

## SCHEDULE 7B

### FORM OF AGREEMENT - Short Form Call-Off Contract

**Call-Off Contract Number:** ENG 94203 / Task 150 – Retrofit and Fire Safety

**Lot:** B2: Fire and Safety Engineering

**Outline Agreement:** 4600008339

**THIS AGREEMENT** is made the                      day of                      **2022**

#### **BETWEEN:**

- (1) **Greater London Authority** whose registered office is at City Hall, Kamal Churchie Way, London, E16 1ZE (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) **Ove Arup & Partners Ltd**, a company registered in England and Wales (Company Registration Number 01312453) whose registered office is at 8 Fitzroy Street, London, W1T 4BJ (“the *Consultant*”).

#### **WHEREAS:**

This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of TfL PSF2 94203 – Engineering Consultancy Services dated 04 January 2021 (“the Framework Agreement”). The Employer wishes to have provided Consultancy Services as contained in Table 3. The Employer has accepted a proposal (Table 4) by the Consultant for the Services in accordance with the Short Form conditions of contract (as defined in the Framework).

#### **NOW IT IS AGREED THAT:**

Terms and expressions defined in (or definitions referred to in) the short form conditions of contract have the same meanings herein. The Consultant Provides the Services in accordance with the Short Form Conditions of Contract, Tables and Schedules. The Employer pays the Consultant the amount due in accordance with the short form conditions of contract. The documents forming the contract are:

This Form of Agreement duly executed by the Parties;  
Short Form Conditions of Contract;  
Table 3, Table 4 and Table 5;  
The Schedules.

Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First	:	This Form of Agreement;
Second	:	Table 5;
Third	:	Table 3;
Fourth	:	The Schedules;
Fifth	:	Short Form Conditions of Contract;

Sixth : Table 4.

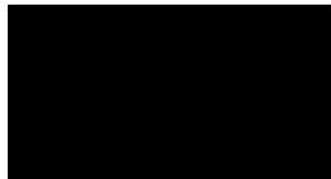
1. Notwithstanding the manner of execution of this Agreement it is agreed that:
  - 1.1 the limitation period within which any claim may be brought by the Employer for breach of this Agreement by the Consultant is 6 years from the date of breach; and
  - 1.2 the Consultant agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

This Agreement has been signed for and on behalf of the Employer and the Consultant the day and year written above.

Signed by

for and on behalf of

The Employer



Signature

Catherine Barber  
Assistant Director Environment & Energy

Print name and position

Date: 07.07.2022

Signed by

for and on behalf of

The Consultant



Signature

Print name and position

Date:

**Table 3, Employer's Requirement:**

The Employer is appointing a Consultant who can review current GLA retrofit and potential further environmental programmes (including related supply chains) to understand their building safety implications.

A full Specification of the services required is included within Attachment 1.

**Table 4, Consultants Proposal:**

The charge for services is £34,997.

The Consultant's proposal is included as Attachment 2.

**Table 5, Contract Particulars:**

Contract Number / PO number: <b>PSFW2 94203 ENG Task 150</b>
<p>The Contract Commencement Date is: 25 July 2022 The Service Commencement Date is: 25 July 2022 The Term is: 4 months</p> <p>The Call-off Contract may be extended subject to progression of the contract. Any extensions will be at the Employer's own discretion and subject to the appointed Consultants' satisfactory performance, ongoing requirement and funding availability. This will be confirmed and mutually agreed in writing.</p>
<p>In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's <b>Contract Manager</b> is:</p> <p>Sarah Fletcher, Programme Manager – Energy [REDACTED]</p>
<p>In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's <b>Procurement Manager</b> is:</p> <p>Tufail Ahmed, Assistant Commercial Manager [REDACTED]</p>
<p>In accordance with Clause 8.5 of the short form Conditions of Contract, the Consultant's Key Persons are:</p>

Judie Schulz, Project Director

Eoin O'Loughlin, Project Manager

Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): [REDACTED]

Special Conditions of Contract:

The Consultant's total liability in relation to this call-off contract is limited to [REDACTED] in the aggregate.

Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)

Clause 5.1

The payment period shall be 4-weekly

Clause 5.4

Payment must be made within 30 days of receipt of invoices.

Address where invoices shall be sent:

[REDACTED]

[REDACTED]

Other:



# **Attachment I**

## **The Specification**

**Retrofit and Fire Safety**

**ITT Ref: ENG 94203 / Task 150**

**14 March 2022**

Greater London Authority  
City Hall  
Kamal Churchie Way  
London, E16 1ZE

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## Introduction and Background

The Mayor is committed to making London net zero by 2030, supporting a green recovery from Covid-19 and ensuring the highest standards of fire safety in buildings across the capital.

Following the tragedy at Grenfell Tower and other fires that have since occurred in buildings below 18 metres, the Mayor has called for a ban on the use of combustible materials in the external walls of all buildings regardless of height. The Mayor believes this comprehensive and prescriptive approach is currently the only way to provide clarity on the rules, remove loopholes and achieve higher levels of safety. The Mayor's position on combustible materials has been reflected as a funding condition in a range of GLA housing funding and procurement programmes that relate to new build (including the Affordable Homes Programme 2021-2026, the London Development Panel 2 and the Mayor's Land Fund). In practice, this position means that GLA investment partners are not able to use any combustible materials in the external walls of buildings where these are in receipt of GLA funding. The Mayor's Fire Safety Policy D12(A) London Plan Guidance also adopts this policy for major developments, although this guidance remains in pre-consultation draft form.

In terms of the rationale for this position, it is widely acknowledged that the Grenfell Tower fire exposed a systemic failure in the way homes are built and managed. The building safety crisis is a result of poor market practices and a regulatory system that has failed to ensure the safety of residents in their homes. The Mayor has called for fundamental reforms to be implemented urgently – including a strong building safety regulator with the powers and competence to provide increased standards and scrutiny, and greater duties and accountability on those responsible for safety throughout the building's life cycle.

In defining what constitutes a combustible material, the Mayor relies on the European fire safety regulations (as reflected in England's building safety regulations). These fire safety regulations (and associated definitions) are utilised by the Mayor as they are adopted in UK Building Regulations.

The following GLA retrofit programmes are already under way across the domestic and non-domestic spheres:

- **Warmer Homes:** capital funding to install energy efficiency measures in homes, delivered through a procured contractor and supplemented with external funding, eg Energy Company Obligation and Green Homes Grant – Local Authority Delivery
- **Warmer Homes Advice Service:** advice and support to vulnerable residents in or at risk of being in fuel poverty. This programme also provides referrals in to the Warmer Homes programme. It is delivered by 3 local authorities who collectively provide a pan-London support service

- **Retrofit Accelerator – Homes programme:** provides technical support to social housing providers to place them on their decarbonisation journey. This programme is delivered by a consultancy who lead a consortium bid and is jointly funded by the Mayor and the European Regional Development Fund
- **Innovation Partnership:** builds upon the Mayor's **Energy Leap** programme and provides an approach to scaling up whole house retrofit, linking together housing providers and solution providers. The Innovation Partnership is currently managed through the Retrofit Accelerator – Homes programme. Energy Leap is being delivered by housing providers and the Mayor has contributed towards some of the capital cost of the works, as well as some revenue support
- **Retrofit Accelerator – Workplaces:** provides technical advice and support to the public sector, as well as a framework of contractors. This programme is delivered by a consultancy who lead a consortium bid and is jointly funded by the Mayor and the European Regional Development Fund
- **Local Energy Accelerator:** supports the deployment of clean and flexible local energy networks, as well as a framework of contractors. This programme is delivered by a consultancy who lead a consortium bid and is jointly funded by the Mayor and the European Regional Development Fund
- **Solar Together London:** provides residents with a collective purchasing offer for solar PV. This is managed by an external organisation who are responsible for selecting and managing the installer(s)
- **London Community Energy Fund:** offers a mixture of capital and revenue funding to community organisations to enable them to increase the deployment of renewables and energy efficiency measures. The Mayor provides funding to organisations following bidding rounds

These programmes all integrate some fire safety considerations but given the safety implications, this review is being proposed to give a stronger evidence base around the current position and provide recommendations.



## **What we are looking for**

To develop the work the GLA is doing, we are therefore looking to appoint a Consultant who can review current GLA retrofit and potential further environmental programmes (including related supply chains) to understand their building safety implications.

We anticipate that this work will involve drawing together existing data sources as well as conducting interviews and audits.

### **Stage 1 – baseline activity:**

- Set out the current regulatory position in relation to retrofit and fire safety and provide a horizon scan for potential future regulation, drawing from GLA expertise.
  - Set out the existing regulation which exists within the UK
  - Horizon scanning within the UK to identify further regulation which could come forward in this area – for instance arising from the Grenfell Inquiry or work other stakeholders are undertaking
  - Identify regulation from other countries which covers this subject to provide further examples
- Review existing Mayoral retrofit policies and programmes to assess them in relation to fire safety
  - Review existing Mayoral fire safety requirements in relation to new build
  - Assess the implications of this approach in relation to retrofit and the Mayor's retrofit programmes
  - Assess the current position on fire safety in relation to each of the current Mayoral retrofit programmes
- Market testing to assess products and materials in relation to building safety / combustibility and carbon reduction
  - Identify existing products and materials used in retrofit
  - For those products and materials defined as combustible, assess whether any safeguards or mechanisms could be introduced to ensure their safe use in the external walls of buildings
  - Assess in relation to fire safety and carbon reduction performance, as well as cost, availability and any other considerations identified as relevant during the evaluation
- Literature review to draw together existing activity and best practice on this issue, drawing on national and international examples and research
  - Case studies of retrofit policies and programmes that are achieved to the highest building safety standards.

### **Stage 2 – provide recommendations on how to further integrate fire safety into current and future retrofit policies and programmes**

- Set out considerations for current Mayoral programmes
- Provide recommendations for future Mayoral programmes



- Give recommendations for other relevant stakeholders where further changes are required which aren't currently within the Mayor's powers to address

### **Project Costs and Timetable**

Costs should be clearly presented and be inclusive of all fees, direct and indirect costs, expenses but is exclusive of VAT. An example of a clear cost structure is provided in Attachment 2 - Pricing Schedule.

Bidders should indicate based on the timings below how they would envisage the project progressing based on their suggested methodology.

The proposed deadline for completion of the work is **14 June 2022** but completion ahead of this deadline would be welcomed.

Bidders are required to present their programme in accordance with the deliverables stated below. However, the Employer is open to suggestions on alternative and/or additional timescales/milestones which may benefit the progress and successful delivery of the project. Any suggestions are to be clearly indicated in your programme and pricing schedule for review. Any suggestions will be accepted at the Employer's absolute discretion.

Milestone	Date
Contract award	12 April 2022
Inception meeting	20 April 2022
Interim report	22 June 2022
Final report	13 July 2022

### **Budget**

Maximum of £35,000.

### **Reporting Procedures and Project Management**

The Greater London Authority is leading this work. The contract is currently anticipated to be overseen and managed by a GLA Programme Manager (Energy), but this is subject to change by the GLA.

- Work on the project will be managed through regular project team meetings, which will take place on at least a fortnightly basis and be used to review progress against the project plan and agree activity towards the final action plan

- Final reports may be distributed internally and to key external stakeholders and made available on our website. All reports should be written in good plainly written English and will need to conform to our house style
- The intended audiences for the report include officers and politicians within the GLA, delivery partners for current programmes, the retrofit supply chain, local and central government.

## **Quote Requirements**

Bidders should provide the following information in their quote:

- a. Your understanding of the aims and required outputs of the research and how it interacts with the current policy context
- b. Proposed methodology and approach to analysis and outputs for the project
- c. The size and nature of your consultancy and your experience of your team and directly relevant projects. The commission is open to both single consultants and a consortium of organisations. (CVs should be included separately in an annex, max 2 pages each).
- d. Arrangements for project management, reporting and quality control
- e. Project timetable with key milestones, including a risk register addressing risks that may affect the timing or delivery of outputs, with contingencies and mitigation
- f. Clear structure of charges including day/hour rates, time spent on tasks, expenses.

The response should be no more than 15 pages long.

We will evaluate responses against the evaluation criteria stated in the ITT document.

**The Greater London Authority**

Retrofit and Fire Safety

Invitation to Tender Response – Technical – Issue 2

ITT Reference: ENG 94203 / Task 150

25 May 2022



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