.

6.3. From time to time, the Consultant may subcontract part of the Services to other BB7 Group Ltd companies. The Consultant shall be responsible for the performance and the payment of the sub-consultant(s).

#### **7 Collateral Warranties and Third-Party Rights**

7.1 The Consultant shall not, and the Client acknowledges they are not entitled to the issue of warranties in favour of third parties, third party rights or the novation of this Agreement and duties to an alternative Client.

## **8 Payment**

8.1. Payment shall be due on the date the Client receives the Consultant's invoice.

8.2. The final date for payment shall be 30 days from the date of the Consultant's invoice. This is irrespective of any external matters not involving the Consultant, including but not limited to liquidation of end client/main contractor, funding issues etc. The Consultant does not accept pay when paid terms.

8.3. If any amount owed by the Client under this or any other agreement for the Consultant's services is 30 or more days overdue, the Consultant reserves the right to withhold release of the Documentation and suspend any services. Where genuine doubts arise as to a Client's financial position, the Consultant reserves the right, to suspend without notice the delivery or performance of any services without liability until payment or satisfactory security for payment has been provided.

8.4. Interest shall also be applied to fees remaining unpaid at 5% above the Bank of England base rate until such amounts are paid in full. The Consultant will give the Client at least 10 days prior notice that the Client's account is overdue before taking any action.

8.5. Unless included in the fees detailed in the fee proposal, the Client shall pay the expenses incurred by the Consultant in performing the Services. Unless otherwise agreed, expenses shall comprise those payments reasonably and properly incurred by the Consultant for:

- i. printing, reproduction and the purchase of supporting information, such as documents, records and photographs;
- ii. travel, hotel expenses and subsistence payments;
- iii. any other expenses for which repayment is authorised.

8.6. The fees due under this Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Client in the manner prescribed by law.

## **9 Liability**

9.1 The Consultant's liability in respect of pollution and contamination is excluded.

9.2. The Consultant's liability in respect of asbestos is excluded.

9.3. The Consultant's liability in respect of terrorism is excluded unless otherwise detailed in our fee proposal.

9.4. For all other claims under or in connection with the performance of the

Services and/or this Agreement whether in contract, in tort, under statute or otherwise, the Consultant's liability shall not exceed the professional indemnity insurance limit of indemnity referred to in clause 3.

9.5. The Consultant's liability shall be limited to that proportion of loss which it would be just and equitable to require the Consultant to pay having regard to the extent of the Consultant's responsibility for the same and on the basis that those other contractors, consultants and suppliers who were engaged in connection with the Project shall be deemed to have provided contractual undertakings on terms no less onerous than the Agreement to the Client in respect of the performance of their services and shall be deemed to have paid to the Client such proportion as it would be just and equitable for them to pay having regard to the extent of their responsibilities.

9.6. Save in respect of personal injury or death, the Client shall look only to the Consultant (and not to any of the Consultant's personnel) for redress if the Client considers that there has been any breach of this Agreement. The Client agrees not to pursue any claims in contract, tort, or statute (including negligence) against any of the Consultant's personnel as a result of carrying out its obligations under or in connection with this Agreement at any time and whether named expressly in this Agreement or not. For the avoidance of doubt, "personnel" shall include, but not be limited to, directors and officers of the Consultant.

## **10 Termination and Suspension**

10.1 If the Consultant's employment is terminated or suspended, the Consultant will be entitled (in addition to any fee instalments that are then due in full) to a fair and reasonable proportion of any fee instalments in the process of being earned at the date of termination or suspension (as applicable) and any outstanding expenses.

10.2. If during the term of the Agreement any such actual or potential conflict of interest arises under this Agreement and if, in the reasonable judgment of the Consultant, that conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then the Consultant may terminate the Agreement by giving 7 days written notice to the Client.

## **11 Resolution of Disputes**

11.1 The parties shall attempt in good faith to settle any dispute by mediation.

11.2. Where the Agreement is a construction contract within the meaning of the Housing Grants, Construction and Regeneration Act 1996 either party may refer any dispute to adjudication in accordance with the Construction Industry Council Model Adjudication Procedure current at the time of the referral of the dispute.



## **12 Expiry**

12.1 No action or proceedings for any breach of this Agreement whether in contract or in tort or in delict or in negligence or for breach of statutory duty or otherwise shall be commenced against the Consultant after the expiry of 6 years from the date of practical completion, or if earlier from the date that the Consultant last performs its Services under this Agreement.

## **13 Force Majeure**

13.1 Neither party shall be in breach of this Agreement nor liable for delay in performing or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.


## **14 Jurisdiction**

14.1 This Agreement and any other non-contractual obligations connected with it shall be governed by and shall be construed in accordance with the laws of England and Wales and both parties shall submit to the exclusive jurisdiction of the courts of England and Wales.

14.2. If any part of this Agreement is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

This page is intentionally left blank

## EQUALITY ANALYSIS QUALITY ASSURANCE CHECKLIST

<b>Name of 'proposal' and how has it been implemented</b> (proposal can be a policy, service, function, strategy, project, procedure, restructure/savings proposal)	<b>Approval to proceed with external wall surveys for up to 20 high rise council residential buildings managed by THH.</b>
<b>Directorate / Service</b>	<b>Housing and Regeneration</b>
<b>Lead Officer</b>	<b>Karen Swift</b>
<b>Signed Off By (inc date)</b>	<b>Y</b>
<b>Summary – to be completed at the end of completing the QA (using Appendix A)</b> (Please provide a summary of the findings of the Quality Assurance checklist. What has happened as a result of the QA? For example, based on the QA a Full EA will be undertaken or, based on the QA a Full EA will not be undertaken as due regard to the nine protected groups is embedded in the proposal and the proposal has low relevance to equalities)	 External Wall Surveys at 20 high rise buildings can proceed. A full EA will not be undertaken; the external surveys will have no impact on the Council's Duties under the Equality Act 2010.

Page 67

Stage	Checklist Area / Question	Yes / No / Unsure	Comment (If the answer is no/unsure, please ask the question to the SPP Service Manager or nominated equality lead to clarify)
<b>1</b>	<b>Overview of Proposal</b>		
a	Are the outcomes of the proposals clear?	Yes	These surveys are a legal requirement as set out in MHCLG guidance. They are for buildings that will fall under the new

			Building Safety Bill.
b	Is it clear who will be or is likely to be affected by what is being proposed (inc service users and staff)? Is there information about the equality profile of those affected?	Yes	<p>The surveys will have a positive impact on all residents by ensuring that their homes are safe and free from serious detriment. Where issues are identified then THH will be able to consider the implications especially for residents who are disabled etc.</p> <p>The surveys will also be of additional benefit to those leaseholders wishing to sell their homes.</p>
<b>2</b>	<b>Monitoring / Collecting Evidence / Data and Consultation</b>		
a	Is there reliable qualitative and quantitative data to support claims made about impacts?	n/a	There is no detrimental impact directly from these surveys and the surveys will have no impact on the Councils duties under the EQ Act
	Is there sufficient evidence of local/regional/national research that can inform the analysis?	n/a	See above.
b	Has a reasonable attempt been made to ensure relevant knowledge and expertise (people, teams and partners) have been involved in the analysis?	Y	<p>These surveys are mandatory and a legal obligation. Control. They will be completed by BB7 who a leading fire engineering consultancy are.</p> <p>This proposal has been extensively discussed at the Client/THH Quarterly Strategic Meeting, members briefing and senior management teams</p>
c	Is there clear evidence of consultation with stakeholders and users from groups affected by the proposal?	Y	THH has been in contact with residents that we will be completing surveys and will write to residents in each block affected to let them know. Members and the Mayor are aware of these proposals.

<b>3</b>	<b>Assessing Impact and Analysis</b>		
a	Are there clear links between the sources of evidence (information, data etc) and the interpretation of impact amongst the nine protected characteristics?	n/a	The surveys will have no impact on the Council's Duties under the Equality Act 2010.
b	Is there a clear understanding of the way in which proposals applied in the same way can have unequal impact on different groups?	Y	The proposed surveys and subsequent results will allow THH to consider the impact on vulnerable groups in the event of serious deficiencies being identified and thus possibly leading to PEEPs
<b>4</b>	<b>Mitigation and Improvement Action Plan</b>		
a	Is there an agreed action plan?	Y	The plan is to programme the surveys in for early 2022 and with the aim of completing by April/May 2022.
b	Have alternative options been explored	Y	There are no other options. The surveys are mandatory requirements and must be completed by the landlords, LBTH/THH.
<b>5</b>	<b>Quality Assurance and Monitoring</b>		
a	Are there arrangements in place to review or audit the implementation of the proposal?	Y	THH will client the surveys and discuss findings once completed
b	Is it clear how the progress will be monitored to track impact across the protected characteristics??	Y	There will be no detrimental impact.
<b>6</b>	<b>Reporting Outcomes and Action Plan</b>		
a	Does the executive summary contain sufficient information on the key findings arising from the assessment?	Y	Yes

## Appendix A

### (Sample) Equality Assessment Criteria

Decision	Action	Risk
	<b>Proceed with implementation</b>	<b>Green:</b> 