

Unique Number

CH-AMI-0018_FILE_0005

File Title

FIRE RISK ASSESSMENTS 2009 TO
2010

Box Number

CH-AMI-0018



ASSERT MANAGEMENT J RHYMES

CH-AMI-0018_FILE_0005



W2702 1060393

Salvus Consulting

Safety Management & Training



INVOICE

TO:
Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 26.02.10
INVOICE NO: 1627/10
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 26.03.10

VAT NO: 697843171

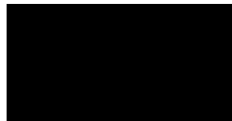
FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
	FIRE RISK ASSESSMENT CONTRACT			- 5 MAR 2010 TENANT MANAGEMENT ORGANISATION
23.02.10	To attendance at monthly meeting with Janice Wray and Council Staff at RBKC offices, London.	2 hrs	95/hr ✓	190.00 ✓
RATES CHECK Done 10/3/10. PROJECT MGR Janice Wray DATE SENT 25/3/10 APPROVED QW CODE Q32466-00065				
Total:				190.00 ✓
Less: Deposit paid				---
VAT @ 17.5%				33.25 ✓
Balance Due				223.25 ✓

OK to pay Ab
08/03/10
68466

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Cheques: Payable to Salvus Consulting Ltd



info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No. 5585106
Registered Office:- [REDACTED]



TMO10037438_0003

TMO10037438/3

WCT02 1060393

Salvus Consulting

Safety Management & Training



INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington & Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 26.02.10
INVOICE NO: 1626/10
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 26.03.10

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
Feb 2010	FIRE RISK ASSESSMENT CONTRACT – PLANS To provision of plans of communal areas of potentially high risk blocks as per contract commenced 24 September 2009 to accompany Fire Risk Assessments. Including site visit and preparation of plans – Completed plans:- Worlds End – Middle & Upper Walkways 2930 m ² @ £0.80/ m ² 16 Elm Park Gardens 35 Elm Park Gardens 104 Elm Park Gardens 10 Elm Park Gardens 28 Elm Park Gardens 93 Elm Park Gardens 40 Elm Park Gardens 92 Elm Park Gardens 74 Elm Park Gardens Whitstable Tower Markland Tower Frinstead Tower Adair Tower Hazelwood Tower Winchester House 62 Elm Park Gardens 22 Elm Park Gardens 34 Elm Park Gardens 52 Elm Park Gardens 55 Elm Park Gardens 7 Elm Park Gardens			KENSINGTON AND CHELSEA - 3 MAR 2010 TENANT MANAGEMENT ORGANISATION
				2344.00 ✓ 75.00 ✓ 75.00 ✓ 75.00 ✓ 75.00 ✓ 75.00 ✓ 125.00 ✓ 75.00 ✓ 75.00 ✓ 75.00 ✓ 215.00 ✓ 215.00 ✓ 215.00 ✓ 215.00 ✓ 215.00 ✓ 75.00 ✓ 75.00 ✓ 75.00 ✓ 75.00 ✓ 125.00 ✓ 4859.00 ✓
	Total			850.33 ✓
	Less: Deposit paid			---
	VAT @ 17.5%			850.33 ✓
	Balance Due			5709.33 ✓

Refer. Arnold's, DE to reply Am 08/03/10 G3466-0006S

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

25/3/10

Cheques:

Payable to Salvus Consulting Ltd



info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No.5585106
Registered Office:- [REDACTED]



TMO10037438_0004

TMO10037438/4

TMO10037438/5

WCT02

1060393

Salvus Consulting

Safety Management & Training



INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 29.01.10

INVOICE NO: 1610/10

ACCOUNT NO: 213

PAYMENT TERMS 30 days

DUE DATE 28.02.10

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total £
26.01.10	FIRE RISK ASSESSMENT CONTRACT To attendance at monthly meeting with Janice Wray and Council Staff at RBKC offices, London.	2.5 hrs	95/hr ✓	237.50 ✓
Total				237.50 ✓
Less: Deposit paid				---
VAT @ 17.5%				41.56 ✓
Balance Due				279.06 ✓

93446.00065
~~41537~~ Budget code
Approved & Payment
[Signature]
0102110

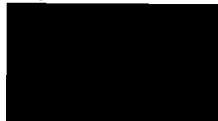
Payment:

For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Paid on
25/2/2010
09 FEB 2010

Cheques:

Payable to Salvus Consulting Ltd



info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No.5585106
Registered Office:- [REDACTED]



TMO10037438_0006

TMO10037438/6

WCT02 1060393

Salvus Consulting

Safety Management & Training



INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea - TMO
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 29.01.10
INVOICE NO: 1609/10
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 28.02.10

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
	FIRE RISK ASSESSMENT CONTRACT			£
2010 Jan 2009	To provision of Fire Risk Assessments of communal areas of potentially high risk blocks as per contract commenced 24 September 2009. Including site visit and preparation and provision of formal fire risk assessment documentation and action plan including Excel version action plan - Completed risk Assessments:- Cremone Sheltered Clubroom Kingsley House 130 Lancaster Road			
	KENSINGTON AND CHELSEA			
	- 4 FEB 2010			
	TENANT MANAGEMENT ORGANISATION			
				195.00 ✓
				265.00 ✓
				195.00 ✓
	Total			655.00 ✓
	Less: Deposit paid			---
	VAT @ 17.5%			114.62 ✓
	Balance Due			769.62 ✓

Budget code 03466-00065

Approved Payment
M. [Signature]
08/02/10

Payment: For BACS payments- Barclays Marlow Branch - Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Paid on 25/2/2010
09 FEB 2010

Cheques: Payable to Salvus Consulting Ltd



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Salvus Consulting Limited - Registered in England No.5585106
Registered Office:- [REDACTED]



TMO10037438_0007

TMO10037438/7

WCT02 1060393

Salvus Consulting

Safety Management & Training



INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 29.01.10
INVOICE NO: 1608/10
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 28.02.10

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
	FIRE RISK ASSESSMENT CONTRACT – PLANS			£
Jan 2010	To provision of plans of communal areas of potentially high risk blocks as per contract commenced 24 September 2009 to accompany Fire Risk Assessments. Including site visit and preparation of plans – Completed plans:-			
	110 Elm Park Gardens			75.00 ✓
	71 Elm Park Gardens			75.00 ✓
	Dacre House			125.00 ✓
	Kingsley House			125.00 ✓
	Winchester House			215.00 ✓
	Elm Park House			215.00 ✓
	Cadogan House			125.00 ✓
	86 Elm Park Gardens			75.00 ✓
	98 Elm Park Gardens			75.00 ✓
	Jean Darling House			125.00 ✓
	130 Lancaster Road			75.00 ✓
	Chelsea Farm House			125.00 ✓
	68 Elm Park Gardens			125.00 ✓
	Cremorne Sheltered Clubroom			75.00 ✓
	Worlds End 1 st Floor Walks - Berenger, Blantyre and Whistler			325.00 ✓
Total				1955.00 ✓
Less: Deposit paid				---
VAT @ 17.5%				342.12 ✓
Balance Due				2297.12 ✓

Handwritten notes on table:
e346.0005
Budget Code -
Approved for
payment
8102/10

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Cheques:

Payable to Salvus Consulting Ltd



info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No.5585106
Registered Office:- [REDACTED]



TMO10037438_0008

TMO10037438/8

Salvus Consulting

Safety Management & Training

1060393

WCT02



INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea - TMO
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 30.12.09
INVOICE NO: 1586/09
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 30.01.10

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

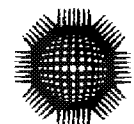
Date	Description/Reference No:	Days	Rate	Total
	FIRE RISK ASSESSMENT CONTRACT			£
Dec 2009	To provision of Fire Risk Assessments of communal areas of potentially high risk blocks as per contract commenced 24 September 2009. Including site visit and preparation and provision of formal fire risk assessment documentation and action plan including Excel version action plan – Completed risk Assessments:-			
	Middle & Upper Walkways – Worlds End Estate			895.00
	34 Oxford Gardens			265.00
	36 Oxford Gardens			265.00
	6 Runcorn Place			195.00
	7 Runcorn Place			265.00
	Burleigh House			265.00
	6 Hesketh Place			265.00
	4 Elm Park Gardens			195.00
	1 Elm Park Gardens			195.00
	Cadogan House			265.00
	110 Elm Park Gardens			195.00
	68 Elm Park Gardens			265.00
	98 Elm Park Gardens			195.00
	86 Elm Park Gardens			195.00
	71 Elm Park Gardens			195.00
	Elm Park House			350.00
	Jean Darling House			265.00
	Chelsea Farm House & Studios			265.00
	Dacre House			265.00
	Dixon House			350.00
	Clydesdale House			265.00
Total				5875.00
Less: Deposit paid				—
VAT @ 15%				881.25
Balance Due				6756.25

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received by
13/1/2010

Paid on
28/1/10
M



Payment: For BACS payments- Barclays Madow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892



nebos
Approved centre
496

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Salvus Consulting Limited – Registered in England No. 5585106
Registered Office:- [REDACTED]

TMO10037438_0009

TMO10037438/9

Salvus Consulting

Safety Management & Training



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INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 30.12.09
INVOICE NO: 1587/09
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 30.01.10

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
	FIRE RISK ASSESSMENT CONTRACT – PLANS			£
Dec 2009	To provision of plans of communal areas of potentially high risk blocks as per contract commenced 24 September 2009 to accompany Fire Risk Assessments. Including site visit and preparation of plans – Completed plans:-			
	34 Oxford Gardens			125.00
	36 Oxford Gardens			125.00
	6 Runcorn Place			75.00
	7 Runcorn Place			125.00
	Burleigh House			125.00
	6 Hesketh Place			125.00
	4 Elm Park Gardens			75.00
	1 Elm Park Gardens			75.00
	Dixon House			215.00
	Clydesdale House			125.00
Total				1190.00
Less: Deposit paid				---
VAT @ 15%				178.50
Balance Due				1368.50

G3466.00065
[Signature]
13/01/2010

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd Paid on 28/1/10
Sort Code: 20 40 71 Account: 40903892

Cheques:

Payable to Salvus Consulting Ltd



info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No. 5585106
Registered Office:- [REDACTED]



TMO10037438_0010

TMO10037438/10

11060393

WCT02

Salvus Consulting

Safety Management & Training



INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington & Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 27.11.09
INVOICE NO: 1558/09
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 27.12.09

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

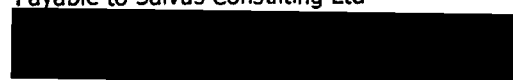
Date	Description/Reference No:	Days	Rate	Total
	FIRE RISK ASSESSMENT CONTRACT			£
Nov 2009	To provision of Fire Risk Assessments of communal areas of potentially high risk blocks as per contract commenced 24 September 2009. Including site visit and preparation and provision of formal fire risk assessment documentation and action plan including Excel version action plan – Completed risk Assessments:-			
	Trellick Tower			895.00
	Gillray House			265.00
	Ashburnham Tower			265.00
	Berenger Tower			350.00
	Blantyre Tower			350.00
	Dartrey Tower			265.00
	Greaves Tower			350.00
	Chelsea Reach Tower			350.00
	Whistler Tower			350.00
	Dartrey Sheltered Scheme			265.00
	Riley House			265.00
	Lacland House			265.00
	Milman House			265.00
	Worlds End Estate – 1 st floor walkways			565.00
Total				5065.00
Less: Deposit paid				---
VAT @ 15%				759.75
Balance Due				5824.75

G 3466.00065

[Signature]
12/01/2010

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Cheques: Payable to Salvus Consulting Ltd



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Salvus Consulting Limited – Registered in England No.5585106
Registered Office:- [REDACTED]



Manual
04.01.10
Paid on
12/1/10

TMO10037438_0011

TMO10037438/11

1060393

WCT02

Salvus Consulting

Safety Management & Training



PI

INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 30.11.09
INVOICE NO: 1559/09
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 30.12.09

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
				£
Nov 2009	FIRE RISK ASSESSMENT CONTRACT – PLANS To provision of plans of communal areas of potentially high risk blocks as per contract commenced 24 September 2009 to accompany Fire Risk Assessments. Including site visit and preparation of plans – Completed plans:- Trellick Tower – 3692 m ² @ £0.80 m ² Gillray House Ashburnham Tower Berenger Tower Blantyre Tower Dartrey Tower Greaves Tower Chelsea Reach Tower Whistler Tower Dartrey Sheltered Scheme Riley House Lacland House Milman House			2953.60 125.00 125.00 215.00 215.00 125.00 215.00 215.00 215.00 125.00 125.00 125.00
Total				4778.60
Less: Deposit paid				---
VAT @ 15%				716.79
Balance Due				5495.39

G3466-00065
 [Signature]
 No Arrears
 09/10/2010

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Cheques: Payable to Salvus Consulting Ltd



info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No. 5585106
Registered Office:- [REDACTED]



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Approved centre
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Mawle
04.01.10
Paid on
14/1/10

TMO10037438_0012

TMO10037438/12

Salvus Consulting

Safety Management & Training

1060393

WCT02



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INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 27.11.09
INVOICE NO: 1560/09
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 27.12.09

VAT NO: 697843171

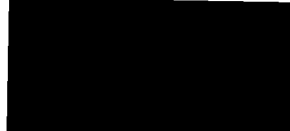
FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total £
23.11.09	FIRE RISK ASSESSMENT CONTRACT Monthly meeting with Janice Wray at RBKC offices, London, including meeting with London Fire Brigade	3 hrs	95/hr	285.00
Total				285.00
Less: Deposit paid				---
VAT @ 15%				42.75
Balance Due				327.75

G 5466 00065
[Signature]
in AUG 2010
07/01/2010

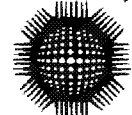
Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Cheques: Payable to Salvus Consulting Ltd



Marlow
07.01.10

Paid on
12/1/10
MM



nebosh
Approved centre
496

✓
ISO 9001
REGISTERED FIRM

info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No. 5585106
Registered Office:- [REDACTED]

TMO10037438_0013

TMO10037438/13

WCT02

Salvus Consulting

Safety Management & Training



INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 30.10.09

INVOICE NO: 1534/09

ACCOUNT NO: 213

PAYMENT TERMS 30 days

DUE DATE 30.11.09

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
	FIRE RISK ASSESSMENT CONTRACT			£
Sept – Oct 2009	To provision of Fire Risk Assessments of communal areas of potentially high risk blocks as per contract commenced 24 September 2009. Including site visit and preparation and provision of formal fire risk assessment documentation and action plan including Excel version action plan – Completed risk Assessments:-			
	9 Colville Square			195.00 ✓
	11 – 12 Colville Square			265.00 ✓
	14 Colville Square			265.00 ✓
	Grenfell Tower			565.00 ✓
	41 Cambridge Gardens			195.00 ✓
Total				1485.00 ✓
Less: Deposit paid				---
VAT @ 15%				222.75 ✓
Balance Due				1707.75 ✓

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Cheques:

Payable to Salvus Consulting Ltd

Paid on 26.11.09
M



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Salvus Consulting Limited – Registered in England No. 5585106
Registered Office:- [REDACTED]



TMO10037438_0014

TMO10037438/14

PAYEE CHECK	See 12/11/09
PROJECT	Valerie Shepherd
DATE SIGN	17 NOV 2009
APPROVED	
OW CODE	GB466-00065

3

WCT02

Salvus Consulting

Safety Management & Training



INVOICE

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The Royal Borough of Kensington &
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4th Floor, Charles House
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LONDON W14 8QH

INVOICE DATE 30.10.09
INVOICE NO: 1535/09
ACCOUNT NO: 213
PAYMENT TERMS 30 days
DUE DATE 30.11.09

VAT NO: 697843171

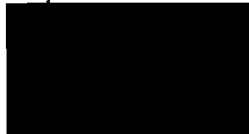
FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Date	Description/Reference No:	Days	Rate	Total
				£
	FIRE RISK ASSESSMENT CONTRACT – PLANS			
	To provision of plans of communal areas of potentially high risk blocks as per contract commenced 24 September 2009 to accompany Fire Risk Assessments. Including site visit and preparation of plans – Completed plans:-			
Sept – Oct 2009	9 Colville Square			75.00 ✓
	11 – 12 Colville Square			125.00 ✓
	14 Colville Square			125.00 ✓
	Grenfell Tower			325.00 ✓
	41 Cambridge Gardens			75.00 ✓
Total				725.00 ✓
Less: Deposit paid				---
VAT @ 15%				108.75 ✓
Balance Due				833.75 ✓

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Paid on 26.11.09
PW

Cheques: Payable to Salvus Consulting Ltd



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Salvus Consulting Limited – Registered in England No.5585106
Registered Office:- [REDACTED]



TMO10037438_0016

TMO10037438/16

PAUSE CHECK	Apr 12/11/09.
PROJECT NAME	Valerie Shapley
DATE SET	17 NOV 2009
APPROVED	
OW CODE	Q 3466-00065

WCT02

Salvus Consulting

Safety Management & Training



1060393

INVOICE

TO:

Accounts Payable Team
The Royal Borough of Kensington &
Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON W14 8QH

INVOICE DATE 30.10.09

INVOICE NO: 1536/09

ACCOUNT NO: 213

PAYMENT TERMS 30 days

DUE DATE 30.11.09

VAT NO: 697843171

FOR ENQUIRES PLEASE CONTACT
Accounts at [REDACTED]

Oate	Description / Reference No:	Days	Rate £	Total £
FIRE RISK ASSESSMENT CONTRACT				
07.09.09	To attendance at project briefing meeting as per letter of intent dated 26.7.09 with Janice Wray & Janet Rhymes held at RBKC office, London	3 hrs	95/hr	285.00 ✓
	3 hrs Fire Safety Advisor			FOC
16.09.09	To attendance at pre-contract meeting with TMO and London Fire Brigade as per letter of intent dated 26.7.09 held at RBKC office, London	2 hrs	95/hr	190.00 ✓
	3 hrs Fire Safety Advisor			FOC
19.09.09	Initial monthly meeting with Janice Wray at RBKC offices, London.	1.5 hrs	95/hr	142.50 ✓
Total				617.50 ✓
Less: Deposit paid				---
VAT @ 15%				92.63 ✓
Balance Due				710.13 ✓

Payment: For BACS payments- Barclays Marlow Branch – Salvus Consulting Ltd
Sort Code: 20 40 71 Account: 40903892

Cheques: Payable to Salvus Consulting Ltd

Paid on 26.11.09
mm



Info@salvus-consulting.co.uk
Salvus Consulting Limited – Registered in England No.5585106
Registered Office:- [REDACTED]



TMO10037438_0018

TMO10037438/18

DATE CHECK	17 NOV 2009
PROJECT	Marie Shapley
DATE SENT	17 NOV 2009
APPROVED	
OW CODE	9 3466.00065

DATE CHECK	17 NOV 2009
PROJECT	Marie Shapley
DATE SENT	17 NOV 2009
APPROVED	
OW CODE	9 3466.00065

Janet Rhymes

From: Janet Rhymes
Sent: 16 December 2009 11:23
To: Adrian Bowman
Cc: Russell Thompson
Subject: FRS's

Adrian

Further to Janice's email regarding Salvus's request for additional fees for producing plans for Whitchurch & Blechynden Houses.

I have checked the original Brief and I am of the opinion that the consultant has no claim for additional fees.

The listed properties were classified as very small, small, medium, large and extra large. These two properties were classed as 'small' (11 – 50 dwellings) and were identified as sheltered housing with 20 dwellings each. A property with 50 dwellings would take longer to measure and draw up plans for than one with only 11 dwellings, some properties will be more complicated than others. This is a swings and roundabouts situation. We do not expect a refund for the smaller, easy properties and therefore do not expect to pay more for the more complicated properties particularly with an average number of dwellings.

As regards what should be included on the plans, I would refer them to the Brief Part 2 Items 1.7 (which refers back to 1.3) and 1.8.

It would obviously prevent any further discussion on this issue if you could obtain a zone plan.


Janet

Janet Rhymes
Consultancy Services Manager
t: [REDACTED] f: [REDACTED]



w: www.kctmo.org.uk e: jrhymes@kctmo.org.uk

a: Charles House, 375 High Street Kensington, London W14 8QH

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Janet Rhymes

From: Russell Thompson
Sent: 14 December 2009 13:49
To: Janice Wray; Janet Rhymes
Cc: Abigail Acosta; Adrian Bowman; Lornette Pemberton
Subject: RE: Private and confidential - FRAs

Janice, not sure what was in the original tender, therefore difficult to assess.

If Keith Fifield can find the info then good, however in terms of others we may have to bite the bullet, albeit that I am unsure as to what the price is for.

I would have thought that the council should have drawings somewhere, it is unusual for councils not to have them.

Russell


Russell Thompson
Interim Director of Asset Investment and Engineering

t: [REDACTED] m: [REDACTED]



w: www.kctmo.org.uk

a: Charles House, 4th Floor, 375 Kensington High Street, W14 8QH

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From: Janice Wray
Sent: 14 December 2009 13:44
To: Russell Thompson; Janet Rhymes
Cc: Abigail Acosta; Adrian Bowman; Lornette Pemberton
Subject: FW: Private and confidential - FRAs
Importance: High

Russell / Janet

I received this on Thursday and I have not yet responded as I wanted to get your views on the issue of the pricing of the plans. My view is that there is no more money in the budget and we are not in a position to renegotiate. With regard to Whitchurch I have asked Keith Fifield to investigate whether the contractors can provide a copy of the fire alarm zonal plan as Andy has suggested that this may be enough. However, there are very view blocks with fire alarms so this will not be an option elsewhere.

Janet what is your view ?- Are we in position to hold them to the original agreement ? I'm on leave after today so be grateful if you could pass any comments back to Adrian so that he can draft a response to Salvus

Thanks

Janice

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Sent: 14 December 2009 13:44
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Janet what is your view ?- Are we in position to hold them to the original agreement ? I'm on leave after today so be grateful if you could pass any comments back to Adrian so that he can draft a response to Salvus

Thanks

Janice


Janice Wray
TMO Health & Safety Advisor

t: [REDACTED]



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From: Andrew Furness [mailto:andrewfurness@salvus-consulting.co.uk]
Sent: 10 December 2009 10:47
To: Janice Wray
Cc: Kim
Subject: RE: Private and confidential
Importance: High

Hello Janice

just a sit rep regarding the meeting, unfortunately I have yet to receive any response form the LFB I shall of course keep trying and let you know how i am getting on. Please confirm that you received copy of the email sent to Angus.

On another matter, Carl has just informed me that whilst he is currently completing the FRA's of the Whitchurch & Blechynden Houses blocks there is a considerable amount of drawing that will be required(not typical of those completed thus far)- he estimates some 1.5 - 2 days on site.

Our pricing strategy did not take in to account the extensive amount of plan drawing that we are going to face with these properties and other similar, as it based based upon the number of units(comparable common area size). I would ask you to consider the following options please.

- Carl advises me that a zone plan of the alarm system is on site and that there is a very real probability that the alarm installation engineers will have provided a copy, from which we can work to reduce the time spent on the plans - please could you arrange for us to receive a copy. I feel sure that we can stick with our originally price quote if this can be achieved.
- If the plans are not available to work from, our daily rate, minus the estimated costing in our quotation could be applied, we of course would only charge for the time spent(no rounding up) - I trust that this is acceptable.

As we do appear to have a small number of these properties and are now completing the FRA's can I please ask for your early response and assistance in this matter

best regards

Andy

Andrew P Furness
Managing Director

Salvus
Safety Management & Training

Salvus Consulting Ltd

Safety Management & Training

Tel: [REDACTED]

Mobile: [REDACTED]

Fax: [REDACTED]

visit us at <http://salvus-consulting.co.uk>

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From: Janice Wray [mailto:jwray@kctmo.org.uk]

Sent: 04 December 2009 13:01

To: Andrew Furness

Subject: RE: Private and confidential

Andy

Be grateful if you would formally request a meeting with Steve Turek.

Will have a look at the Sheltered extract you sent thro

Thanks

Janice

Janice Wray


TMO Health & Safety Advisor

t: [REDACTED]



w: www.kclmo.org.uk

a: : 4th Floor, Charles House, Kensington High Street, W14 8QH

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From: Andrew Furness [mailto:andrewfurness@salvus-consulting.co.uk]

Sent: 04 December 2009 12:32

To: Janice Wray

Cc: steve.wain@salvus-consulting.co.uk

Subject: RE: Private and confidential

Hi Janice

had quite a long conversation with Collette yesterday(phoned LFB to talk to Angus re meeting with Steve Turek)so it proved most useful to align her view with ours.

Can I ask if I can have your permission to formally request a meeting with Steve Turek via Angus as I was unable to make informal contact with Steve via Sir Ken Knight at our last CLG meeting(I attend on behalf of IOSH FRMG) as he did not attend.

please can you respond today so I can draft an email and get it off to them today

best regards

Andy

ps please find attached below copy of Greater Manchester FRS view on 'stay put' - 'defend in place policies' for sheltered housing -interesting?

General

Greater Manchester Fire Authority requirements for the accommodation evacuation" (stay put) policy at a sheltered housing scheme

1. Premises must be constructed and maintained in accordance with the Building Regulations 2000 (approved document B) and /or BS 5839 Part 6 practice for Residential Buildings or an equivalent standard.
2. Premises must be provided with a common alarm system in accordance with BS 5839 Part 1. It is recommended that the alarm is located in the hallway of each flat.
3. Individual dwellings must be provided with automatic detection in accordance with BS 5839, Part 6.
4. An alarm receiving centre shall monitor the common alarm system.

If the premises do not meet the previously mentioned requirements, the residents must be evacuated to a place of safety on activation of the alarm.

From: Janice Wray [mailto:jwray@kctmo.org.uk]
Sent: 26 November 2009 09:46
To: Andrew Furness
Subject: RE: Private and confidential

Andy

Thanks for such a prompt and comprehensive response. I will be discussing the Gillray report with our Technical Director on Monday and I will take include your comments below

Thanks

Janice

Janice Wray
TMO Health & Safety Advisor
t: [REDACTED]



w: www.kctmo.org.uk

a: : 4th Floor, Charles House, Kensington High Street, W14 8QH

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From: Andrew Furness [mailto:andrewfurness@salvus-consulting.co.uk]

Sent: 25 November 2009 20:26

To: Janice Wray

Subject: RE: Private and confidential

Importance: High

Hi Janice,

the reason for my lack of attendance was that I was under the impression that one of the key aspects to be discussed was the management report. I was unaware that the LFB had been invited/were attending and I do have to say I was somewhat disappointed not to be there. Had I known I would have made changes to my programmed work in order to attend.

As Steve is the team leader and had spent the time writing the management report I did feel he was in a good position to discuss the report with you.

With regard to the meeting and my subsequent meeting with Steve we did discuss the LFB response, I am aware that Steve does sometimes use the longest route to explain areas, which may have inadvertently given the impression that the report was inaccurate and could be revisited. As I was not at the meeting I cannot comment.

I would however stress that I am responsible for QA of the report and I am of the opinion that it is correct given the conversations that I have had with Carl and Steve. I understand according to my guys that the LFB were having quite a debate amongst themselves when they were on site.

With regard to AFD in common parts, our assessment of risk and consideration of the provision of AFD, takes into account the building's design and materials of construction, and lack of ignition sources together with the 'defend in place' strategy that appears to have been 'designed in' at building stage.

The likelihood of a fire occurring in the common parts of the building is low if the management of combustible materials is addressed (TMO undertake regular tours, notify tenants etc as detailed within the report) and thus detection in common areas should only be considered (green).

FYI just to show the research that goes into this aspect, this assessment also ties in with HMG Guidance on sleeping accommodation taking into account that the common areas will comply with current Building Regulations Guidance if paras 3.2 - 3.4 of our Action plan are actioned. (see diagram 6 page 26 of ADB) Although the building was built before the current ADB guidance it is appropriate. In this case Table 1 of HMG note 4 is relevant - self contained smoke alarms in each accommodation unit only. Thus we consider that the provision will enhance life safety features and is given a green code.

Clearly if the TMO do not ensure that each flat is a fire door which has intumescent strips, cold smoke seals and self closing devices and combustibles etc are managed effectively, detection to Grade A LD 2 system in common areas will be required (see Table 1 HMG).

It is perhaps my fault that we have not included the issue of installing the above detection as an alternative to managing the fire doors etc as from experience there is a considerable difference in costing. The difficulty here is that on one hand the provision of AFD could be green or on the other amber, the choice of options will be down to TMO.

I would therefore suggest that Collette is not incorrect in requiring AFD if the above is not Actioned, we have taken the view TMO will address the Action plans, unfortunately there is no definitive answer, particularly as the LFB will not indicate the standards they want. I would reiterate that I am confident that the assessment is correct.

Steve and I had a long discussion after the meeting re the dry riser and after careful consideration the following is my professional advice.

With regard to the dry riser issue, the guidance contained within ADB is that buildings over 18m (up to 50m) in height should be provided with a dry riser (see also BS9999). Gilray does not have one.

Whilst it is appreciated that Building Regulations are not retrospectively enforced and compliance is therefore not a 'statutory duty', the lack of available water mains (risers) will undoubtedly affect any 'defend in place' strategy, which is common in this type of building. The LFB will take longer to deploy, the fire evacuation route will be compromised by the fire fighting hose and early intervention by the LFB may well be slow, all of which increases the risk to the occupants.

We are therefore back to the thorny subject of mitigation the lack of dry riser.

Ensuring that the means of escape/compartmentation is stringently maintained and managed (ie all compartmentation issues as discussed in section 3 of the Action Plan) so that the staircase cannot be compromised and any fire in a flat is contained within will assist. This coupled with installation of detection in each accommodation unit (and out of the way areas) to provide advanced warning, will go some way in mitigation. Amber to Green would be achieved.

I will be happy to review the Action Plan in relation to the dry riser installation by adding that 'Actioning the recommendations (red and amber) contained in the remainder of the report particularly sections 3 and 5, will provide mitigation for lack of dry riser provision'. We can then colour code the item green.

This does place TMO in the position that if the 'action plan' elements detailed in the sections are not progressed that it is vulnerable and the LFB may wish the dry riser and other facilities for the fire service to be progressed in a short time period.

As indicated in the above paragraph relating to detection, it would prove most useful if we can get more direction from the LFB in the future, but I am satisfied that we are looking to do that which is 'reasonably practicable' but as we know in H&S that decision will rest with the Judge.

I do hope that this email assists in your deliberations and please do let me know your thoughts.

- I will try and arrange a meeting with Steve Turek (via Sir Ken Knight whom I am hoping will be at our CLG meeting tomorrow)

Looking through the minutes it appears that you did not receive the EL test records, these were sent by email dated 23.10.09 in response to your email dated 21.10.09 ref minutes of our last meeting. I have attached the same to this email.

please do give me a call to discuss any issues and I will ensure that I will be available for the next TMO meeting

very best regards

● Andy

Andrew P Furness
Managing Director

Salvus
Safety Management & Training

Salvus Consulting Ltd
Safety Management & Training
Tel: [REDACTED]
Mobile: [REDACTED]
Fax: [REDACTED]

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From: Janice Wray [mailto:jwray@kctmo.org.uk]

Sent: 25 November 2009 17:31

To: Andrew Furness

Subject: Private and confidential

Importance: High

Andy,

It was disappointing that you did not attend this meeting – I was under the impression that you would endeavour to attend each of our monthly progress meetings and that is why the dates for the first three were agreed so early in the programme.

As you know the LFB Fire Safety Team were keen to feedback their comments on your initial reports and also give their comments / impressions from the assessments they attended. They had tried to give this feedback to my Chief Executive at a recent meeting, however, this progress meeting seemed a more appropriate forum. Unfortunately the Fire Safety Officers did not confirm that they would be attending this meeting until late on Friday afternoon (when I was off work sick) and so I was not able to advise you of their attendance. They feedback their issues and I have documented these in the minutes – copy attached. However, I wanted to bring to your attention my concerns that in the very laboured response Steve gave he has given the FB and all present the impression that the assessment of 9 Colville Sq may not be completely accurate and should / could be revisited. Specifically, Collette raised concern that in her view this block requires afd in the common parts, however, the report gives this action only a GREEN rating. This block was the very first that was assessed and Carl, Steve, Collette and another of her Fire Safety colleagues were all present. Steve kept stressing that he did not write the report. However, he kept referring to afd in the common parts and implying that this was required. Once the FB had left the meeting I challenged him on the impression he had given them but he seemed unaware of this.

Additionally, as I believe you are aware the way that Gillray House report is currently worded does present a significant potential problem for the TMO with the LFB. As you know the FB have asked for a commitment that we will progress all RED and AMBER actions. As the requirement to construct a dry riser is AMBER the FB will pursue us to progress this. This is a significant undertaking with potentially huge budget implications and so I am anxious for you to confirm if there are other works that can be done / other measures installed to reduce the fire risk sufficiently that we are no longer required to construct a dry riser. I would be grateful if you could give me your professional opinion on this as a matter of urgency.

Thanks

Janice

Janice Wray
TMO Health & Safety Advisor
t: [REDACTED]



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THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

OPERATIONS COMMITTEE 10th NOVEMBER 2009

REPORT BY HEALTH AND SAFETY ADVISOR

UPDATE ON FIRE RISK ASSESSMENTS

1. Purpose of the Report

- 1.1** The purpose of this report is to update the Operations Committee of progress made on the Fire Risk Assessments on the Communal areas of Council blocks. Initially a briefing note entitled Fire Safety in Tower Blocks was circulated at the July Board and followed up with a report for information presented to the September Board. An update was then provided to the September Operations Committee, with a further update reported to the October Board.
- 1.2** The Operations Committee is asked to note the further progress made in the area of Fire Risk Assessments.

FOR INFORMATION

2.0 Introduction

- 2.1** For the purposes of the Regulatory Reform (Fire Safety) Order 2005 the Council and the TMO are considered to be "responsible persons". Therefore, we have a statutory duty to ensure that "suitable and sufficient" fire risk assessments are carried out in the communal areas of all residential blocks.

3.0 Programme of Fire Risk Assessments in high risk blocks

- 3.1** A risk-based approach was agreed with the Council and the Fire Brigade and Fire Consultant, Salvus Consulting, was appointed to carry out fire risk assessments at each of the 110 potentially high risk properties. It was agreed that this work would be completed within a six-month period.
- 3.2** Following a briefing meeting with TMO and Council Officers and an introductory meeting with the Fire Brigade's local Fire Safety Team Leader, assessments commenced on Friday 25th September 09.
- 3.3** Of the 110 blocks in this programme 39 have been given higher priority and the consultant has been asked to schedule these early in the programme i.e. pre-Christmas 09. Salvus have confirmed that they will aim to complete the assessments at each of these properties before Christmas 09.

- 3.4 Attached at Appendix A is the schedule of properties, the programme / timetable confirmed to date and the blocks for which a completed fire risk assessment report (& accompanying plans) has now been received. (The highest priority properties to be assessed before Christmas have been highlighted in red).
- 3.5 Salvus use a "lower than normal" / "normal" / "higher than normal" scale to assess the overall fire risk rating for each block. However, the Consultant has confirmed that residential blocks would never be assessed with a "lower than normal" risk because of the potential (and generally unquantifiable) risk from within the dwellings themselves. Therefore, the lowest risk rating that we can achieve in our blocks is "normal". To date for all of the completed assessment reports received the overall assessment has been "normal".
- 3.6 The Fire Consultant had confirmed that his assessors would immediately alert the TMO to any urgent situations that they encountered via their Outline Cautionary Reporting Procedure. To date one Cautionary Report has been received. This related to the working practices of contractors in a central plant boiler room and immediate action was taken by TMO to address these concerns.
- 4.0 Progressing works required by the Fire Risk Assessments
- 4.1 It was anticipated that the fire risk assessments could potentially highlight a number of areas where the TMO and / or the Council would be required to take action. Therefore, in order to help us to prioritise and focus on the most important action points the Consultant agreed to categorise and colour code the required actions as follows
- Red - required for to comply with legislation,
 - Amber - required to comply with British Standards, best practice etc. and
 - Green – areas we may wish to consider in the longer term
- 4.2 In order to progress the necessary works promptly an operational working group of TMO Officers was set up. This group meets every two weeks and consists of technical staff, a Neighbourhood Manager and Health & Safety staff. The group looks in detail at the Action Plan from each completed assessment report, allocates a responsible person and a timescale for completion in relation to each specific action point and tracks progress with each item. This appears to be an effective method of progressing the actions raised by the Consultant.
- 4.3 Whilst each report is highlighting a significant amount of work, to date, much of this has been relatively minor and fairly straightforward to progress. For example minor items have included small responsive repair items, bulk clearances, review of inspection schedule etc. Additionally, to date, many of the same items have appeared in each report. However, there are several recommendations which potentially require significant resources and/or a change in existing policy and these have been highlighted to the TMO Chief Executive for discussion with RBKC. Specifically these recommendations relate to:

- Requirement to instigate a programme of inspections to ensure that every flat entrance door offers thirty minutes fire resistance, is self-closing and is fitted with intumescent strips and cold smoke seals
- Recommendation to install smoke alarm in every level of every residential dwelling. Initially this could be a battery-powered alarm, however, it is recommended that this is followed up by a programme to replace these with mains-powered alarms with battery back up.

5.0 On-going Liaison with Fire Brigade

5.1 The Fire Brigade have been heavily involved in this process. To date they have:

- approved our prioritised approach to risk assessing our stock,
- been introduced to the successful Consultancy Partner in advance of the works programme commencing
- given their approval to the proforma that Salvus were proposing to use to carry out the assessments
- confirmed that they require the entire property portfolio to be assessed within three years and to have the remedial works undertaken and properties to be fully compliant with the Regulatory Reform Order within five years.
- acknowledged the need to be flexible in approach and accept that for the Council's housing stock a Building Regulations "Approved Document B" approach / solution will often not be possible. (FB require "safe buildings and not necessarily compliant ones".)
- been invited to accompany the Fire Consultant on each of the first five assessments and then subsequently on a further six assessments chosen randomly later in the programme
- received a copy of the completed reports for each of the first six assessments
- met with TMO and RBKC Senior Managers to confirm FB expectations and a further meeting is scheduled for 6th November
- requested to meet with TMO operational staff on a 4-monthly basis to ensure that progress remains on track.

6. Conclusion and Recommendation

6.1 The Operations Committee is asked to note -

- progress made with the programme of communal area fire risk assessments. In particular, the committee is asked to note that all completed assessment reports received to date have confirmed that each block present a "normal" overall fire risk and
- the detailed and ongoing liaison between the TMO and RBKC and the Fire Brigade

6.3 A further update report will be brought to the next Board meeting. It is hoped that we will, by then, be better able to clarify the level of resources required to

ensure our buildings comply with the legislation and from where these resources can be made available.

JANICE WRAY
HEALTH & SAFETY ADVISOR

APPENDIX A

Potentially High Risk Blocks

(Items highlighted in red are the highest priority properties to be assessed before Christmas)

Block	Address	Storeys	Assessment Date	Report
Trellick Tower	5 Golborne Rd, W10 5PA	30+ stories -	05-Oct-09	24-Oct-09
Grenfell Tower	Grenfell Road, W11 1TG	20 storey & estate office & concierge/r	30-Sep-09	15-Oct-09
Adair Tower	Appleford Road, W10 5EA	20 Storey		
Hazlewood Tower	Golborne Gardens, W10 5DT	20 storey		
Worlds End Estate - consists of	Blantyre Street SW10		w/c 26-Oct-09	03-Nov-09
Ashburnham Tower		20 storey	w/c 26-Oct-09	03-Nov-09
Berenger Tower		20 storey	w/c 26-Oct-09	
Blantyre Tower		20 storey	w/c 26-Oct-09	
Dartrey Tower		20 storey	w/c 26-Oct-09	
Greaves Tower		20 storey	w/c 26-Oct-09	
Chelsea Reach Tower		20 storey	w/c 26-Oct-09	
Whistler Tower		20 storey	w/c 26-Oct-09	03-Nov-09
Berenger, Blantyre, Dartrey & Whistler Walk,		1st floor - Worlds End Estate	w/c 26-Oct-09	
Middle Dartrey, Upper Berenger, Upper Blantyre, Upper Dartrey, Upper Whistler Walks		Middle Dartrey on 2nd Floor. Uppers on 4th floor	w/c 26-Oct-09	
Dartrey sheltered scheme	Clubroom at 11/12 Dartrey Walk	1st floor - Worlds End Estate	w/c 26-Oct-09	
Silchester Estate	Silchester Rd/Darfield Way W10			
Dixon House		20 floors	16-Nov-09	
Frinstead House		20 floors		
Markland House		20 floors		
Whitstable House		20 floors		
King Charles House		grd & 10 floors		
Raymede Tower		grd & 10 floors		
Treverton Tower		grd & 10 floors		

Block	Address	Storeys	Assessment Date	Report
Sir Thomas More Estate	Beaufort Street, SW3			
Burleigh House, SW3		6 floors (incl basement)	13-Nov-09	
Cadogan House		6 floors (incl basement)	13-Nov-09	
Dacre House		6 floors (incl basement)		
Winchester House		6 floors (incl basement)		
Kingsley House		6 floors (incl basement)		
Cremorne Estate	Milman Street, SW10			
Gillray House		grd & 7 floors	14-Oct-09	
Riley House		grd & 7 floors		
Lacland House		grd & 7 floors		
Milman House		grd & 7 floors		
Elm Park Gardens				
Elm Park House	Fulham Road, SW10	grd & 11 floors & basement garage	23-Nov-09	
5 Elm Park Gdns, SW10			19-Nov-09	
7 Elm Park Gdns, SW10			19-Nov-09	
67 Elm Park Gdns, SW10				
1 Elm Park Gardens, SW10				
4 Elm Park Gardens, SW10			23-Nov-09	
10 Elm Park Gardens, SW10				
16 Elm Park Gardens, SW10				
22 Elm Park Gardens, SW10				
28 Elm Park Gardens, SW10				
34 Elm Park Gardens, SW10				
35 Elm Park Gardens, SW10				
39 Elm Park Gardens, SW10				
40 Elm Park Gardens, SW10				
44 Elm Park Gardens, SW10	OMIT FROM PROGRAMME - ENFRANCHISED			
49 Elm Park Gardens, SW10				
52 Elm Park Gardens, SW10				
55 Elm Park Gardens, SW10				
62 Elm Park Gardens, SW10				
68 Elm Park Gardens, SW10			23-Nov-09	
71 Elm Park Gardens, SW10				

Block	Address	Storeys	Assessment Date	Report
74 Elm Park Gardens, SW10				
80 Elm Park Gardens, SW10	OMIT FROM PROGRAMME - ENFRANCHISED			
86 Elm Park Gardens, SW10				
92 Elm Park Gardens, SW10				
93 Elm Park Gardens, SW10				
98 Elm Park Gardens, SW10				
104 Elm Park Gardens, SW10				
110 Elm Park Gardens, SW10				
Sheltered blocks				
Burgessfield		sheltered/care	10-Dec-09	
Whitchurch & Blechynden Houses	3 Kingsdown Close, W10 6SL	sheltered	10-Dec-09	
1, Nursery Lane	Highlever Road W10	sheltered	10-Dec-09	
70 Tavistock Rd, W10		sholtered	10-Dec-09	
Cremorne Sheltered Scheme				
Jean Darling House	Milman Street, SW10	sheltered	10-Dec-09	
Chelsea Farm House & Studios	Milman Street, SW10	sheltered (18 flats) & Studios (6) on top	10-Dec-09	
Cremome Sheltered Clubroom	Milman Street, SW10	purpose-built clubroom - no flats	10-Dec-09	
Temporary Accommodation				
6 Hesketh Place		Temporary accommodation-grd & 3 fcs	18-Nov-09	
6 Runcom Place		Temporary accommodation	09-Nov-09	
7 Runcom Place		Temporary accommodation	09-Nov-09	
36 Oxford Gdns		Temporary accommodation	09-Nov-09	
41 Cambridge Gdns- Cyronlans		special needs housing	30-Sep-09	19-Oct-09
130 Lancaster Road, W11		Temporary accommodation	18-Nov-09	
Grove House				
Hereford House	Chelsea Manor Street, SW3	grd & 4 floors		
Kensal House	370-2 Fulham Road, SW10 9UY	2ndry escape no longer viable		
Nottingwood House	Ladbroke Grove, W10	grd & 3 floors		
Octavia House	Clarendon Road, W11	Grd & 4/5		
	Southern Row, W10	Grd & 4		

Block	Address	Storeys	Assessment Date	Report
9 Colville Sq, W11 2BD		conversion, basement , grd & 4/5 floor	25-Sep-09	06-Oct-09
11-12 Colville Sq, W11 2BD		conversion, basement , grd & 4/5 floor	25-Sep-09	09-Oct-09
14 Colville Gdns, W11 2BQ			25-Sep-09	12-Oct-09
32 Dawson Place, W2 4TJ		Grd & 3 floors		
140 Lexham Gdns, W8 6TE		basement, ground & 3 floors		
65 Elgin Crescent, W11 2JE		4 floors		
67 Elgin Crescent, W11 2JE		4 floors		
62 Finborough Road, SW10		4/5 floors		
Walnut Tree House	Tregunter Road, SW10 9DG			
68 Flood Street, SW3		grd & 3 floors- afd in common parts		
1 Pembridge Sq		2ncry escape - viable?? Grd & 3/4		
Mulberry Close	Beaufort Street, SW3	Grd & 4 floors		
1-12 Morgan Road, W10				
Cecil Court	Fawcett Street, SW10	5 floors		
Clydesdale House	255 Westbourne Park Road, W11	grd & 5 floors	16-Nov-09	
Lowerwood Court	Ladbroke Grove / Westbourne Pk Rd	grd & 8 floors		
Lonsdale House	Lonsdale Road, W11	7 floors		
Camelford & Upper Camelford Walks	Lancaster West Estate, W11	3 floors		
Campden Houses	Peel Street, W8	5 floors		
359-361 Fulham Rd		grd & 4		
94 Ladbroke Grove		basement, grd & 3		
172-4 Lancaster Road		basement & 3		
34 Oxford Gdns		grd & 5	09-Nov-09	
6 Stanley Gardens		basement, grd & 4 floors		
Longlands Court		2ndary escape across the roof void -		



Salvus Consulting

Safety Management & Training

Safety Unit, 60 Brimmers Hill, Widmer End, Bucks HP15 6NP

Tel: [REDACTED]

Fax: [REDACTED]

Janice Wray
The Royal Borough of Kensington & Chelsea
Tenant Management Organisation Ltd
4th Floor, Charles House
375 Kensington High Street
LONDON
W14 8QH

16 October 2009

Dear Janice

RE: FIRE RISK ASSESSMENTS - CONTRACT

I write further to your letter of the 2nd September as I have just come across this documentation and was not sure if Andrew had returned the signed copy to you, as there still appears to be two copies in my file.

Just in case I now enclose a signed copy of the Agreement for your records and do apologise if this was not previously forwarded to you.

Best regards.

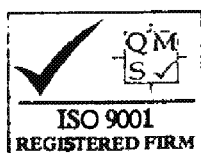
Yours sincerely


Kim

KENSINGTON AND CHELSEA

20 OCT 2009

TENANT MANAGEMENT
ORGANISATION



info@salvus-consulting.co.uk

Salvus Consulting Limited — Registered in England No. 5585106
Registered Office: [REDACTED]



TMO10037438_0041

TMO10037438/41

APPOINTMENT OF CONSULTANT

FIRE RISK ASSESSMENTS
PHASE 1 – HIGH RISK BLOCKS

AGREEMENT

THE CLIENT: *The Royal Borough of Kensington and Chelsea
Tenant Management Organisation Limited*

wishes to appoint

THE CONSULTANT: *Salvus Consulting Ltd*

to carry out the first phase of Fire Risk Assessments on the Council's high risk blocks as more particularly described in the attached documents.

The TMO has accepted the fee tender dated 7th August 2009 submitted by the Consultant (copy attached) and the Consultant shall commence the assessments on 24th September 2009.

Signed: _____

Russell Thompson

Head of Asset Strategy and Investment

Date: _____

2/9/2009.

For and on behalf of:

Royal Borough of Kensington and Chelsea
Tenant Management Organisation Limited
Charles House
375 Kensington High Street
London W14 8QH

I/WE ACCEPT THIS APPOINTMENT under the terms detailed herein.

Signed: _____

Date: _____

7th September 2009

Name: _____

A P FURNESS

Position: _____

M. D.

For and on behalf of:

Salvus Consulting Ltd



ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

QUOTATION FORM

We Salvus Consulting Ltd having examined the Consultants' Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1, 2, 3, 4 and Appendices within 12 months for the amounts inserted below.

We ~~*are/are not*~~ capable of completing the assessments and surveys within 6 months and ~~*have/have not*~~ inserted prices accordingly.

(* Delete where not applicable)

Fixed Price Lump Sums

12 months

6 months

FRA REPORTS

Very small blocks

£ 195-00 £ 195-00

Small blocks

£ 265-00 £ 265-00

Medium blocks

£ 350-00 £ 350-00

Large blocks

£ 565-00 £ 565-00

Extra large blocks

£ 895-00 £ 895-00

Fixed Price Lump Sums

FRA REVIEWS

	<u>12 Months</u>	<u>6 Months</u>
Very small blocks	£ <u>160-00</u>	£ <u>160-00</u>
Small blocks	£ <u>235-00</u>	£ <u>235-00</u>
Medium blocks	£ <u>315-00</u>	£ <u>315-00</u>
Large blocks	£ <u>510-00</u>	£ <u>510-00</u>
Extra large blocks	£ <u>815-00</u>	£ <u>815-00</u>

FLOOR PLANS

Very small blocks	£ <u>75-00</u>	£ <u>75-00</u>
Small blocks	£ <u>125-00</u>	£ <u>125-00</u>
Medium blocks	£ <u>215-00</u>	£ <u>215-00</u>
Large blocks	£ <u>325-00</u>	£ <u>325-00</u>
Extra large blocks	£ <u>0.80p/sqm</u>	£ <u>0.80/m²</u>

TIME CHARGE RATES

<u>Discipline</u>	<u>Level of Staff</u>	<u>Rate per hour</u> £
FIRE RISK ASSESSMENT	FIRE SAFETY ADVISOR	75
FIRE SAFETY CONSULTANCY	SENIOR FSA	95
PROTECT MANAGER	SNR MANAGER	50
ADMINISTRATOR	ADMIN SUPPORT	25
PLAN ANNOTATOR	TECHNICAL	38

We propose to SUB-LET parts of the Service as follows:-

Name of Sub-Consultant

Part of Service

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity	£ <u>1,000,000</u>	<u>27/5/10</u>
Public Liability	£ <u>5,000,000</u>	<u>22/2/10</u>
Employers Liability	£ <u>10,000,000</u>	<u>22/2/10</u>

We will raise level to £2,000,000 for contract

WE AGREE that this quotation shall be on a firm price basis with prices fixed until 31st August 2011 and will not be subject to adjustments for any increases or decreases in wages or prices of equipment on which the prices have been calculated until after this date.

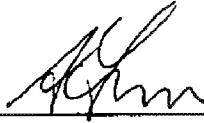
WE FURTHER AGREE that we will not adjust the amount of the quotation in accordance with any agreement or arrangement with any person other than the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.

WE FURTHER AGREE to hold this quotation open for acceptance by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited for a period of thirteen weeks from the date of submission.

WE FURTHER AGREE that until a contract is completed, this quotation and acceptance thereof by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited, signified by letter, shall constitute a binding contract.

WE DECLARE that this quotation is submitted on the basis of the information and terms and conditions contained in the Project Brief for Consultants Parts 1, 2 and 3 and the invitation letter and on the understanding that by submitting this quotation, the terms and conditions are accepted by us and no variation or amendment will be made to any part of the Project Brief and WE UNDERTAKE to enter into a Contract with the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited incorporating the Project Brief for Consultants Parts 1, 2 and 3.

Signed:

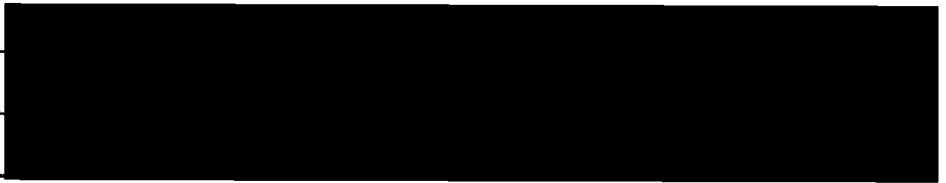


Name (Print):

A FURNESS (MD)

For and on behalf of:

SALVUS CONSULTING LTD.



Date:

7/8/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

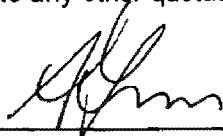
FIRE RISK ASSESSMENTS

BONA FIDE QUOTATION

The essence of selective tendering is that the Client shall receive bona fide competitive tenders/quotations from all those invited to do so. In recognition of this principle we certify that this is a bona fide quotation intended to be competitive and that we have not fixed or adjusted the quotation by or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following:-

1. Communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed quotation or make up of the consortium (if appropriate) except where the disclosure in confidence was necessary to obtain professional indemnity insurance.
2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

Signed:



Name (Print):

A FURNESS

For and on behalf of:

SALJUS CONSULTING LTD



Date:

1/8/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

**STATEMENT IN RELATION TO THE FREEDOM OF
INFORMATION ACT 2000**

We acknowledge that the TMO has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we ~~*wish/do not wish~~ to request an exemption for the information provided to the TMO in preparation and completion of our quotation for consultancy services with the TMO.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the quotation process all information provided to the TMO by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the TMO.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

Exemption(s) Claimed	information	Minimum Period of Exemption
Sections 41 and 43	ALL COSTINGS ASSOCIATED WITH THIS TENDER/CONTACT	3 months
Sections 41 and 43		

If for any reason the TMO considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact + ANDREW P HURNESS SALJUS. This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the TMO in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of calfordseaden's representative

Signed:

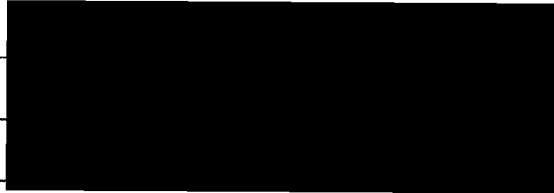


Name (Print):

A FARNESS

For and on behalf of:

SALVUS CONSULTING LTD



Date:

7/8/09

**ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED**

CONSULTANTS' BRIEF

FIRE RISK ASSESSMENTS

JULY 2009

PREPARED BY

**TECHNICAL SERVICES GROUP
ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED
CHARLES HOUSE
375 KENSINGTON HIGH STREET
LONDON W14 8QH**

FOR

THE CLIENT,

**ROBERT BLACK
CHIEF EXECUTIVE
ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED
CHARLES HOUSE
375 KENSINGTON HIGH STREET
LONDON W14 8QH**

FIRE RISK ASSESSMENTS

CONSULTANTS' BRIEF

CONTENTS

PART 1:	GENERAL INFORMATION AND REQUIREMENTS
PART 2:	SPECIFICATION OF SERVICES
PART 3:	TERMS AND CONDITIONS
PART 4:	QUOTATION INSTRUCTIONS
APPENDIX 1:	LIST OF PROPERTIES

PART 1: GENERAL INFORMATION AND REQUIREMENTS

1.0 INTRODUCTION

- 1.1 This Brief specifies the requirements for Fire Risk Assessments (FRAs) in the communal areas of the Royal Borough of Kensington and Chelsea (the Council) Council's housing stock. These properties are managed by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Ltd (the TMO). This Brief provides general information relevant to the Commission and details the service requirements and standards to be provided.
- 1.2 The TMO is an Arms Length Management Organisation which manages the Council's residential blocks on behalf of the Council. The properties consist of self-contained dwellings mainly purpose-built, however, some blocks have been converted into flats at some stage in the past. Additionally, there are a small number of sheltered schemes which have some communal facilities e.g. lounges which supplement the individual self-contained dwellings. The blocks are from a wide variety of building types and sizes and are located throughout the Borough. The residents are a cross-section of the community and therefore some will have a degree of vulnerability and not all will be fully able-bodied.
- 1.3 The existing property portfolio has been prioritised by potential fire risk and the blocks considered to be high risk are listed in Appendix 1. This list is subject to change and properties may be omitted or added at the TMO's discretion. The consultant will carry out additional FRAs / reviews when requested at rates to be agreed pro-rata to the rates quoted for the properties listed in Appendix 1. If the TMO omits any property or properties at reasonable notice no further costs or charges will be claimed by the Consultant.
- 1.4 The Consultant must submit documentary evidence of his competence to undertake the Commission, e.g. his qualifications and experience particularly experience of assessing residential blocks. (See Part 4: Quotation Instructions)
- 1.5 It is a requirement of the client that the consultant holds a current fire risk assessment qualification e.g from IOSH, NEBOSH, the Northern Ireland Fire Safety Panel or similar to be submitted for approval by the TMO before the consultant's tender is accepted. (See Part 4: Quotation Instructions)
- 1.6 The consultant is to adhere to TMO policies, procedures and requirements, copies of which are available from the Project Manager.
- 1.7 All of the Consultant's personnel entering sites must have obtained a CRB standard level check within the preceding three years. The consultant is responsible for ensuring this and for maintaining clearance every three years for each of his staff working on a TMO / Council site.
- 1.8 All of the Consultant's personnel entering sites must carry appropriate photo identification cards, prominently displayed, bearing their name and the name of the company who employs them.
- 1.9 Maintaining satisfactory standards, delivering reports and responding to queries quickly are conditions of the contract between the TMO and the consultant. Timeframes are to be agreed at the start of the work programme.
- 1.10 The Consultant's appointment will be for a one year period with a TMO-only discretionary option to extend for a further one year subject to the consultant's satisfactory performance.

- 1.11 Fee Quotations are to be submitted for providing all the Services detailed. Further information on the tendering process is provided in Part 4: Quotation Instruction.
- 1.12 A separate price is required to take account of the Consultant producing basic floor plans for each property as necessary. Details of which blocks the Consultant will be required to produce plans for will be advised by the Project Manager. These plans should then be labelled with the fire safety information as per requirements set out in Part 2: Specification of Services Item 1.3.

2.0 ROLES AND RESPONSIBILITIES

2.1 The Client is the Royal Borough of Kensington and Chelsea Tenant Management Organisation Ltd, referred to as The TMO throughout this Brief.

2.2 The Project Manager is Valerie Sharples
Capital Programme Team
Charles House
4th Floor – Spur A
375 Kensington High Street
London W14 8QH

T: [REDACTED]
E: vsharples@kctmo.org.uk

Or such other person or firm as the TMO may appoint from time to time.

2.3 The Project Manager will have responsibility for the following:-

- The Client's representative and contact between the TMO, the Council and the Consultant.
- Making all TMO decisions and issuing instructions during the contract's duration.

2.4 The Consultancy Services Manager is Janet Rhymes
Procurement and Asset Data Team
Charles House
4th Floor – Spur A
375 Kensington High Street
London W14 8QH

T: [REDACTED]
E: jrhymes@kctmo.org.uk

2.5 The Consultancy Services Manager will have responsibility for the following:-

- Obtaining quotations for the Consultancy Services and participating in the selection of consultants.
- Agreement of fees and appointment of consultants.
- Agreement of variations to the Agreement, resulting from changes to the Brief, and any consequential effect on fees.

2.6 TMO H&S Advisor is Janice Wray
Human Resources Team
4th Floor – Spur G
Charles House
375 Kensington High Street
London W14 8QH

T: [REDACTED]
E: jwray@kctmo.org.uk

Or such other person or firm as the TMO may appoint from time to time.

2.7 The TMO H&S Advisor will be responsible for the following:-

- Overseeing the consultant's technical performance, service delivery, responsiveness and quality.
- Discussing recommendations with the Consultant and clarifying any queries.
- Re-prioritising the properties within Appendix 1 as necessary.

3.0 QUALITY

3.1 Consultants are expected to provide a consistently high quality service and should be able to demonstrate through documentation that their organisations are capable of maintaining a quality standard that satisfies all contractual requirements.

3.2 The TMO require Consultants to be able to satisfy the provisions of a quality management system as set out in BS EN ISO 9001 and preferably be registered to a UKAS certification body.

4.0 HEALTH AND SAFETY FILES

4.1 Health and Safety Files exist only for some of the sites and then only relating to specific works projects. These will be made available on request

PART 2: SPECIFICATION OF SERVICES

1.0 SCOPE OF WORKS

Fire Risk Assessments and Reviews

- 1.1 Fire Risk Assessments will be undertaken and reviewed regularly at a frequency dictated by the FRA. The FRA and FRA reviews will include an individual examination of each fire door including whether it operates correctly.
- 1.2 FRAs and/or reviews may be alternatively or additionally instructed when
- (a) the building itself is altered
 - (b) there is an incident
 - (c) it is requested by the HSE, LFB or the client.
- 1.3 FRAs and reviews will focus on:
- i. The compartmentation of the building and any possible shortcomings with it.
 - ii. The operation and adequacy of fire doors including their fire resistance rating and smoke/ fire seals etc.
 - iii. Adequacy of fire fighting equipment.
 - iv. Adequacy of automatic detection system, extraction systems, sprinklers, dry risers, wet risers etc.
 - v. Assessment of the means of escape (to include final exit doors) and assessment of secondary means of escape where present and it's appropriateness / viability, emergency lighting, signage, etc.
 - vi. Fitness for purpose of the building in relation to fire safety.
 - vii. Fire safety management systems and their recording procedures.
 - viii. Marking of fire detection and fire fighting equipment, fire doors (including their fire resistance rating and smoke/ fire seals) and compartmentation on floor plans provided by the client where possible and in all other cases to be produced by the consultant. Symbols and other information marked-up on the drawings will be the same as in the HM Government Guides 'Fire Safety Risk Assessment'.
- 1.4 FRA and review reports should be recorded in a standardised format to be submitted in advance to the Client for approval prior to works commencing. This standardised format will need to be comprehensively completed so that all aspects of fire safety have been examined, noted, located by description and/or photograph and commented upon (whether requiring remedial action or not). In addition to other information, the consultant will identify and record on a Schedule in the report a detailed, itemised description of each
- (a) remedial action required by law, including the defect, its remedy and a citation of the appropriate legislation
 - (b) remedial action recommended by the Consultant (to be prioritised & an approximate cost given)
 - (c) fire safety improvement recommended by the Consultant (to be prioritised & an approximate cost given)

Each item in the Schedule is to be located and described in a format ready for use as a works instruction to a contractor.

Remedial actions and improvements will be recorded on the Action Plan section of the standardised form.

- 1.5 FRA reports shall be completed and delivered to the Client within one week of the assessment being carried out. One hard copy and one electronic copy (in a format to be agreed) will be required

Floor Plans

- 1.6 The TMO will provide floor plans of blocks where available.
- 1.7 Where suitable floor plans are not available the Project Manager will instruct the Consultant to produce basic floor plans on which the information detailed in Item 1.3 above shall be marked.
- 1.8 The floor plans need to identify not only information on communal areas but also all designated escape routes including those from individual dwellings.

Client meetings

- 1.9 Regular meetings will be held between the Project Manager, the H&S Advisor and the Consultant to discuss possible issues, monitor progress and review the service provided. The meetings will be held monthly and will be chaired by the TMO Project Manager and minuted by the TMO H&S Advisor

Ad Hoc advice

- 1.10 The consultant will offer fire safety help, advice and support to TMO managers, employees, the TMO Technical Services Officers and the H&S Advisor as and when requested. A mobile phone number and an email address are required. It is expected that phone calls and emails are dealt with promptly.

2.0 PROCUREMENT PROGRAMME

- 2.1 The appointment process programme is as follows:-

Issue the Consultants' Brief	17th July 2009
Consultants' quotations return	7 th August 2009
Consultants' interviews	w/c 10 th August 2009
Consultant's appointment	w/c 17 th August 2009
Consultant's services commence	early September 2009

3.0 SERVICE DELIVERY PROGRAMME

- 3.1 FRAs for all blocks listed in Appendix 1 shall be completed within twelve months of the Consultant's appointment and reviews shall be undertaken at frequency dictated by risk.
- 3.2 Consultants will be asked to indicate on the Quotation Form whether or not they would be capable of completing the surveys and assessments within six months and also to provide an alternative quotation.

4.00 ASBESTOS

- 4.1 The TMO maintains records of any asbestos containing materials (ACMs) that are suspected or confirmed as present in the Housing stock. In relation to communal

areas the majority of this information is obtained from an ongoing programme of "Type 2" surveys and is available on a block by block basis upon request from the H&S Team. It is possible that additional ACMs are present particularly within inaccessible areas of the blocks.

- 4.2 The Consultant shall, wherever possible, identify the presence of asbestos or other suspect materials when carrying out initial inspections/surveys of buildings and notify the TMO H&S Adviser of details. Where necessary the TMO will engage a specialist asbestos surveyor to sample suspect materials and / or carry out an independent asbestos survey.

5.0 CONSULTATIONS, MINUTES AND OTHER RECORDS

- 5.1 The Consultant shall take minutes or notes of meetings and consultations with site managers and any other employees and shall copy these to attendees/ participants and to the Contracts Manager and TMO H&S Advisor.

6.0 SURVEYS/ SITE INSPECTIONS

- 6.1 The Consultant will be required to carry out site inspections so that FRAs and FRA reviews are adequately researched and reports are detailed.
- 6.2 The Consultant shall make all necessary arrangements for accessing estates/blocks/dwellings and ensure that appropriate notices are sent to all residents advising them of the work being carried out.
- 6.3 Where the Consultant has to carry out inspections of high level elements and in enclosed spaces he must comply with relevant Health and Safety regulations in force at the time and only use suitably qualified/experienced personnel. Where required the Consultant shall carry out a risk assessment and provide a method statement detailing their proposals for accessing the high level elements and the safety measures that need to be taken when surveying areas with difficult access.

7.0 OUTLINE SPECIFICATION

- 7.1 The Consultant shall submit detailed descriptions/ outline specifications to support and illustrate any remedial works he recommends

8.0 OTHER CONSTRAINTS

- 8.1 The consultant is to consider and include in his recommendations for remedial works any constraints on the proposals which are risks the TMO should consider before deciding to proceed with any proposal.

PART 3: TERMS AND CONDITIONS

1.0 DEFINITIONS

- 1.1 TMO – Client – The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.
- 1.2 Council – The Royal Borough of Kensington and Chelsea.
- 1.3 Words importing the masculine gender include the feminine gender and vice versa.
- 1.4 Words importing singular shall include plural and vice versa.
- 1.5 Words importing persons shall include firms, partnerships, companies and corporations and vice versa.
- 1.6 Headings in these Conditions are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.7 Reference to clauses, conditions, paragraphs, schedules and appendices are references to clauses, conditions, paragraphs, schedules and appendices of the Agreement document.
- 1.8 Stipulations as to the time of payment by the TMO to the Consultant are not the essence of the Contract. Other stipulations as to time are of the essence.
- 1.9 The Agreement means the Consultant's Brief Parts 1, 2, 3, 4 and Appendices and shall be governed by and construed in accordance with English Law.
- 1.10 Reference to any enactment, order, regulation, statutory provision or other similar instrument shall be construed as a reference to any enactment, order, regulation, statutory provision or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instruction.

2.0 CLIENT REPRESENTATIVES

- 2.1 The rights and powers of the Client in relation to termination of the Agreement under clause 16 will be exercised by the TMO's Chief Executive. All other rights and powers of the Client under the Agreement will be exercised by the Consultancy Services Manager or where so specified in the Agreement, by the Project Manager.

3.0 PROVISION OF THE SERVICE

- 3.1 The Consultant shall provide the Service in a proper skilful, professional and workmanlike manner in conformity with the normal standards of the profession to the satisfaction of the TMO.
- 3.2 If the Consultant is unable to provide the Service or any part thereof, whether or not this is as a result of any act or omission on the part of the TMO, the Consultant shall inform the Project Manager promptly, and confirm in writing, with a copy to the Consultancy Services Manager, giving details of the circumstances, reasons and likely duration. The provision of information under this condition shall not in any way release or excuse a Consultant from any of his obligations under this Agreement.

3.3 Should the Consultant reasonably require any further instruction or information in connection with the provision of the Service, he shall make a written application giving adequate detail for the same to the Project Manager. Such application shall be made on a date, which, having regard to the date by which the Consultant reasonably needs the same for or in connection with the provision of the Service, is neither too far away from nor too close to that date having regard to all the circumstances including the time likely to be required by the Project Manager to respond to the application.

3.4 The Consultant shall perform the Service in accordance with all requirements set out in this Agreement giving advice and opinions when asked to do so, volunteering services as appropriate and giving warnings of any mistake, discrepancy, conduct or omission which could affect any of the TMO's objectives in commissioning the Service.

4.0 SCOPE OF THE SERVICE

4.1 The specific service requirements are detailed within Part 1 of the Brief.

5.0 SUB-CONSULTANTS

5.1 The Consultant may, but only with the prior written consent of the Consultancy Services Manager, sub-let any part of the Service to Sub-Consultants. However any such sub-letting will not relieve the Consultant of any liability or obligation under this Agreement and the Consultant shall be responsible for the acts, defaults or neglect of any Sub-Consultant or its agents, servants or employees in all respects as if they were the acts, defaults or neglect of the Consultant. The Consultancy Services Manager may also require as a condition of giving any consent to sub-let, a direct warranty and undertaking from the Sub-Consultant concerning the provision of the Service and the Consultant providing him with any details he may require to satisfy himself as to the suitability of the proposed sub-contract conditions, technical suitability, relevant experience and financial strength of the Sub-Consultant, risk to the TMO and the necessity of such an appointment.

5.2 The TMO may require, but not unreasonably so, the removal of a Sub-Consultant from the provision of the Service. On receiving such an instruction, the Consultant shall replace the Sub-Consultant immediately and shall notify the Consultancy Services Manager of the replacement.

6.0 ASSIGNMENT

6.1 Consultants shall not assign or transfer any benefit or obligation under this Agreement whether in whole or in part without the prior written consent of the TMO, whose consent the TMO shall be absolutely entitled to withhold.

6.2 The TMO reserves the right to impose such conditions as it sees fit in giving any consent pursuant to this clause 6 and such conditions may include payment to the TMO of such reasonable administrative and legal costs as may be incurred.

7.0 EMPLOYEES

- 7.1 The Consultant shall employ sufficient persons to ensure that the Service is provided at all times and in all respects in accordance with the Agreement.
- 7.2 The Consultant's personnel employed in and about the provision of the Service shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties. The Consultant shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Service.
- 7.5 The Project Manager may require, but not unreasonably, the Consultant or a Sub-Consultant to remove a specific employee from the provision of the Service and such employee shall forthwith be removed and a suitable replacement provided unless the Project Manager instructs otherwise.
- 7.6 The Consultant shall not remove an employee from the Service without first receiving the consent of the Project Manager and the Project Manager shall be consulted in respect of any new or replacement employee.

8.0 PROJECT LEADER

- 8.1 The Consultant shall advise the Project Manager of the identity of the person who shall be the liaison between the Consultant and the TMO with regard to the performance of the Agreement and progress of the project. This person shall be known as the Project Leader.
- 8.2 The Project Leader may not be replaced without the consent of the TMO, which consent shall not be unreasonably withheld.

9.0 COMMENCEMENT OF THE AGREEMENT

- 9.1 This Agreement shall commence on the date inserted on the Form of Agreement or the date when the Consultant shall have first commenced performance of the Service, on the written instruction of the Consultancy Services Manager, whichever is the earlier.
- 9.2 Unless terminated, the Agreement with the Consultant shall be concluded when the Consultant has completed all the services required under this Agreement including any variations or modifications.

10.0 DOCUMENTS MUTUALLY EXPLANATORY

- 10.1 Except as otherwise expressly provided, the Agreement documents are to be taken as mutually explanatory of one another. Should the Consultant become aware of any ambiguities or discrepancies he shall immediately inform the Consultancy Services Manager giving full details. Any such notified ambiguities or discrepancies shall be resolved by the Consultancy Services Manager. If any instruction given resolving an ambiguity or a discrepancy changes the basis upon which a Consultant quoted so as to render any price inappropriate, the said instruction shall be treated as a Modification under clause 12.

- 10.2 In the event of any inconsistency between these Conditions and any other part of the Agreement documents, these Conditions shall prevail.

11.0 VARIATION OF THE AGREEMENT

- 11.1 Following the formation of a binding agreement no omission from, addition to or variation of the Agreement shall be valid unless in writing and signed by the Project Manager or Consultancy Services Manager.

12.0 MODIFICATION

- 12.1 A modification means an instruction by the Project Manager or Consultancy Services Manager which materially amends the quality or quantity of the Service. It does not include any instruction required as a result of any negligent omission or any default of the Consultant or any instruction relating to sequence or timing of the execution of the Service.
- 12.2 All modifications shall be authorised in writing by the Project Manager or Consultancy Services Manager.
- 12.3 No liability is accepted by the TMO for any claim by the Consultant for any loss (whether direct or indirect) and/or expense occasioned by any modification except where the sole cause of the modification is a breach of contract by the TMO.
- 12.4 Fees shall be adjusted in accordance with clause 17, Fees and Payments.

13.0 POSTPONEMENT

- 13.1 The TMO may at any time and for any reason postpone the carrying out of all or any part of the Service by notice in writing. On receipt of such notice, the Consultant shall comply immediately with its terms.
- 13.2 A postponed project will not be classed as aborted unless specifically notified as such in writing by the TMO. If the Service is aborted under this Condition the Agreement will determine immediately.
- 13.3 The Consultant's sole claim in the event of postponement or abandonment shall be for any reasonably incurred fees that remain outstanding for work undertaken prior to the postponement or abandonment of the Project, to be calculated in accordance with clause 17..

14.0 DEFAULT IN PERFORMANCE

- 14.1 If in the opinion of the TMO the Consultant on any occasion shall have omitted to perform any part of the Service or failed to perform any part of the Service in a manner and to a standard required by the Agreement, the TMO may (without prejudice to any other rights or remedies under the Agreement or in law), do any one or more of the following:-
- a) Instruct the Consultant to re-execute and make good the defective service.

- b) Deduct from the Consultant's fee an amount reasonably determined to be compensation for the part of the Service that has not been provided or has been provided inadequately.
 - c) Without determining the Agreement, arrange for the TMO itself to provide or procure the provision of part of the Service until such time as the Consultant shall have demonstrated to the reasonable satisfaction of the TMO that the Consultant will once more be able to perform such part of the Service to the Agreement standard. During such period the Consultant's performance of such part of the Service and the TMO's payment to the Consultant for such part of the Service shall be suspended. For the purpose of this Condition the TMO shall serve a notice on the Consultant setting out those parts of the Service which the TMO intends to provide or procure the provision of and shall serve a notice on the Consultant that (if such be the case) the TMO requires the Consultant to resume the provision of such part of the Service.
 - d) Without determining the whole of the Agreement, determine the Agreement in respect of part of the Service only and thereafter the TMO would provide or procure another consultant to provide such part of the Service.
 - e) Determine, in accordance with clause 15 (Termination), the whole of the Agreement.
- 14.2 The TMO may claim from the Consultant any cost incurred by the TMO, including any reasonable administration costs, in respect of the provision of any part of the Service by the TMO or by another consultant, in the circumstances set out in items a), b), c), d) and e) above, to the extent that such costs exceed the fee which would otherwise have been payable to the Consultant for such part of the Service.
- 14.3 The TMO may instigate a random audit to determine the performance of the Service. The TMO reserves the right to employ its own representative or agent to undertake such an audit and the Consultant shall afford all reasonable access and co-operation for the TMO, its representative or agent to facilitate this.
- 14.4 The TMO's powers under this clause 14 shall not be exercised unreasonably or vexatiously.

15.0 TERMINATION

- 15.1 The TMO may terminate the Agreement immediately following serving of a notice for the following events:-
- a) Any material misrepresentation by a Consultant contained in his Quotation or in his presentation submitted to the TMO prior to entering into this Agreement with the TMO.
 - b) Serious or persistent default in performance.
 - c) A Consultant fails to take measures reasonably required to ensure that the service will be progressed in a manner that will ensure completion by the specified date or fails to maintain a satisfactory quality standard.
 - d) Should the Consultant become bankrupt, or make a composition or arrangement with its creditors, or has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an

administrative receiver, or has a Winding Up Order made or resolution for voluntary winding up passed, or has a provisional liquidator, receiver or manager of the consultancy appointed, or has possession taken by or on behalf of a creditor, termination will be immediate,

15.2 The Consultant may terminate the Agreement for the following reasons:-

- a) For a breach of any Condition of this Agreement by the TMO which is not remedied within the 28 day notice period.

15.3 Where this Agreement is terminated by the TMO the following shall apply:-

- a) The TMO shall be under no obligation to make any further payments to the Consultant and shall be entitled to retain any payment which may have fallen due to the Consultant before termination.
- b) The Consultant shall forthwith release and hand over to the TMO any and all property belonging or licenced to the TMO including but not limited to supplies, equipment, records (including electronic data) and work in progress.
- c) For avoidance of doubt where the TMO has terminated this Agreement for any of the reasons set out in this clause and work is incomplete at that termination, the TMO shall be entitled to engage another consultant to complete the Consultant's duties under this Agreement and offset the additional costs incurred due to the termination against any payment due to the Consultant for work completed up to termination.

15.4 Any rights or remedies to which either party becomes entitled or subject before termination of this Agreement shall remain effective.

16.0 NOTICES

16.1 Any notice required to be served upon the TMO under this Agreement shall be in writing and delivered by hand, or sent by first class recorded post or facsimile.

16.2 Notices to the TMO shall be addressed to:-

Chief Executive
Royal Borough of Kensington and Chelsea
Tenant Management Organisation Limited
Charles House
375 Kensington High Street
London W14 8QH

Facsimile Nr:- [REDACTED]

16.3 Any notice required to be served on the Consultant under this Agreement shall be in writing and delivered by hand or sent by first class recorded post or facsimile.

16.4 Notices to the Consultant shall be addressed to the last known business address or in the case of a company to the registered office of that company.

16.5 Unless otherwise stated in this Agreement any notice is effectively served or deemed to have been served when:-

- Hand delivery – time of delivery.
- Recorded first class post delivery – the earliest of actual receipt or the second day after posting.
- Facsimile – where there is confirmation of uninterrupted transmission by a transmission report and where there is no telephonic communication by the recipient to the sender (to be confirmed in writing) that the facsimile has not been received in legible form within two days (excluding weekends and bank holidays).

17.0 FEES AND PAYMENTS

17.1 Fees for the performance of Services are as stated on the Quotation form.

17.2 Lump Sums and Time Charge Rates shall include for all expenses and disbursements whether foreseen or otherwise.

17.3 All quoted prices shall be fixed for a period of 24 months from the date of the Agreement. Should the Agreement be extended beyond 24 months, all prices shall then be reviewed.

17.4 Fees will not be adjusted except in accordance with this Agreement. Any application for additional fees must be made in writing as soon as it becomes evident that instructions issued by the Project Manager may warrant an adjustment of fees under clause 12.

17.5 No work shall be executed on a Time Charge basis without the prior approval of the Consultancy Services Manager after receiving confirmation from the Project Manager that additional work has been requested. Time charges when authorised shall be the hourly rate of the level of staff required to carry out the work regardless of the actual hourly rate of the member of staff executing the work.

17.6 Any adjustment to the fees will be valued by the Consultancy Services Manager using the rates and charges submitted with the Consultant's fee proposal and the Consultant will provide breakdowns and such supporting evidence as the Consultancy Services Manager may require to substantiate such amounts claimed.

17.7 If the service has to be modified as a result of changes being made to the service delivery that do not have the approval of the Project Manager any additional fees incurred by the Consultant as a result of modifications having to be made will not be reimbursed.

17.6 If the service is cancelled, postponed or delayed fees will be paid for the service completed to that date calculated at the quoted rates.

17.9 Fee payments may be requested at no less than monthly intervals for work executed in arrears. The fee due shall be calculated on the number of assessments, reviews and surveys carried out to date. A list shall be attached to each invoice identifying the individual blocks, the service completed and the price for that service.

17.10 If any part of a fee invoice submitted by the Consultant is disputed for any reason, the Consultant will be notified by the Consultancy Services Manager (and such notification may be by electronic mail) within 21 days of receipt of the reason. No payment will be made on any part of the invoice that is disputed until such time as the

whole amount has been agreed and/or the invoice has been re-issued in an agreed amount.

- 17.11 If any corrections have to be reasonably made to a fee invoice submitted by the Consultant that fee invoice must be resubmitted. Fee invoices that have been corrected by hand will not be paid.
- 17.12 Fee invoices shall be addressed to the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited. Each invoice shall clearly indicate the service title and be given a unique reference number. They shall be sent to Janet Rhymes, Consultancy Services Manager, Procurement and Asset Data Team, Kensington and Chelsea TMO, Charles House, 375 Kensington High Street, London W14 8QH.
- 17.13 Fee invoices correctly submitted will be paid within 30 days of the date of receipt.
- 17.14 Any sums not disputed and remaining unpaid at the expiry of 30 days following receipt of correct submission of an invoice shall bear interest at 2% above Bank of England base rate current at the date the payment falls due. It is agreed between the parties that the rate of interest described herein provides Consultants with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

18.0 EMPLOYEES TAX, ETC

- 18.1 The Consultant shall be entirely responsible for the employment and conditions of service of the Consultant's employees and shall ensure that any Sub-Consultant of the Consultant is likewise responsible for its employees.

19.0 VALUE ADDED TAX

- 19.1 The Consultant shall (if so legally required) be registered with Customs and Excise for Value Added Tax. The TMO shall pay to the Consultant such Value Added Tax as may be properly chargeable by the Consultant in connection with the provision of the Service.
- 19.2 Any sums quoted in this Agreement are exclusive of Value Added Tax. Consultants shall add the appropriate Value Added Tax to any fee invoice submitted.

20.0 STANDING ORDERS

- 20.1 The Consultant is required to comply with TMO's Financial and Contract Regulations (The Regulations). These documents are available for examination but Project Managers will acquaint the Consultant with relevant Regulations as and when necessary.

21.0 COPYRIGHT

- 21.1 The Consultant grants to the TMO a royalty free exclusive copyright in all of the drawings, documents and information produced by the Consultant under this Agreement. The Consultant may retain copies of all drawings, documents and

information but shall not reproduce those drawings, documents or information for any purpose other than the performance of the Service or as directed by the TMO.

- 21.2 Copyright of any original systems, formats or the like developed by the Consultant, which could be adapted for use on other projects for other Clients, will remain with the Consultant.
- 21.3 Copyright of any drawings, documents or information supplied by the TMO or Council to the Consultant shall remain with the TMO and Council and shall not be reproduced by the Consultant for any purpose other than the performance of the Service.

22.0 CONFIDENTIALITY, FREEDOM OF INFORMATION, PROBITY AND CONFLICT OF INTEREST

- 22.1 The Consultant shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.
- 22.2 Clause 22.1 shall not apply to any disclosure that is reasonably required by persons engaged in the performance of the Consultant's obligations under the Agreement, is already in the public domain or is required to be disclosed by law.
- 22.3 Any attempt at bribery, corruption, financial inducement or other improper conduct in relation to the service which comes to the Consultant's attention shall be immediately reported to the Consultancy Services Manager. The Consultant will at his own expense co-operate with and provide statements or other evidence required by the TMO and the Council, their internal and external auditors, the District Auditor, the Ombudsman, police or any other competent authority responsible for investigating such matters.
- 22.4 The Consultant shall co-operate and assist the TMO with disclosures under the Freedom of Information Act 2000 (The Act) and the parties confirm that a disclosure required by the Act shall be classified as a disclosure required by law under clause 22.2 so that the obligations of confidentiality do not apply save that nothing in this clause shall impose an obligation on either party to disclose information which it would be precluded from providing under the Act.
- 22.5 The Consultant shall declare any actual or potential conflict of interest which might conflict with the interests of the TMO or the Council and this information must immediately be notified to the Consultancy Services Manager.

23.0 PRESS AND PUBLICITY

- 23.1 The TMO and Council's aim is for the highest standard of presentation of the image of their activities to the public and to ensure a fair and favourable reputation for their services via effective communication to the media and the public. The Consultant will be required to comply with the Council's Code of Practice for Publicity.
- 23.2 All information and publicity concerning the TMO and Council's activities and those of the Consultant in connection with this Agreement shall be approved by the TMO.
- 23.3 All enquiries received by the Consultant from press, radio, television or other media which may concern the TMO or Council shall be referred to the TMO's Head of Press and Public Relations.

23.4 The Consultant shall notify the TMO well in advance of any activity under this Agreement which is likely to achieve publicity to enable the TMO's Press Office to take a positive approach to such activities and deal with them appropriately.

23.5 On no account should the Consultant use or adapt the TMO or Council corporate logos or images without prior written approval of the TMO.

24.0 GRATUITIES

24.1 The Consultant shall not, whether himself or by any partner or director engaged in the provision of the Service, or by any person employed by him, or by any Sub-Consultant working with him, in provision of the Service, solicit or accept any gratuity, tip or other form of money taking or reward, collection or charge for any part of the Service other than charges properly approved by the TMO in accordance with the provision of the Agreement.

25.0 INDUCEMENTS

25.1 The Consultant shall not offer, give or agree to give, to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do, or for having done, or forborne to do, any action in relation to the obtaining or execution of this Agreement or any other contract with the TMO or Council or for showing, or forbearing to show, favour or disfavour to any person employed by or Sub-Consultant working with the TMO or Council. Nor shall any like act be done by any person employed by or sub-consultant working with the Consultant or acting on his behalf (whether with or without the knowledge of the Consultant), nor in relation to this Agreement or any other contract with the TMO or Council shall the Consultant or any other person employed by him, or Sub-Consultant working with him, or acting on his behalf commit any offence under the Prevention of Corruption Acts 1889 to 1916, or give any fee or award, the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972.

26.0 AGENCY

26.1 Neither the Consultant nor his personnel nor his Sub-Consultants shall in any circumstances hold himself or themselves out as being a servant or agent of the TMO or the Council otherwise than in circumstances expressly or necessarily implied by the Agreement.

26.2 Neither the Consultant nor his personnel nor his Sub-Consultants shall in any circumstances hold himself or themselves out as being authorised to enter into any contract on behalf of the TMO or Council or in any other way to bind the TMO or Council to performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or necessarily implied by the Agreement.

26.3 Neither the Consultant nor his personnel nor his Sub-Consultants shall in any circumstances hold himself or themselves out as having the power to make, vary, discharge or waive any statutory obligation of the TMO or Council.

27.0 INSURANCE AND INDEMNITIES

- 27.1 The Consultant shall maintain Professional Indemnity Insurance in an amount each year of not less than £2,000,000 (Two million pounds) in respect of each and every claim or series of claims arising out of one event for a period of one year from the date of completion of the Services and provided that such insurance is available at commercially reasonable rates from a reputable insurer. The Consultant shall inform the TMO if such insurance ceases to be available at commercially reasonable rates in order that the Consultant and the TMO can discuss the means of best protecting their respective positions.
- 27.2 The Consultant shall release, indemnify and keep indemnified the TMO on demand from and against all liability or claim, actions, demands, costs, charges and expenses which may arise out of or in consequence of the non-performance of the Consultant of its obligations under the Agreement.
- 27.3 The Consultant is also required to release, indemnify and keep indemnified the TMO on demand against any liability or claim arising from personal injury, death or damage to or loss of property caused by the Consultant's negligence and is required to maintain Public Liability Insurance and Employer's Liability Insurance in respect of such claims. Public Liability Insurance shall cover the TMO as principal. The minimum cover required to be maintained is £5,000,000 (Five million pounds).
- 27.4 The Consultant shall ensure that suitable (as determined by the Consultancy Services Manager) levels of insurance cover are maintained by all Sub-Consultants.
- 27.5 The Consultant shall on demand produce to the Consultancy Services Manager copies of his insurers Certificate of Indemnity issued on renewal of the policies of insurance required above verifying the level of cover and the period of insurance.

28.0 CO-OPERATION

- 28.1 If requested to do so, the Consultant shall provide to the Council's Director of Law and Administration any relevant information in connection with any legal inquiry, Court proceedings or Tribunal in which the TMO may become involved or any relevant disciplinary hearing or investigation internal to the TMO or Council and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Service under this Agreement.
- 28.2 The Consultant shall, immediately upon becoming aware of the same, notify the Consultancy Services Manager of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Service.
- 28.3 The Consultant shall co-operate fully and in a timely manner with any request from time to time of any auditor (whether internal or external) of the TMO or the Council or the ombudsman or the London Fire Brigade to provide documents or to procure the provision of documents relating to the project and to provide or procure the provision of any oral or written explanation relating to the same.

29.0 LEGAL ADVICE

- 29.1 In the event of it becoming necessary for the Consultant to seek legal advice on behalf of the TMO, or to protect the TMO or Council's best interests in connection with the Service, he shall, in the first instance, notify the Consultancy Services

Manager who will instruct the Council's Director of Law and Administration to provide advice.

30.0 WAIVER

- 30.1 Failure by the TMO at any time to enforce the provisions of the Agreement or require performance by the Consultant of any of the provisions of the Agreement, shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement, or any part thereof, or the right of the TMO to enforce any provision in accordance with its terms.

31.0 SEVERANCE

- 31.1 If any provision of this Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

32.0 DISPUTES

- 32.1 In the event that either party is dissatisfied with the conduct of the other party in relation to performance of this Agreement the Chief Executive on behalf of the TMO and the project Partner or Director on behalf of the Consultant may send a Notice of Dissatisfaction to the other party setting out the matter to which the notice relates, the reason for such dissatisfaction and, where relevant, the action that is to be taken under the terms of the Agreement.
- 32.2 In any case, where the TMO also intends to withhold any payment otherwise due under the Agreement, the notice referred to in clause 32.1 will include a notice of intention to withhold payment. Such written notice shall be given no later than 7 days before the final date for payment.
- 32.3 On receipt of a notice the parties shall use their reasonable endeavours to agree a solution to the notified dissatisfaction. If the matter cannot be resolved to the parties' satisfaction the dispute or difference shall be determined by legal proceedings.
- 32.4 The procedures under this clause 32 are without prejudice to the rights of either party to refer any dispute or difference to Adjudication (any such reference shall be in accordance with 'Model Adjudication Procedures', published by the Construction Industry Council, current at the date of reference).

33.0 EXCLUSION OF WARRANTY

- 33.1 The TMO has used reasonable endeavours to provide information it believes is relevant to the service but cannot give any warranty as to the accuracy of any representation which may have been made to the Consultant prior to his entering into this Agreement and the Consultant acknowledges that he did not rely upon any representation made by or on behalf of the TMO when entering into this Agreement.

34.0 THIRD PARTY RIGHTS

- 34.1 Save as expressly provided in clause 34.2 of this Agreement it is not intended that any party who is not a party to this Agreement shall have the right to enforce any of the obligations, rights or provisions contained in this Agreement and any rights under the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.
- 34.2 The parties intend that this Agreement may be enforced by the Royal Borough of Kensington and Chelsea pursuant to Section 1 (1) of the Contracts (Rights of Third Parties) Act 1999.

35.0 EQUAL OPPORTUNITIES

- 35.1 The Consultant shall comply with and not unlawfully discriminate within the meaning and scope of all legislation which may be in force from time to time relating to gender, race, religion, marital status, sexual orientation, age or disability.
- 35.2 The Consultant shall do all such things as from time to time may be reasonably required by the TMO to facilitate compliance by the TMO with section 71 of the Race Relations Act 1976 and the Race Relations (Amended) Act 2000 having regard to the need to eliminate unlawful racial discrimination and positively to promote equality of opportunity and good relations between persons of different racial groups.
- 35.3 The Consultant shall take all reasonable steps to secure that their staff, agents and all Sub-Consultants employed in connection with the Service do not unlawfully discriminate as set out in this condition 35.

PART 4: QUOTATION INSTRUCTIONS

1.0 BASIS OF TENDERS

- 1.1 Tenders are to be submitted on the basis of the information contained in the Consultant's Brief Parts 1, 2, 3, 4 and Appendices all of which form part of this Quotation Documentation together with the Quotation Form, the Certificate of Bona Fide Tendering and the Statement in Relation to the Freedom of Information Act.
- 1.2 Any questions which may arise with regard to the interpretation of, or additional information required to clarify the interpretation of, these Quotation Documents are to be submitted in writing via post, facsimile or email to the Consultancy Services Manager see Part 1: General Information and Requirements for details).
- 1.3 All queries must be received by the TMO no later than 7 days before the date for submission of the Quotation. The TMO cannot undertake to answer any query received after this time but will use all reasonable endeavours to respond before the Quotation closing date
- 1.4 The TMO's responses to queries raised by individual Consultants may be circulated to all Consultants.
- 1.5 It is deemed that any Consultant submitting a Quotation has carried out all investigations and enquiries, obtained all necessary information and sought all necessary professional and other advice before submitting their Quotation.
- 1.6 It is deemed that all Quotations are submitted on the basis of the information and terms and conditions contained in this Quotation Document (and any amendments agreed during the Quotation Period) and that by submitting their Quotation a Consultant accepts that, should they be selected, no variation or amendment will be made to the terms and conditions on which their tender was based prior to entering into an Agreement with the TMO.

2.0 FEE QUOTATIONS

- 2.1 Fee quotations shall be submitted, on the Form provided for provision of the Services detailed in Parts 1, 2, 3 and Appendices of the Consultant's Brief. Quoted prices shall be for the complete services, including those parts that would be sub-let to Sub-Consultants.
- 2.2 Consultants shall indicate whether they would be able to complete the service within 6 months. Prices shall be submitted for completing within 12 months and 6 months as follows:
 - 2.2.1 FRA Reports: a lump sum fee per block inclusive of all services and expenses.
 - 2.2.2 FRA reviews: a lump sum fee per block inclusive of all services and expenses.
 - 2.2.3 Floor Plans: a lump sum fee per block inclusive of all services and expenses.
- 2.3 Time Charge Rate for ad hoc services: hourly rates for all staff grades inclusive of all expenses.

- 2.4 Sub-Letting: Consultants shall insert the parts of the service they propose to sub-let and the names of the Sub-consultants. If they do not propose to sub-let any part of the service please insert **N/A**.
- 2.5 Insurances. Consultants shall insert the levels of Professional Indemnity, Public Liability and Employer's Liability insurances currently held and renewal dates. (See Part 3: Terms and Conditions for the minimum limits)
- 2.5 Blocks (see items 2.2.1 – 3 above) are classified in five sizes:-
- | | |
|-------------|----------------------|
| Very small | Up to 10 dwellings |
| Small | 11 to 50 dwellings |
| Medium | 51 to 100 dwellings |
| Large | 101 to 150 dwellings |
| Extra large | Over 150 dwellings |

3.0 CERTIFICATES AND STATEMENTS

- 3.1 Consultants shall certify that the quotation they have submitted is competitive and are required to sign and return the Bona Fide Quotation Certificate.
- 3.2 Under the Freedom of Information Act 2000 (the Act) the public have a general right of access to information held by the TMO (Employer). This right of access to information not only includes information about the Employer's contracts but also its procurement arrangements with potential Consultants. This right does not extend to information which is commercially sensitive or otherwise "exempt" from disclosure under the Act. As a consequence, only information that is genuinely commercially sensitive or otherwise exempt information as defined in the Act may be held in confidence by the Employer. Consultants are therefore required to complete and return with their tender the Statement in Relation to the Freedom of Information Act 2000 identifying those areas in their quotation that they consider are commercially sensitive giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by the Employer and for how long may be subject to discussion as part of the quotation process and during post-quotation negotiations (if any).
- 3.3 The TMO reserves the right to hold all or any information from quotations in confidence or disclose it whether or not it is identified as commercially sensitive by the Consultant where confidentiality or disclosure is necessary to comply with the TMO's legal duties and lawful discretion generally or in relation to the tender process.

4.0 ADDITIONAL INFORMATION

- 4.1 Consultants are required to submit the following additional information with their quotation:-
- 4.1.1 An example of the Standardised Format to be used to record each FRA and also the standard format to be used to record each FRA review.
- 4.1.2 A FRA report recently completed for another client (with identification details suitably obscured if necessary). Ideally this should cover communal areas if a residential block.

- 4.1.3 Details of professional qualifications, in particular fire risk assessment qualifications, and experience of the Project Leader and proposed team members who will carry out the assessments.

5.0 AGREEMENT

- 5.1 It is intended to enter into a formal written Agreement with the successful Consultant which shall incorporate the Brief Parts 1, 2, 3, 4 and Appendices and the Consultant's Quotation. Until the execution of the Agreement the successful quotation submission together with the TMO's written acceptance will form a binding agreement between the TMO and the successful consultant.

6.0 NON-SUBMISSION, QUALIFICATIONS AND ERRORS

- 6.1 If upon examination of the Quotation Document a Consultant decides not to submit a quotation he shall inform the TMO immediately and return all documents, with a covering letter, to the Consultancy Services Manager.
- 6.2 Alterations to any part of the Quotation Document, other than amendments authorised in writing by the Consultancy Services Manager during the quotation period, will not be permitted and will, if made, be ignored.
- 6.3 If any qualifications and/or errors are found in a submitted Quotation, the Single Stage Selective Tendering Procedures Alternative 1 will apply.
- 6.4 Failure to complete fully all sections of the Quotation Form or provide required information (see Items 6.1 d) and e) below) will result in disqualification.

7.0 QUOTATION SUBMISSIONS

- 7.1 Consultants shall submit the following:-

- a) Quotation Form completed
- b) Bona Fide Quotation certificate completed
- c) Statement in Relation to the Freedom of Information Act 2000 completed
- d) Additional Information
 - i) An example of the Standardised Format to be used to record each FRA and also the standard format to be used to record each FRA review.
 - ii) A FRA report completed recently for another client. Ideally this should cover the communal areas of a residential block (with identification details suitably obscured if necessary).
 - iii) Details of professional qualifications, in particular fire risk assessment qualifications, and experience of the Project Leader and proposed team members who will carry out the assessments.

- 7.2 Quotations are to be received by 12 noon on **Monday 10th August 2009**. Quotations received after the stated time will be disqualified. Quotations shall be returned by hand or by post in the envelope provided.

8.0 QUOTATION EVALUATION

- 8.1 Quotations will be evaluated on all the prices and information contained in the quotation submissions.
- 8.2 The assessment of the quotation bids will be based on the submitted prices for all parts of the service and the contract will be awarded on the basis of the offer considered by the TMO to give best value overall.
- 8.3 The TMO does not undertake to accept the lowest or any offer.

Potentially High Risk Blocks

Block	Address	Storeys	No. of Flats	Estate Staff Contact
Trellick Tower	5 Golborne Rd, W10 5PA	30+ stories -	217	Clinton Hegarty
Grenfell Tower	Grenfell Road, W11 1TG	20 storey	120	Paul Steadman
Adair Tower	Appleford Road, W10 5EA	20 Storey	78	Robert Regan
Hazlewood Tower	Golborne Gardens, W10 5DT	20 storey	78	Pat Dunlea
				Clinton Hegarty
Worlds End Estate - consists of	Blantyre Street SW10			Gary Chin-Fatt
Ashburnham Tower		20 storey	50	Steve Millar
Berenger Tower		20 storey	51	
Blantyre Tower		20 storey	65	
Dartrey Tower		20 storey	49	
Greaves Tower		20 storey	62	
Chelsea Reach Tower		20 storey	65	
Whistler Tower		20 storey	61	
Berenger, Blantyre, Dartrey & Whistler Walk,		1st floor - Worlds End Estate	125	
Middle Dartrey, Upper Berenger, Upper Blantyre, Upper Dartrey, Upper Whistler Walks		Middle Dartrey on 2nd Floor. Uppers on 4th floor	221	
Dartrey sheltered scheme	Clubroor. at 11/12 Dartrey Walk	1st floor - Worlds End Estate		
Silchester Estate	Silchester Rd/Darfield Way W10			Ozwaldo Martinez
Dixon House		20 floors	80	
Frinstead House		20 floors	80	
Markland House		20 floors	80	
Whitstable House		20 floors	80	
King Charles House		grd & 10 floors	40	Boniface Enoch
Raymede Tower		grd & 10 floors	55	Pat Coughlin
Treverton Tower		grd & 10 floors	55	Pat Coughlin

Sir Thomas More Estate	Beaufort Street, SW3			Boniface Enoch
Burleigh House, SW3		6 floors (incl basement)	42	
Cadogan House		6 floors (incl basement)	49	
Dacre House		6 floors (incl basement)	47	
Winchester House		6 floors (incl basement)	56	
Kingsley House		6 floors (incl basement)	48	
Cremorne Estate	Milman Street, SW10			Boniface Enoch
Gillray House		grd & 7 floors**	32	
Riley House		grd & 7 floors**	32	
Lacland House		grd & 7 floors**	32	
Milman House		grd & 7 floors**	32	
Elm Park Gardens				Greg Dyer Martin Walsh Darren Short
Elm Park House	Fulham Road, SW10	grd & 11 floors & basement garage	60	
5 Elm Park Gdns, SW10			40	
7 Elm Park Gdns, SW10			40	
67 Elm Park Gdns, SW10			39	
1 Elm Park Gardens, SW10			5	
4 Elm Park Gardens, SW10			9	
10 Elm Park Gardens, SW10			8	
16 Elm Park Gardens, SW10			8	
22 Elm Park Gardens, SW10			8	
28 Elm Park Gardens, SW10			8	
34 Elm Park Gardens, SW10			8	
35 Elm Park Gardens, SW10			10	
39 Elm Park Gardens, SW10			6	
40 Elm Park Gardens, SW10			9	
44 Elm Park Gardens, SW10			8	
49 Elm Park Gardens, SW10			49	
52 Elm Park Gardens, SW10			4	
55 Elm Park Gardens, SW10			9	
62 Elm Park Gardens, SW10			6	
68 Elm Park Gardens, SW10			25	

71 Elm Park Gardens, SW10			10	
74 Elm Park Gardens, SW10			10	
80 Elm Park Gardens, SW10			10	
86 Elm Park Gardens, SW10			10	
92 Elm Park Gardens, SW10			10	
93 Elm Park Gardens, SW10			40	
98 Elm Park Gardens, SW10			10	
104 Elm Park Gardens, SW10			10	
110 Elm Park Gardens, SW10			9	
Sheltered blocks				
Burgessfield		sheltered/care		Aubrey Mulrain
Jean Darling House	Milman Street, SW10	sheltered		Boniface Enoch
Chelsea Farm House	Milman Street, SW10	sheltered		Boniface Enoch
Whitchurch & Blechynden Houses	3 Kingsdown Close, W10 6SL	sheltered	40	Ozwaldo Martinez
1, Nursery Lane	Highlever Road W10	sheltered	35	Ozwaldo Martinez
70 Tavistock Rd, W10		sheltered	35	Aubrey Mulrain
Temporary Accommodation				
6 Hesketh Place		Temporary accommodation-grd & 3 floors		Dave Hill
6 Runcorn Place		Temporary accommodation		Jimmy Hinds
7 Runcorn Place		Temporary accommodation		Jimmy Hinds
36 Oxford Gdns				Joe Edwards
41 Cambridge Gdns				Dave Hill
130 Lancaster Road, W11				Dave Hill
Grove House				
Chelsea Manor Street, SW3		grd & 4 floors	120	Terry McGill
Hereford House	370-2 Fulham Road, SW10 9UY	2ndry escape no longer viable	30	Boniface Enoch
Kensal House	Ladbroke Grove, W10	grd & 3 floors	68	Pat Coughlin
Nottingwood House	Clarendon Road, W11	Grd & 4/5?	100	
Octavia House	Southern Row, W10	Grd & 4??	68	Ronnie Wright
9 Colville Sq, W11 2BD		conversion, basement, grd & 4/5 floors	6	Pat Dunlea
11-12 Colville Sq, W11 2BD		conversion, basement, grd & 4/5 floors	12	Pat Dunlea
14 Colville Sq, W11 2BQ			12	Pat Dunlea
32 Dawson Place, W2 4TJ		Grd & 3 floors	7	Ken Wilson
140 Lexham Gdns, W8 6TE		basement, ground & 3 floors??	10	John Whall

65 Elgin Crescent, W11 2JE		4 floors	8	Pat Dunlea
67 Elgin Crescent, W11 2JE		4 floors	5	Pat Dunlea
62 Finborough Road, SW10		4/5 floors	52	Terry McGill
Walnut Tree House	Tregunter Road, SW10 9DG		38	Terry McGill
68 Flood Street, SW3		grd & 3 floors- afd in common parts	8	Boniface Enoch
1 Pembridge Sq		2ndry escape - viable?? Grd & 3/4??		Ken Wilson
Mulberry Close	Beaufort Street, SW3	Grd & 4 floors	40	Boniface Enoch
1-12 Morgan Road, W10			12	Aubrey Mulrain
Cecil Court	Fawcett Street, SW10	5 floors?	22	
Clydesdale House	255 Westbourne Park Road, W11	grd & 5 floors	30	Pat Dunlea
Lowerwood Court	Ladbroke Grove / Westbourne Pk Rd, W11	grd & 8 floors**	64	Pat Dunlea
Lonsdale House	Lonsdale Road, W11	7 floors **	80	Ken Wilson
Camelford & Upper Camelford Walks	Lancaster West Estate, W11	3 floors	59	
Campden Houses	Peel Street, W8	5 floors	134	John Whall
359-361 Kings Rd		grd & 4		Boniface Enoch
94 Ladbroke Grove		basement, grd & 3		Pat Dunlea
172-4 Ladbroke Grove		basement & 3		Pat Dunlea
34 Oxford Gdns		grd & 5		Aubrey Mulrain
6 Stanley Gardens		basement, grd & 4 floors		Ken Wilson
Longlands Court		2ndary escape across the roof void -		Ken Wilson

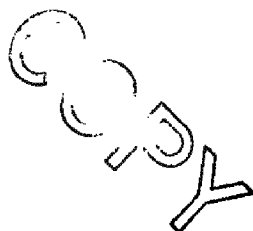
Key: ** Blocks where properties on the upper floors have a secondary means of escape accessed from within their home

Estate Staff	Mobile Telephone Numbers
Clinton Hegarty	
Ronnie Wright	
Boniface Enoch	
Pat Coughlin	
Pat Dunlea	
Ken Wilson	
Aubrey Mulrain	
John Whall	
Terry McGill	
Ozwaldo Martinez	
Dave Hill	
Joe Edwards	

Jimmy Hinds

Freephone: [REDACTED]
www.kctmo.org.uk

Salvus Consulting Ltd
[REDACTED]



Direct Line:
Facsimile:
e-mail:
Date:

Kensington
& Chelsea



[REDACTED]
jrhyms@kctmo.org.uk
2 September 2009

For the attention of Mr A Furness

Our Reference
JCR/i921a

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
PHASE 1 – HIGH RISK BLOCKS
APPOINTMENT OF CONSULTANT**

I enclose herewith two copies of the Agreement.

Please sign both copies and return one copy of the complete document to me.

The signatory to this Agreement must be a partner, director or other person authorised to sign on behalf of the firm or practice.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Helen Evans

The Royal Borough of
Kensington & Chelsea
Tenant Management
Organisation Ltd.

Registered Office:
Charles House,
375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

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APPOINTMENT OF CONSULTANT

FIRE RISK ASSESSMENTS
PHASE 1 – HIGH RISK BLOCKS

AGREEMENT

THE CLIENT: *The Royal Borough of Kensington and Chelsea
Tenant Management Organisation Limited*

wishes to appoint

THE CONSULTANT: *Salvus Consulting Ltd*

to carry out the first phase of Fire Risk Assessments on the Council's high risk blocks as more particularly described in the attached documents.

The TMO has accepted the fee tender dated 7th August 2009 submitted by the Consultant (copy attached) and the Consultant shall commence the assessments on 24th September 2009.

Signed: _____ Date: _____
Russell Thompson
Head of Asset Strategy and Investment

For and on behalf of: Royal Borough of Kensington and Chelsea
Tenant Management Organisation Limited
Charles House
375 Kensington High Street
London W14 8QH

I/WE ACCEPT THIS APPOINTMENT under the terms detailed herein.

Signed: _____ Date: _____

Name: _____

Position: _____

For and on behalf of: **Salvus Consulting Ltd**



ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

QUOTATION FORM

We Salvus Consulting Ltd having examined the Consultants' Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1, 2, 3, 4 and Appendices within 12 months for the amounts inserted below.

We ~~*are/are not*~~ capable of completing the assessments and surveys within 6 months and ~~*have/have not*~~ inserted prices accordingly.

(* Delete where not applicable)

Fixed Price Lump Sums

12 months

6 months

FRA REPORTS

Very small blocks

£ 195-00 £ 195-00

Small blocks

£ 265-00 £ 265-00

Medium blocks

£ 350-00 £ 350-00

Large blocks

£ 565-00 £ 565-00

Extra large blocks

£ 895-00 £ 895-00

Fixed Price Lump Sums

FRA REVIEWS

	<u>12 Months</u>	<u>6 Months</u>
Very small blocks	£ <u>160-00</u>	£ <u>160-00</u>
Small blocks	£ <u>235-00</u>	£ <u>235-00</u>
Medium blocks	£ <u>315-00</u>	£ <u>315-00</u>
Large blocks	£ <u>510-00</u>	£ <u>510-00</u>
Extra large blocks	£ <u>815-00</u>	£ <u>815-00</u>

FLOOR PLANS

Very small blocks	£ <u>75-00</u>	£ <u>75-00</u>
Small blocks	£ <u>125-00</u>	£ <u>125-00</u>
Medium blocks	£ <u>215-00</u>	£ <u>215-00</u>
Large blocks	£ <u>325-00</u>	£ <u>325-00</u>
Extra large blocks	£ <u>0.80p/sqm</u>	£ <u>0.80/m²</u>

TIME CHARGE RATES

<u>Discipline</u>	<u>Level of Staff</u>	<u>Rate per hour</u> £
FIRE RISK ASSESSMENT	FIRE SAFETY ADVISOR	75
FIRE SAFETY CONSULTANCY	SENIOR FSA	95
PROTECT MANAGER	SNR MANAGER	50
ADMINISTRATOR	ADMIN SUPPORT	25
PLAN ANNOTATOR	TECHNICAL	38

We propose to SUB-LET parts of the Service as follows:-

Name of Sub-Consultant

Part of Service

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity	£ <u>1,000,000</u>	<u>27/5/10</u>
Public Liability	£ <u>5,000,000</u>	<u>22/2/10</u>
Employers Liability	£ <u>10,000,000</u>	<u>22/2/10</u>

We will raise level to £2,000,000 for contract

WE AGREE that this quotation shall be on a firm price basis with prices fixed until 31st August 2011 and will not be subject to adjustments for any increases or decreases in wages or prices of equipment on which the prices have been calculated until after this date.

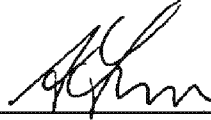
WE FURTHER AGREE that we will not adjust the amount of the quotation in accordance with any agreement or arrangement with any person other than the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.

WE FURTHER AGREE to hold this quotation open for acceptance by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited for a period of thirteen weeks from the date of submission.

WE FURTHER AGREE that until a contract is completed, this quotation and acceptance thereof by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited, signified by letter, shall constitute a binding contract.

WE DECLARE that this quotation is submitted on the basis of the information and terms and conditions contained in the Project Brief for Consultants Parts 1, 2 and 3 and the invitation letter and on the understanding that by submitting this quotation, the terms and conditions are accepted by us and no variation or amendment will be made to any part of the Project Brief and WE UNDERTAKE to enter into a Contract with the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited incorporating the Project Brief for Consultants Parts 1, 2 and 3.

Signed:

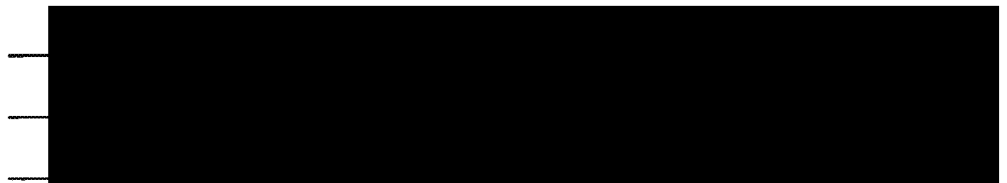


Name (Print):

A FURNESS (MD)

For and on behalf of:

SALVUS CONSULTING LTD



Date:

7/8/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

BONA FIDE QUOTATION

The essence of selective tendering is that the Client shall receive bona fide competitive tenders/quotations from all those invited to do so. In recognition of this principle we certify that this is a bona fide quotation intended to be competitive and that we have not fixed or adjusted the quotation by or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following:-

1. Communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed quotation or make up of the consortium (if appropriate) except where the disclosure in confidence was necessary to obtain professional indemnity insurance.
2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

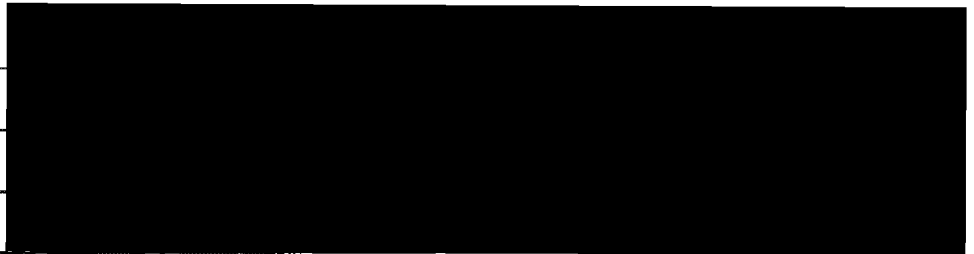
Signed:



Name (Print):

A. FURNESS

For and on behalf of:



Date:

1/8/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

**STATEMENT IN RELATION TO THE FREEDOM OF
INFORMATION ACT 2000**

We acknowledge that the TMO has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we ~~wish/do not wish~~ to request an exemption for the information provided to the TMO in preparation and completion of our quotation for consultancy services with the TMO.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the quotation process all information provided to the TMO by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the TMO.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

Exemption(s) Claimed	Information	Minimum Period of Exemption
Sections 41 and 43	ALL COSTINGS ASSOCIATED WITH THIS TENDER/CONTRACT	3 months
Sections 41 and 43		

If for any reason the TMO considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact + ANDREW P FURNESS SALJUS. This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the TMO in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of calfordseaden's representative

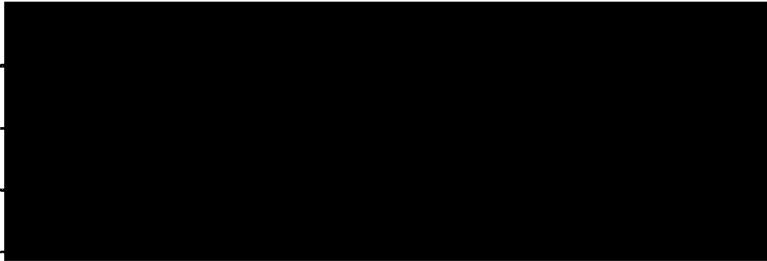
Signed:



Name (Print):

A FURNESS

For and on behalf of:



Date:

7/8/09

Freephone: [REDACTED]
www.kctmo.org.uk



Firecare999
113 High Street
Ruislip
London HA4 8JN

Direct Line: [REDACTED]
Facsimile: [REDACTED]
e-mail: jrhymes@kctmo.org.uk
Date: 27 August 2009

For the attention of Mr M Dunne

Our Reference
JCR/inv2b

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
QUOTATION FOR CONSULTANCY SERVICES**

Thank you for submitting a fee quotation and attending the interview.

I apologise for the delay in notifying you of the outcome. The analysis process has taken longer than anticipated. We have had to take into consideration not only the fee quotations but also the written information submitted with the quotations and the interviews. Added to this holidays and part time working have interrupted the process.

I regret to inform you that you have not been successful. Your technical and managerial ability were very good and you were given the top marks following the interview, but only marginally in front of the second placed consultant. The panel felt that as there was so little to choose between the first two consultants the final decision had to be made on price and unfortunately, when we calculated the total cost using the rates quoted by each consultant, your total price was the highest of the four submissions.

Thank you for participating in this quotation exercise.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Helen Evans

The Royal Borough of
Kensington & Chelsea
Tenant Management
Organisation Ltd.

Registered Office:
Charles House,
375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

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TMO10037438/89

Freephone: [REDACTED]
www.kctmo.org.uk



RPS Safety Services Ltd
Archdeaconry House
Gravel Walk
Peterborough
PE1 1YU

Direct Line: [REDACTED]
Facsimile: [REDACTED]
e-mail: jrhymes@kctmo.org.uk
Date: 27 August 2009

For the attention of Ms D Smith

Our Reference
JCR/inv3b

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
QUOTATION FOR CONSULTANCY SERVICES**

Thank you for submitting a fee quotation and attending the interview.

I apologise for the delay in notifying you of the outcome. The analysis process has taken longer than anticipated. We have had to take into consideration not only the fee quotations but also the written information submitted with the quotations and the interviews. Added to this, holidays and part time working have interrupted the process.

I regret to inform you that you have not been successful. Your technical ability was considered to be good but the interview panel had reservations about your management skills and as a consequence placed you in third place (out of four) following the interview. We still analysed all the prices submitted and when the total costs were calculated using the rates quoted by each consultant, your total price was the second highest of the four submissions.

Thank you for participating in this quotation exercise.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Helen Evans

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Freephone: [REDACTED]
www.kctmo.org.uk



Fire Protection Association
London Road
Moreton-in-Marsh
Gloucestershire GL56 0RH

Direct Line: [REDACTED]
Facsimile: [REDACTED]
e-mail: jrhyms@kctmo.org.uk
Date: 27 August 2009
Date:

For the attention of Ms K Helm

Our Reference
JCR/inv4b

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

FIRE RISK ASSESSMENTS QUOTATION FOR CONSULTANCY SERVICES

Thank you for submitting a fee quotation and attending the interview.

I apologise for the delay in notifying you of the outcome. The analysis process has taken longer than anticipated. We have had to take into consideration not only the fee quotations but also the written information submitted with the quotations and the interviews. Added to this, holidays and part time working have interrupted the process.

I regret to inform you that you have not been successful. The interview panel felt that, compared to the other three consultants, your experience and technical and managerial abilities were limited and as a consequence marked you into fourth place. We did analyse completely the fee submissions and when the total costs were calculated using the rates quoted by each consultant, your total price was the second lowest, a very competitive fee quotation.

Thank you for participating in this quotation exercise.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Helen Evans

The Royal Borough of
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375 Kensington High Street,
London W14 8QH

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& Wales No. 3048135
VAT No. 672 0689 19

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TMO10037438/91

Freephone: [REDACTED]
www.kctmo.org.uk

COPY

Kensington
& Chelsea



Salvus Consulting Ltd
[REDACTED]

Direct Line:
Facsimile:
e-mail:
Date:

[REDACTED]
jrhymes@kctmo.org.uk
26 July 2009

For the attention of Mr A Fumess

Our Reference
JCR/inv5b

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
LETTER OF INTENT**

Thank you for submitting a fee quotation and attending the interview.

Further to recent correspondence and satisfactory responses to our additional queries, I am pleased to inform you that your fee quotation has been accepted and it is our intention to appoint you to carry out the first stage of Fire Risk Assessments on the Council's high risk blocks.

I will prepare your formal appointment which you should receive within the next week. In the meantime, Janice Wray will arrange with you a project briefing meeting and a meeting with the Fire Brigade both of which shall take place before the agreed start date of 24th September 2009.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Helen Evans

The Royal Borough of
Kensington & Chelsea
Tenant Management
Organisation Ltd.

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375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

TMO I0037438_0092

TMO10037438/92

Janet Rhymes

From: Janet Rhymes
Sent: 26 August 2009 13:34
To: 'Andrew Furness'
Cc: Janice Wray; Liam Good
Subject: Fire Risk Assessments - Letter of Intent
Attachments: Letter of Intent. Salvus.doc

Andrew

Please find attached our letter of intent.

A hard copy will be in the post (to your office) tomorrow.

Janet

27/08/2009

TMO10037438_0093

TMO10037438/93

Janet Rhymes

From: Andrew Furness [andrewfurness@salvus-consulting.co.uk]
Sent: 26 August 2009 18:27
To: Janice Wray
Cc: Ann.Muchmore@rbkc.gov.uk; Janet Rhymes; Valerie Sharpies; Liam Good; Adrian Bowman; Kim
Subject: RE: Fire RiskAssessments - high risk blocks KCTMO

Hello Janice
we are delighted you are appointing us to assist you.
I have received the email from Janet and look forward to receiving hard copy of the letter.

I am available for a meeting morning of the 7th, shall we say 09.30hrs?

I will ask my PA Kim to look through my calendar and liaise with a date to meet the LFB

I too am looking forward to working with you
best regards

Andy

Andrew P Furness
Managing Director

Salvus Consulting Ltd

Safety Management & Training

Tel: [REDACTED]
Mobile: [REDACTED]
Fax: [REDACTED]

visit us at <http://salvus-consulting.co.uk>

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From: Janice Wray [mailto:jwray@kctmo.org.uk]
Sent: 26 August 2009 12:16
To: Andrew Furness
Cc: Ann.Muchmore@rbkc.gov.uk; Janet Rhymes; Valerie Sharpies; Liam Good; Adrian Bowman

27/08/2009

TMO10037438_0094

TMO10037438/94

Subject: RE: Fire Risk Assessments - high risk blocks KCTMO

Andrew

Thanks for coming back to me so promptly. I have consulted my colleagues and we are happy with your responses to our additional queries. I would advise that you will be hearing officially from our Professional Services Officer, Janet Rhymes, in the next few days. (I believe that she will send you a Letter of Intent electronically in the next 2 days and will follow this up with the appointment letter in the post early next week.) I would like to confirm the proposed start date of the 24th September.

I would be grateful if we could agree some dates with you to meet in advance of the programme commencing. Specifically, could you advise on your availability for the following -

1. Briefing meeting at our offices week commencing 7th September - preferably either monday 7th -am or Tuesday 8th -pm
2. Meeting with the local Fire Safety Officers - I have not yet checked their availability but can you advise which of the following you could make and then I will contact the FB to finalise a date & time -

Tuesday 15th Sept - am
Wednesday 16th Sept - am
Thursday 17th Sept - pm
Monday 21st Sept - am
Tuesday 22nd Sept - am or pm

Please advise

Look forward to working with you

Janice Wray
Health & Safety Adviser

Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH

Tel: [REDACTED]
www.kctmo.org.uk

From: Andrew Furness [mailto:andrewfurness@salvus-consulting.co.uk]
Sent: 25 August 2009 21:08
To: Janice Wray
Cc: Janet Rhymes; Ann.Muchmore@rbkc.gov.uk; Liam Good; Valerie Sharpies; Adrian Bowman
Subject: RE: Fire Risk Assessments - high risk blocks KCTMO

Hello Janice

I am sorry not to be able to talk to you face to face as I am up here in Liverpool
Having read through your email there appears to be no particular issues from our end, we did in fact have a team meeting following my brief conversation with Janet last week.
with regard to you queries from ease I have indicated our responses in blue below, and trust that these will assist you in your selection process.

please do respond to this email if you have any further queries and I will respond tomorrow night.

I look forward to having the opportunity to hopefully working with you and your team in the future

27/08/2009

TMO10037438_0095

TMO10037438/95

best regards
Andrew

From: Janice Wray [mailto:jwray@kctmo.org.uk]
Sent: 25 August 2009 12:16
To: Andrew Furness
Cc: Janet Rhymes; Ann.Muchmore@rbkc.gov.uk; Liam Good; Valerie Sharpies; Adrian Bowman
Subject: Fire Risk Assessments - high risk blocks KCTMO

Andrew,

I believe that you are out of the office all week but you are contactable by e-mail and mobile. I wanted to raise a few points with you in relation to this project and I would appreciate it if you were able to let me have a written response by Thursday (e-mail would be fine). Specifically -

1. Plans

As discussed we will not be able to provide any plans for our buildings. We appreciate you were not initially anticipating having to produce plans for each block, however, can you please advise what is the likely impact of producing all plans? Specifically, does this mean that you will be unable to complete the work within 6 months? We held a team meeting on Friday last week to discuss this very issue of i.e. that of turning around the plans within the 6 month period. We believe that is within our capacity to include the plans within the 6 months, particularly as we will complete them as we undertake the risk assessments themselves with our electronic recording system.

We have no objection to a report being submitted in advance of its plan, however, in the same way as you have given us an undertaking to submit the reports within a fixed period of completing the assessment we would also like you to give us an undertaking for how soon we could expect to receive the completed associated plan. (We have some anxiety about keeping control of the project if there is too long a delay between receipt of reports and receipt of plans.) Please advise on what timescale you propose. I do believe that if you are able to accept a revised timescale of turning the FRA report around in 2 weeks instead of 1 week we can ensure that each FRA will be accompanied by a completed plan. NB There may be a slight delay for the Extra large sites but we anticipate a maximum of 3 working days.

If you are unable to move your position on the FRA report being to you in 1 week (as discussed we would provide you with a 'cautionary report' as an interim report should we find safety critical issues) I would expect delivery within 1 working week for small and small premises, 10 days for Medium and large premises and 14 days for extra large premises (please note these are only estimations and we may well be able to turn the plans around more quickly).

2. Fire Brigade involvement

As advised we have had ongoing negotiations with the FB and they are still keen to monitor our progress in this area. In particular the FB have asked to meet our appointed consultant and to approve the proforma you intend to use in advance of the assessments commencing. Additionally, they would like us to submit to them a copy of the first four completed assessment reports (plus plans) and to meet with them 4-monthly so that they can monitor progress with assessment programme and also progress with implementing recommendations / action plans. Great idea, as we discussed at the meeting our format is known within the fire service - however we are continually looking to improve the format and we would like the LFB involved as much as you wish. Our objective is to ensure we deliver to your specification. Steve and I discussed the need to make contact with your specific enforcement team prior to starting the project.

Additionally, we have had some written correspondence with the FB in relation to some specific blocks and clearly we will provide you with a copy of this in advance of your assessment at each of these blocks. We will be pleased to make use of any information that you receive, we have a number of contacts within the LFB and will be pleased to make use of these in addition to any info you receive. We will include any priority rated high risk blocks within our programming.

3. Action Plans / Recommendations

As discussed previously we are keen to have the Action Plans set out to assist us to direct our limited resources at the areas of highest risk. Therefore, could you confirm that you will be sorting / colour-coding your Action Plans as follows?

27/08/2009

TMO10037438_0096

TMO10037438/96

Legal – required by RRO these issues will be annotated Red (plus any significant life risk that we find)

Recommended – recommended by BS, good practice etc. these will be annotated Amber

Improvement – considered to enhance fire safety these will be annotated green

Additionally, can you confirm that you will maintain an electronic document (probably a spreadsheet) which lists all the Action Plans and that we will receive an updated copy of this on a regular basis - perhaps monthly. I can confirm that we can undertake this - I do have to say I did not cost this into our quotation but I will agree to include this in the time set aside for the monthly meetings.

4. Timescales for Action Plans / Recommendations

Clearly we cannot anticipate what actions will be required in advance of the assessments. However, there is likely to be a variety of remedial works required ranging from straightforward, cheap responsive repairs (which can be instigated immediately) to significant works to improve fire safety (e.g. new doors, new afd etc. where resources may have to be identified, leaseholders may need to be consulted, Building Regns etc. may need to be sought). We are keen that the timescales permitted for the actions are achievable as otherwise the FB will consider that the FRA is not suitable and sufficient. Can you advise how you would approach setting the timescales? Do you have examples that you have used for other residential landlords? please take a look at the sample of the residential FRA action plan that we provided - we have established a 1 - 5 prioritisation schedule and explanation (last page) We can amend the prioritisation based upon your requirements and any LFB guidance

5. Start date

We advised the FB that we would commence the programme of assessments asap and we are therefore seeking a September start date. Please advise what start date you consider achievable. - whilst we are quite busy at present I have made arrangements with the team to bring you FRA project forward in our calendar (a number of our existing clients are flexible regarding timescales) and therefore given our current workload we will be able to commence 24th September 2009 (dependant upon receiving confirmation of contract 29.08.09)

Look forward to receiving your response by Thursday (27th Aug).

Any queries please advise

Thanks

Janice Wray
Health & Safety Adviser

Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH

Tel: [REDACTED]
www.kctmo.org.uk

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TMO10037438_0097

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27/08/2009

TMO10037438_0098

TMO10037438/98

Janet Rhymes

From: Janet Rhymes
Sent: 19 August 2009 13:26
To: 'ann.muchmore@rbkc.gov.uk'
Subject: FW: Fire Risk Assessments

From: Janet Rhymes
Sent: 19 August 2009 13:24
To: Liam Good; Janice Wray; Valerie Sharpies; 'a.muchmore@rbkc.gov.uk'
Subject: Fire Risk Assessments

Re: Follow up meeting with Selvus.

Andrew Fumess is not able to meet with us at all next week owing to a prior commitment. So the meeting provisionally booked for Wednesday at 1 p.m. is cancelled.

He is however contactable by mobile and email so it is proposed that this is how we will proceed once we are clear about the the points we need clarification on (when Janice returns on Monday).

Janet

19/08/2009

TMO10037438_0099

TMO10037438/99

Janet,

Andrew Funness rang at
3.35 pm. He will try again
tomorrow (Wednesday) - unless
you ring him first.

[Signature]

18/08/2009

Delia's of Pen at same time as
before.
we need to check with Taine's if
this is possible.
Quens will be to come to within 6 months.

Envi 33'

Poster with appendage

Andrew Funness

Page 30 - Plan.

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From: Simon Gray [<mailto:sgray@calfordscaden.co.uk>]
Sent: 22 July 2009 13:10
To: Kim Silburn
Cc: Heather Cooper
Subject: FW: Lift procurement works

Kim,

Can you help on this?

Regards

Simon

From: David Callow
Sent: 22 July 2009 10:27
To: Simon Gray
Subject: FW: Lift procurement works

Simon

FYI. Perhaps we can discuss tomorrow or in near future. I am still waiting for comments from K&C TMO which Robin Cahalarn is aware of. I will email Dave Steppel tomorrow if not received by then.

Dave

From: Robin Cahalarn [<mailto:cahalarn@kctmo.org.uk>]
Sent: 22 July 2009 09:12
To: David Callow
Cc: Keith Fifield; Dave Steppel; Philip Olver
Subject: Lift procurement works

David following our conversation yesterday regarding NEC3 contracts, I have attempted to contact Grenville Riley (LAPN) Mob [REDACTED] but he has not replied as of yet.

You were speaking about Grenville's suggestion that we involve Ross Hayes (Anthony Collinson Solicitors 0121 2127449) to discuss NEC3 /option a /option c relative to use of z clauses.

I understand your concern for the lift maintenance contract and you do not want to slow the progress but I would suggest that you wait until Tony Brooks ([REDACTED]) joins (LAPN) CYNTRA in the near future, being as Grenville is leaving this week.

I feel LAPN should be the people advising on contracts and we should not have to incur costs for using solicitors.

Robin Cahalarn
Senior Lift Engineer (RBK&C TMO)

[REDACTED]

10/08/2009

TMO10037438_0101

TMO10037438/101

Janet Rhymes

From: Janet Rhymes
Sent: 18 August 2009 14:31
To: 'Andrew Furness'
Subject: Fire Risk Assessments

Andrew

Many thanks for attending the interview on Friday.

We are very interested in your submission but our deliberations following the interview have raised one or two points that we feel require further clarification before we make our final decision.

To this end I would be grateful if you could pencil in a return visit with us on Wednesday 26th August at 1.00 p.m. Janice Wray is on leave this week and Liam (the Director) and I want to discuss these points with her on her return to decide whether we need you to actually come in or it can be done by phone/email.

Janet

19/08/09

Andrew Furness is up in Liverpool all week
can be contacted by phone (mobile) and email

Mobile:

email: andrewfurness@salvus-consulting.co.uk

email this info to them

19/08/2009

TMO10037438_0102

TMO10037438/102

FIRE RISK ASSESSMENTS

FEE QUOTATIONS COST COMPARISON

BLOCK	NO OF FLATS	SIZE	FIRECARE 999		SALVUS CONSULTING	
			REPORT+REVIEW +FLOOR PLAN £	BLOCK COST £	REPORT+REVIEW +FLOOR PLAN £	BLOCK COST £
Trellick Tower	217	E.L	440 + 440 + 75	955	895 + 815 + 500*	2,210
Grenfell Tower	120	L	440 + 440 + 75	955	565 + 510 + 325	1,400
Adair Tower	78	M	440 + 440 + 75	955	350 + 315 + 215	880
Hazlewood Tower	78	M	440 + 440 + 75	955	350 + 315 + 215	880
Ashburnham Tower	50	S	440 + 440 + 75	955	265 + 235 + 125	625
Berenger Tower	51	M	440 + 440 + 75	955	350 + 315 + 215	880
Blantyre Tower	65	M	440 + 440 + 75	955	350 + 315 + 215	880
Dartrey Tower	49	S	440 + 440 + 75	955	265 + 235 + 125	625
Greaves Tower	62	M	440 + 440 + 75	955	350 + 315 + 215	880
Whistler Tower	65	M	440 + 440 + 75	955	350 + 315 + 215	880
Berenger Walk	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Blantyre Walk	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Dartrey Walk	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Whistler Walk	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Middle Dartrey Walk	44	S	440 + 440 + 75	955	265 + 235 + 125	625
Upper Berenger Walk	44	S	440 + 440 + 75	955	265 + 235 + 125	625
Upper Blantyre Walk	44	S	440 + 440 + 75	955	265 + 235 + 125	625
Upper Dartrey Walk	44	S	440 + 440 + 75	955	265 + 235 + 125	625
Upper Whistler Walk	44	S	440 + 440 + 75	955	265 + 235 + 125	625
Dartrey Sheltered Acc	3	V.S	440 + 440 + 75	955	195 + 160 + 75	430
Dixon House	80	M	440 + 440 + 75	955	350 + 315 + 215	880
Frinstead House	80	M	440 + 440 + 75	955	350 + 315 + 215	880
Markland House	80	M	440 + 440 + 75	955	350 + 315 + 215	880
Whitstable House	80	M	440 + 440 + 75	955	350 + 315 + 215	880
King Charles House	40	S	440 + 440 + 75	955	265 + 235 + 125	625
Raymede Tower	55	M	440 + 440 + 75	955	350 + 315 + 215	880
Treverton Tower	55	M	440 + 440 + 75	955	350 + 315 + 215	880
Burleigh House	42	S	440 + 440 + 75	955	265 + 235 + 125	625
Cadogan House	49	S	440 + 440 + 75	955	265 + 235 + 125	625
Dacre House	47	S	440 + 440 + 75	955	265 + 235 + 125	625
Winchester House	56	M	440 + 440 + 75	955	350 + 315 + 215	880
Kingsley House	48	S	440 + 440 + 75	955	265 + 235 + 125	625
Gillray House	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Riley House	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Lacland House	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Milman House	32	S	440 + 440 + 75	955	265 + 235 + 125	625
Elm Park House	60	M	440 + 440 + 75	955	350 + 315 + 215	880
5 Elm Park Gardens	40	S	440 + 440 + 75	955	265 + 235 + 125	625
7 Elm Park Gardens	40	S	440 + 440 + 75	955	265 + 235 + 125	625
67 Elm Park Gardens	39	S	440 + 440 + 75	955	265 + 235 + 125	625
1 Elm Park Gardens	5	V.S	440 + 440 + 75	955	195 + 160 + 75	430
4 Elm Park Gardens	9	V.S	440 + 440 + 75	955	195 + 160 + 75	430
10 Elm Park Gardens	8	V.S	440 + 440 + 75	955	195 + 160 + 75	430
16 Elm Park Gardens	8	V.S	440 + 440 + 75	955	195 + 160 + 75	430
22 Elm Park Gardens	8	V.S	440 + 440 + 75	955	195 + 160 + 75	430

22 Elm Park Gardens	8	V.S	440 + 440 + 75	955	195 + 160 + 75	430
28 Elm Park Gardens	8	V.S	440 + 440 + 75	955	195 + 160 + 75	430
34 Elm Park Gardens	8	V.S	440 + 440 + 75	955	195 + 160 + 75	430
35 Elm Park Gardens	10	V.S	440 + 449 + 75	955	195 + 160 + 75	430
39 Elm Park Gardens	6	V.S	440 + 440 + 75	955	195 + 160 + 75	430
40 Elm Park Gardens	9	V.S	440 + 440 + 75	955	195 + 160 + 75	430
44 Elm Park Gardens	8	V.S	440 + 440 + 75	955	195 + 160 + 75	430
49 Elm Park Gardens	49	S	440 + 440 + 75	955	265 + 235 + 125	625
52 Elm Park Gardens	4	V.S	440 + 440 + 75	955	195 + 160 + 75	430
55 Elm Park Gardens	9	V.S	440 + 440 + 75	955	195 + 160 + 75	430
62 Elm Park Gardens	6	V.S	440 + 440 + 75	955	195 + 160 + 75	430
68 Elm Park Gardens	25	V.S	440 + 440 + 75	955	195 + 160 + 75	430
71 Elm Park Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 75	430
74 Elm Park Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 75	430
80 Elm Park Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 75	430
86 Elm Park Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 75	430
92 Elm Park Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 75	430
93 Elm Park Gardens	40	S	440 + 440 + 75	955	265 + 235 + 125	625
98 Elm Park Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 75	430
104 Elm Park Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 75	430
110 Elm Park Gardens	9	V.S	440 + 440 + 75	955	195 + 160 + 75	430
Burgessfield		S	440 + 440 + 75	955	265 + 235 + 125	625
Jean Darling House		S	440 + 440 + 75	955	265 + 235 + 125	625
Chelsea Farm House		S	440 + 440 + 75	955	265 + 235 + 125	625
Whitchurch House	20	S	440 + 440 + 75	955	265 + 235 + 125	625
Blechynden House	20	S	440 + 440 + 75	955	265 + 235 + 125	625
1 Nursery Lane	35	S	440 + 440 + 75	955	265 + 235 + 125	625
70 Tavistock Road	35	S	440 + 440 + 75	955	265 + 235 + 125	625
6 Hesketh Place		S	440 + 440 + 75	955	265 + 235 + 125	625
6 Runcorn Place		S	440 + 440 + 75	955	265 + 235 + 125	625
7 Runcorn Place		S	440 + 440 + 75	955	265 + 235 + 125	625
36 Oxford Gardens		V.S	440 + 440 + 75	955	195 + 160 + 75	430
41 Cambridge Gardens		V.S	440 + 440 + 75	955	195 + 160 + 75	430
130 Lancaster Road		V.S	440 + 440 + 75	955	195 + 160 + 75	430
Grove House	120	L	440 + 440 + 75	955	565 + 510 + 325	1,400
Hereford House	30	S	440 + 440 + 75	955	265 + 235 + 125	625
Kensal House	68	M	440 + 440 + 75	955	350 + 315 + 215	880
Nottingwood House	100	M	440 + 440 + 75	955	350 + 315 + 215	880
Octavia House	68	M	440 + 440 + 75	955	350 + 315 + 215	880
9 Colville Square	6	V.S	440 + 440 + 75	955	195 + 160 + 75	430
11-12 Colville Square	12	S	440 + 440 + 75	955	265 + 235 + 125	625
14 Colville Square	12	S	440 + 440 + 75	955	265 + 235 + 125	625
32 Dawson Place	7	V.S	440 + 440 + 75	955	195 + 160 + 125	430
140 Lexham Gardens	10	V.S	440 + 440 + 75	955	195 + 160 + 125	430
65 Elgin Crescent	8	V.S	440 + 440 + 75	955	195 + 160 + 125	430
67 Elgin Crescent	5	V.S	440 + 440 + 75	955	195 + 160 + 125	430
62 Finborough Road	52	M	440 + 440 + 75	955	350 + 315 + 215	880
Walnut Tree House	38	S	440 + 440 + 75	955	265 + 235 + 125	625
68 Flood Street	8	V.S	440 + 440 + 75	955	195 + 160 + 125	430
1 Pembridge Square		S	440 + 440 + 75	955	265 + 235 + 125	625
Mulberry Close	40	S	440 + 440 + 75	955	265 + 235 + 125	625
1-12 Morgan Road	12	S	440 + 440 + 75	955	265 + 235 + 125	625
Cecil Court	22	S	440 + 440 + 75	955	265 + 235 + 125	625
Clydesdale House	30	S	440 + 440 + 75	955	265 + 235 + 125	625
Lowerwood Court	64	M	440 + 440 + 75	955	350 + 315 + 215	880

Lonsdale House	80	M	440 + 440 + 75	955	350 + 315 + 215	880
Camelford & Upper Camelford Walks	59	M	440 + 440 + 75	955	350 + 315 + 215	880
Campden Houses	134	L	440 + 440 + 75	955	565 + 510 + 325	1,400
359-361 Kings Road		V.S	440 + 440 + 75	955	195 + 160 + 125	430
94 Ladbrooke Grove		V.S	440 + 440 + 75	955	195 + 160 + 125	430
34 Oxford Gardens		S	440 + 440 + 75	955	265 + 235 + 125	625
6 Stanley Gardens		V.S	440 + 440 + 75	955	195 + 160 + 125	430
Longlands Court	102	L	440 + 440 + 75	955	565 + 510 + 325	1,400
TOTAL 108 BLOCKS				£103,140		£70,325

* Extra Large Floor Plan – Rate assumed (Quotation – 80p/sq.m)

Breakdown of 108 Blocks

Firecare 999

Salvus Consulting

Very Small	(less than 10 dwellings)	37	@ £955 = £35,335	@ £430 = £15,910
Small	(11 – 50 dwellings)	45	@ £955 = £42,975	@ £625 = £28,125
Medium	(51 – 100 dwellings)	21	@ £955 = £20,055	@ £880 = £18,480
Large	(101 – 150 dwellings)	4	@ £955 = £ 3,820	@ £1,400 = £5,600
Very Large	(over 150 dwellings)	<u>1</u>	@ £955 = <u>£ 955</u>	@ £2,210 = <u>£2,210</u>
Total		<u>108</u>	<u>£103,140</u>	<u>£70,325</u>

FIRE RISK ASSESSMENTS

FEE QUOTATIONS COST COMPARISON

BLOCK	NO OF FLATS	SIZE	RSP SAFETY SERVICES LTD		FIRE PROTECTION ASSOCIATION	
			REPORT+REVIEW +FLOOR PLAN £	BLOCK COST £	REPORT+REVIEW +FLOOR PLAN £	BLOCK COST £
Trellick Tower	217	E.L	725 + 544 + 500	1,769	550 + 400 + 400	1,350
Grenfell Tower	120	L	725 + 544 + 375	1,644	475 + 350 + 300	1,125
Adair Tower	78	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Hazlewood Tower	78	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Ashburnham Tower	50	S	363 + 239 + 187	789	275 + 190 + 200	665
Berenger Tower	51	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Blantyre Tower	65	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Dartrey Tower	49	S	363 + 239 + 187	789	275 + 190 + 200	665
Greaves Tower	62	M	725 + 544 + 250	1,519	375 + 265 + 250	890
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Whistler Walk	32	S	363 + 239 + 187	789	275 + 190 + 200	665
Middle Dartrey Walk	44	S	363 + 239 + 187	789	275 + 190 + 200	665
Upper Berenger Walk	44	S	363 + 239 + 187	789	275 + 190 + 200	665
Upper Blantyre Walk	44	S	363 + 239 + 187	789	275 + 190 + 200	665
Upper Dartrey Walk	44	S	363 + 239 + 187	789	275 + 190 + 200	665
Upper Whistler Walk	44	S	363 + 239 + 187	789	275 + 190 + 200	665
Dartrey Sheltered Acc	3	V.S	239 + 181 + 125	545	220 + 155 + 150	525
Dixon House	80	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Frinstead House	80	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Markland House	80	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Whitstable House	80	M	725 + 544 + 250	1,519	375 + 265 + 250	890
King Charles House	40	S	363 + 239 + 187	789	275 + 190 + 200	665
Raymede Tower	55	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Treverton Tower	55	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Burleigh House	42	S	363 + 239 + 187	789	275 + 190 + 200	665
Cadogan House	49	S	363 + 239 + 187	789	275 + 190 + 200	665
Dacre House	47	S	363 + 239 + 187	789	275 + 190 + 200	665
Winchester House	56	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Kingsley House	48	S	363 + 239 + 187	789	275 + 190 + 200	665
Gillray House	32	S	363 + 239 + 187	789	275 + 190 + 200	665
Riley House	32	S	363 + 239 + 187	789	275 + 190 + 200	665
Lacland House	32	S	363 + 239 + 187	789	275 + 190 + 200	665
Milman House	32	S	363 + 239 + 187	789	275 + 190 + 200	665
Elm Park House	60	M	725 + 544 + 250	1,519	375 + 265 + 250	890
5 Elm Park Gardens	40	S	363 + 239 + 187	789	275 + 190 + 200	665
7 Elm Park Gardens	40	S	363 + 239 + 187	789	275 + 190 + 200	665
67 Elm Park Gardens	39	S	363 + 239 + 187	789	275 + 190 + 200	665
1 Elm Park Gardens	5	V.S	239 + 181 + 125	545	220 + 155 + 150	525
4 Elm Park Gardens	9	V.S	239 + 181 + 125	545	220 + 155 + 150	525
10 Elm Park Gardens	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
16 Elm Park Gardens	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
22 Elm Park Gardens	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525

22 Elm Park Gardens	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
28 Elm Park Gardens	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
34 Elm Park Gardens	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
35 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
39 Elm Park Gardens	6	V.S	239 + 181 + 125	545	220 + 155 + 150	525
40 Elm Park Gardens	9	V.S	239 + 181 + 125	545	220 + 155 + 150	525
44 Elm Park Gardens	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
49 Elm Park Gardens	49	S	363 + 239 + 187	789	275 + 190 + 200	665
52 Elm Park Gardens	4	V.S	239 + 181 + 125	545	220 + 155 + 150	525
55 Elm Park Gardens	9	V.S	239 + 181 + 125	545	220 + 155 + 150	525
62 Elm Park Gardens	6	V.S	239 + 181 + 125	545	220 + 155 + 150	525
68 Elm Park Gardens	25	V.S	239 + 181 + 125	545	220 + 155 + 150	525
71 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
74 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
80 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
86 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
92 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
93 Elm Park Gardens	40	S	363 + 239 + 187	789	275 + 190 + 200	665
98 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
104 Elm Park Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
110 Elm Park Gardens	9	V.S	239 + 181 + 125	545	220 + 155 + 150	525
Burgessfield		S	363 + 239 + 187	789	275 + 190 + 200	665
Jean Darling House		S	363 + 239 + 187	789	275 + 190 + 200	665
Chelsea Farm House		S	363 + 239 + 187	789	275 + 190 + 200	665
Whitchurch House	20	S	363 + 239 + 187	789	275 + 190 + 200	665
Blechynden House	20	S	363 + 239 + 187	789	275 + 190 + 200	665
1 Nursery Lane	35	S	363 + 239 + 187	789	275 + 190 + 200	665
70 Tavistock Road	35	S	363 + 239 + 187	789	275 + 190 + 200	665
6 Hesketh Place		S	363 + 239 + 187	789	275 + 190 + 200	665
6 Runcorn Place		S	363 + 239 + 187	789	275 + 190 + 200	665
7 Runcorn Place		S	363 + 239 + 187	789	275 + 190 + 200	665
36 Oxford Gardens		V.S	239 + 181 + 125	545	220 + 155 + 150	525
41 Cambridge Gardens		V.S	239 + 181 + 125	545	220 + 155 + 150	525
130 Lancaster Road		V.S	239 + 181 + 125	545	220 + 155 + 150	525
Grove House	120	L	725 + 544 + 375	1,644	475 + 350 + 300	1,125
Hereford House	30	S	363 + 239 + 187	789	275 + 190 + 200	665
Kensal House	68	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Nottingwood House	100	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Octavia House	68	M	725 + 544 + 250	1,519	375 + 265 + 250	890
9 Colville Square	6	V.S	239 + 181 + 187	545	220 + 155 + 150	525
11-12 Coiville Square	12	S	363 + 239 + 187	789	275 + 190 + 200	665
14 Colville Square	12	S	363 + 239 + 187	789	275 + 190 + 200	665
32 Dawson Place	7	V.S	239 + 181 + 125	545	220 + 155 + 150	525
140 Lexham Gardens	10	V.S	239 + 181 + 125	545	220 + 155 + 150	525
65 Elgin Crescent	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
67 Elgin Crescent	5	V.S	239 + 181 + 125	545	220 + 155 + 150	525
62 Finborough Road	52	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Walnut Tree House	38	S	363 + 239 + 187	789	275 + 190 + 200	665
68 Flood Street	8	V.S	239 + 181 + 125	545	220 + 155 + 150	525
1 Pembridge Square		S	363 + 239 + 187	789	275 + 190 + 200	665
Mulberry Close	40	S	363 + 239 + 187	789	275 + 190 + 200	665
1-12 Morgan Road	12	S	363 + 239 + 187	789	275 + 190 + 200	665
Cecil Court	22	S	363 + 239 + 187	789	275 + 190 + 200	665
Clydesdale House	30	S	363 + 239 + 187	789	275 + 190 + 200	665
Lowerwood Court	64	M	725 + 544 + 250	1,519	375 + 265 + 250	890

Lonsdale House	80	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Camelford & Upper Camelford Walks	59	M	725 + 544 + 250	1,519	375 + 265 + 250	890
Campden Houses	134	L	725 + 544 + 375	1,644	475 + 350 + 300	1,125
359-361 Kings Road		V.S	239 + 181 + 125	545	220 + 155 + 150	525
94 Ladbroke Grove		V.S	239 + 181 + 125	545	220 + 155 + 150	525
34 Oxford Gardens		S	363 + 239 + 187	789	275 + 190 + 200	665
6 Stanley Gardens		V.S	239 + 181 + 125	545	220 + 155 + 150	525
Longlands Court	102	L	725 + 544 + 375	1,644	475 + 350 + 300	1,125
TOTAL 108 BLOCKS				£95,914		£73,890

Breakdown of 108 Blocks

Very Small	(less than 10 dwellings)	37
Small	(11 – 50 dwellings)	45
Medium	(51 – 100 dwellings)	21
Large	(101 – 150 dwellings)	4
Very Large	(over 150 dwellings)	<u>1</u>

Total 108

RSP Safety Services

@ £545 =	£20,165
@ £789 =	£35,505
@ £1,519 =	£31,899
@ £1,644 =	£ 6,576
@ £1,769 =	<u>£ 1,769</u>

£95,914

Fire Protection Ass

@ £525 =	£19,425
@ £665 =	£29,925
@ £890 =	£18,690
@ £1,125 =	£4,500
@ £1,350 =	<u>£1,350</u>

£73,890

FIRE RISK ASSESSMENTS

ANALYSIS OF FEE QUOTATIONS RECEIVED

	FIRECARE 999		RSP SAFETY SERVICES LTD		FIRE PROTECTION ASSOCIATION		SALVUS CONSULTING LTD	
BLOCK SIZE	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS
	FRA REPORTS							
Very Small	£400	£440	£239.25	£239.25	£200	£220	£195	£195
Small	£400	£440	£362.50	£362.50	£250	£275	£265	£265
Medium	£400	£440	£725.00	£725.00	£350	£375	£350	£350
Large	£400	£440	£725.00	£725.00	£450	£475	£565	£565
Extra Large	£400	£440	£725.00	£725.00	£520	£550	£895	£895
	FRA REVIEWS							
Very Small	£330	£440	£181.25	£181.25	£140	£155	£160	£160
Small	£330	£440	£239.25	£239.25	£175	£190	£235	£235
Medium	£330	£440	£543.75	£543.75	£240	£265	£315	£315
Large	£330	£440	£543.75	£543.75	£320	£350	£510	£510
Extra Large	£330	£440	£543.75	£543.75	£360	£400	£815	£815
	FLOOR PLANS							
Very Small	£75	£75	£125.00	£125.00	£135	£150	£75	£75
Small	£75	£75	£187.00	£187.50	£180	£200	£125	£125
Medium	£75	£75	£250.00	£250.00	£225	£250	£215	£215
Large	£75	£75	£375.00	£375.00	£270	£300	£325	£325
Extra Large	£75	£75	£500.00	£500.00	£360	£400	80p/sq.m	80p/sq.m
DISCIPLINE	TIME CHARGE RATES							
FRA Director/Team Leader	£80 per hour		£82.50 per hour		£90 per hour			
FRA Team Member	£75 per hour							
Lead Assessor			£65 per hour					
Fire Risk Assessor			£50 per hour					
Coordinator			£15 per hour					
Technical Manager					£75 per hour			
Consultant					£60 per hour			
FRA Fire Safety Advisor							£75 per hour	
Senior FSA							£95 per hour	
Senior Project Manager							£50 per hour	
Admin Support							£25 per hour	
Technical Support							£38 per hour	
	COMMENTS ON FEE RATES							
	From the property list it would appear that the majority of blocks fall within small and medium. The Report and Review rates are therefore rather high. The number of large and extra large blocks, whose rates are quite low, would		Overall these are the highest rates submitted. Unless the high rates reflect a superior quality of service then there cannot be justification for acceptance. The rates for completing within 12 months		These are the most balanced set of rates and, with the exception of the Floor Plan rates are overall the lowest. The Floor Plan rates are however reasonable. The rates for completing within 6 months are		Compared to the other submissions the increases in rates between block sizes is quite considerable. With the majority of blocks falling within small and medium these rates are in some cases 30% higher than the	

	not balance out the high cost of the smaller blocks. The Report rates for completing within 6 months are approx 10% higher than for completing within 12 months. But the Review rates are 33% higher. Rates for producing floor plans are overall very low and raise questions about the level of information that would be shown.	and 6 months are the same.	on average 10% higher than for completing within 12 months. Based on rates alone this fee quotation would be the most acceptable.	lowest. Rates for large and extra large blocks are even higher. The rates for completing within 12 months and 6 months are the same.

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED


FIRE RISK ASSESSMENTS

BONA FIDE QUOTATION

The essence of selective tendering is that the Client shall receive bona fide competitive tenders/quotations from all those invited to do so. In recognition of this principle we certify that this is a bona fide quotation intended to be competitive and that we have not fixed or adjusted the quotation by or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following:-

1. Communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed quotation or make up of the consortium (if appropriate) except where the disclosure in confidence was necessary to obtain professional indemnity insurance.
2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

Signed:


JAMES MARTIN DUNNE

Name (Print):

For and on behalf of:

FIRECARE 999 LTD.
THE ADMIN UNIT 99
272 KENSINGTON HIGH ST.
LONDON W8 6ND

Date:

TEL: 

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

QUOTATION FORM

We FIRECARE 999 LTD. having examined the Consultants'

Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1, 2, 3, 4 and Appendices within 12 months for the amounts inserted below.

We *are/are not* capable of completing the assessments and surveys within 6 months and *have/have not* inserted prices accordingly.

(* Delete where not applicable)

Fixed Price Lump Sums

12 months

6 months

FRA REPORTS

Very small blocks

£ 400.00 £ 440.00

Small blocks

£ 400.00 £ 440.00

Medium blocks

£ 400.00 £ 440.00

Large blocks

£ 400.00 £ 440.00

Extra large blocks

£ 400.00 £ 440.00

Fixed Price Lump Sums

12 Months

6 Months

FRA REVIEWS

Very small blocks

£ 330.00 £ 440.00

Small blocks

£ 330.00 £ 440.00

Medium blocks

£ 330.00 £ 440.00

Large blocks

£ 330.00 £ 440.00

Extra large blocks

£ 33.00 £ 440.00

FLOOR PLANS

Very small blocks

£ 75.00 £ 75.00

Small blocks

£ 75.00 £ 75.00

Medium blocks

£ 75.00 £ 75.00

Large blocks

£ 75.00 £ 75.00

Extra large blocks

£ 75.00 £ 75.00

TIME CHARGE RATES

Discipline

Level of Staff

Rate per hour

FIRE RISK ASSESSORS.

DIRECTOR/TEAM LEADER

£ 80.00.

FIRE RISK ASSESSORS.

TEAM MEMBERS.

75.00.

We propose to **SUB-LET** parts of the Service as follows:-

Name of Sub-Consultant

Part of Service

FIRECARE 999 TEAM ONLY.

NO SUB CONSULTANTS.

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity	£ <u>2,000,000.00</u>	<u>01-01-2010</u>
Public Liability	£ <u>5,000,000.00</u>	<u>01-01-2010</u>
Employers Liability	£ <u>1,500,000.00</u>	<u>01-01-2010.</u>

WE AGREE that this quotation shall be on a **firm** price basis with prices fixed until 31st August 2011 and will not be subject to adjustments for any increases or decreases in wages or prices of equipment on which the prices have been calculated until after this date.

WE FURTHER AGREE that we will not adjust the amount of the quotation in accordance with any agreement or arrangement with any person other than the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.

WE FURTHER AGREE to hold this quotation open for acceptance by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited for a period of thirteen weeks from the date of submission.

WE FURTHER AGREE that until a contract is completed, this quotation and acceptance thereof by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited, signified by letter, shall constitute a binding contract.

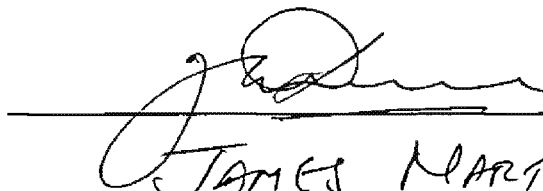
WE DECLARE that this quotation is submitted on the basis of the information and terms and conditions contained in the Project Brief for Consultants Parts 1, 2 and 3 and the invitation letter and on the understanding that by submitting this quotation, the terms and conditions are accepted by us and no variation or amendment will be made to any part of the Project Brief and WE UNDERTAKE to enter into a Contract with the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited incorporating the Project Brief for Consultants Parts 1, 2 and 3.

Signed:

Name (Print):

For and on behalf of:

Date:



JAMES MARTIN DUNNE

FIRECARE 999 LTD

THE ADMIN UNIT 99.

272 KENSINGTON HIGH STREET

LONDON W8 6ND

7th AUGUST 2009

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

**STATEMENT IN RELATION TO THE FREEDOM OF
INFORMATION ACT 2000**

We acknowledge that the TMO has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we *wish/do not wish to request an exemption for the information provided to the TMO in preparation and completion of our quotation for consultancy services with the TMO.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the quotation process all information provided to the TMO by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the TMO.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

Exemption(s) Claimed	Information	Minimum Period of Exemption
Sections 41 and 43	FIXED PRICE LUMP SUMS	5 YEARS
Sections 41 and 43	FIXED PRICE LUMP SUMS.	5 YEARS.

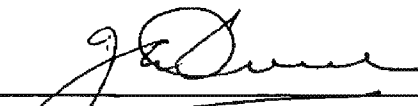
If for any reason the TMO considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact + MR J.M. DUNNE DIRECTOR. This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the TMO in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of calfordscaden's representative

Signed:



Name (Print):

JAMES MARTIN JUNNE

For and on behalf of:

FIRECARE 999 LTD.
THE ADMIN UNIT 99
272 KENSINGTON HIGH ST.
LONDON W8 6ND

Date:

Tel: _____

**ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED**

FIRE RISK ASSESSMENTS

Quotation Form

We, RSP Safety Services Ltd, having examined the Consultants' Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1,2,3,4 and Appendices within 12 months for the amounts inserted below.

We are capable of completing the assessments and surveys within 6 months and have inserted prices accordingly.

	Fixed Price Lump Sums	
Fire risk assessment reports	12 months £	6 months £
Very small blocks	239.25	239.25
Small blocks	362.50	362.50
Medium blocks	725.00	725.00
Large blocks	725.00	725.00
Extra large blocks	725.00	725.00

	Fixed Price Lump Sums	
Fire risk assessment reviews (reviewing our own risk assessments)	12 months £	6 months £
Very small blocks	181.25	181.25
Small blocks	239.25	239.25
Medium blocks	543.75	543.75
Large blocks	543.75	543.75
Extra large blocks	543.75	543.75

	Fixed Price Lump Sums	
Floor plans	12 months £	6 months £
Very small blocks	125.00	125.00
Small blocks	187.50	187.50
Medium blocks	250.00	250.00
Large blocks	375.00	375.00
Extra large blocks	500.00	500.00

Time charge rates	Level of staff	Rate per hour £
Overview of project	RSP Safety Services Ltd Managing Director	Free of Charge
Project management/Attendance at meetings	Project Leader	82.50
Attendance at meetings	Lead Assessor	65.00
Ad hoc fire risk assessment	Fire Risk Assessors	50.00
Coordination and liaison	Coordinator	15.00

We propose to SUB-LET parts of the Service as follows:

Name of Sub-Consultant	Part of Service
Firesafe Design Ltd	Fire Risk Assessment, Report writing Joint Project Management, Coordination

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity	£500,000 (to be upgraded if awarded this contract)	12/05/2010
Public Liability	£5,000,000	12/05/2010
Employers Liability	£10,000,000	12/05/2010

WE AGREE that this quotation shall be on a firm price basis with prices fixed until 31st August 2011 and will not be subject to adjustments for any increases or decreases in wages or prices of equipment on which the prices have been calculated until after this date.

WE FURTHER AGREE that we will not adjust the amount of the quotation in accordance with any agreement or arrangement with any person other than the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.

WE FURTHER AGREE to hold this quotation open for acceptance by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited for a period of thirteen weeks from the date of submission.

WE FURTHER AGREE that until a contract is completed, this quotation and acceptance thereof by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited, signified by letter, shall constitute a binding contract.

WE DECLARE that this quotation is submitted on the basis of the information and terms and conditions contained in the Project Brief for Consultants Parts 1, 2 and 3 and the invitation letter and on the understanding that by submitting this quotation, the terms and conditions are accepted by us and no variation or amendment will be made to any part of the Project Brief and WE UNDERTAKE to enter into a Contract with the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited incorporating the Project Brief for Consultants Parts 1, 2 and 3.

Signed:

Name:

Diane Smith.

Dated:

4th August 2009

For and on behalf of: RSP Safety Services Ltd, Archdeaconry House, Gravel Walk,
Peterborough, PE1 1YU

Bona Fide Quotation

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

BONA FIDE QUOTATION

The essence of selective tendering is that the Client shall receive bona fide competitive tenders/quotations from all those invited to do so. In recognition of this principle we certify that this is a bona fide quotation intended to be competitive and that we have not fixed or adjusted the quotation by or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following:-

1. Communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed quotation or make up of the consortium (if appropriate) except where the disclosure in confidence was necessary to obtain professional indemnity insurance.
2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

Signed:

[Signature]

Name (Print):

DIANE SMITH

For and on behalf of:

RSP SAFETY SERVICES LTD

ARCHDEACONRY HOUSE

GRAVEL WALK

PETERBOROUGH PE1 1YU

Date:

04/08/09

Statement in Relation to the Freedom of Information Act 2000

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000

We acknowledge that the TMO has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we wish to request an exemption for the information provided to the TMO in preparation and completion of our quotation for consultancy services with the TMO.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the quotation process all information provided to the TMO by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the TMO.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

Exemption(s) Claimed	Information	Minimum Period of Exemption
Sections 41 and 43	ANY INFORMATION ON THE QUOTATION FORM	2 YEARS
Sections 41 and 43	FIRE RISK ASSESSMENT FORMS CVS	2 YEARS

If for any reason the TMO considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact + DIANE SMITH. This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the TMO in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of organisation's representative

Signed:

JP Smith

Name (Print):

DIANE SMITH

For and on behalf of:

RSP SAFETY SERVICES LTD

RECHERCHER HOUSE

GRAVEL WALK

PETERBOROUGH PE1 144

Date:

04/08/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

QUOTATION FORM

We FIRE PROTECTION ASSOCIATION having examined the Consultants' Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1, 2, 3, 4 and Appendices within 12 months for the amounts inserted below.

We ~~are~~/are ~~not~~ capable of completing the assessments and surveys within 6 months and ~~have~~/have ~~not~~ inserted prices accordingly.

(* Delete where not applicable)

Fixed Price Lump Sums

12 months

6 months

FRA REPORTS

Very small blocks

£ 200

£ 220

Small blocks

£ 250

£ 275

Medium blocks

£ 350

£ 375

Large blocks

£ 450

£ 475

Extra large blocks

£ 520

£ 550

Fixed Price Lump Sums

12 Months

6 Months

FRA REVIEWS

Very small blocks	£ <u>140</u>	£ <u>155</u>
Small blocks	£ <u>175</u>	£ <u>190</u>
Medium blocks	£ <u>240</u>	£ <u>265</u>
Large blocks	£ <u>320</u>	£ <u>350</u>
Extra large blocks	£ <u>360</u>	£ <u>400</u>

FLOOR PLANS

Very small blocks	£ <u>45 / 135*</u>	£ <u>50 / 150*</u>
Small blocks	£ <u>45 / 180*</u>	£ <u>50 / 200*</u>
Medium blocks	£ <u>90 / 225*</u>	£ <u>100 / 250*</u>
Large blocks	£ <u>90 / 270*</u>	£ <u>100 / 300*</u>
Extra large blocks	£ <u>135 / 360*</u>	£ <u>150 / 400*</u>

if existing floor plans are supplied by the client the lower figure will apply; if floor plans have to be produced the higher figure applies

TIME CHARGE RATES

<u>Discipline</u>	<u>Level of Staff</u>	<u>Rate per hour</u> £
FIRE SAFETY	ASSOCIATE DIRECTOR	90.00
	TECHNICAL MANAGER	75.00
	CONSULTANT	60.00

We propose to SUB-LET parts of the Service as follows:-

Name of Sub-Consultant

Part of Service

N/A.

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity	£ <u>5,000,000</u>	<u>30/11/2009</u>
Public Liability	£ <u>5,000,000</u>	<u>30/11/2009</u>
Employers Liability	£ <u>5,000,000</u>	<u>30/11/2009</u>

WE AGREE that this quotation shall be on a firm price basis with prices fixed until 31st August 2011 and will not be subject to adjustments for any increases or decreases in wages or prices of equipment on which the prices have been calculated until after this date.

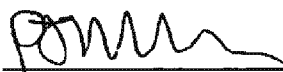
WE FURTHER AGREE that we will not adjust the amount of the quotation in accordance with any agreement or arrangement with any person other than the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.

WE FURTHER AGREE to hold this quotation open for acceptance by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited for a period of thirteen weeks from the date of submission.

WE FURTHER AGREE that until a contract is completed, this quotation and acceptance thereof by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited, signified by letter, shall constitute a binding contract.

WE DECLARE that this quotation is submitted on the basis of the information and terms and conditions contained in the Project Brief for Consultants Parts 1, 2 and 3 and the invitation letter and on the understanding that by submitting this quotation, the terms and conditions are accepted by us and no variation or amendment will be made to any part of the Project Brief and WE UNDERTAKE to enter into a Contract with the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited incorporating the Project Brief for Consultants Parts 1, 2 and 3.

Signed:



Name (Print):

PETER WILKINSON

For and on behalf of:

FIRE PROTECTION ASSOCIATION

LONDON ROAD

MORETON IN MARSH

GLoucestershire GL56 0RH

Date:

06/08/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

BONA FIDE QUOTATION

The essence of selective tendering is that the Client shall receive bona fide competitive tenders/quotations from all those invited to do so. In recognition of this principle we certify that this is a bona fide quotation intended to be competitive and that we have not fixed or adjusted the quotation by or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following:-

1. Communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed quotation or make up of the consortium (if appropriate) except where the disclosure in confidence was necessary to obtain professional indemnity insurance.
2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

Signed:

Peter Wilkinson

Name (Print):

PETER WILKINSON

For and on behalf of:

FIRE PROTECTION ASSOCIATION

LONDON ROAD

MORETON IN MARSH

GLOUCESTERSHIRE GL56 0RH

Date:

6th AUGUST 2009

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

**STATEMENT IN RELATION TO THE FREEDOM OF
INFORMATION ACT 2000**

We acknowledge that the TMO has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we ~~*wish/do not wish~~ to request an exemption for the information provided to the TMO in preparation and completion of our quotation for consultancy services with the TMO.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the quotation process all information provided to the TMO by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the TMO.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive Information

Exemption(s) Claimed	Information	Minimum Period of Exemption
Sections 41 and 43	INFORMATION RELATING TO F.P.A. FEE STRUCTURE	12 MONTHS
Sections 41 and 43		

If for any reason the TMO considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact + HOWARD PASSEY. This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the TMO in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of ~~afford reader's~~ representative
FPA's

Signed:

Peter Wilkinson

Name (Print):

PETER WILKINSON

For and on behalf of:

FIRE PROTECTION ASSOCIATION

LONDON ROAD

MORETON IN MARSH

GLOUCESTERSHIRE GL56 0RH

Date:

06/08/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

QUOTATION FORM

We FIRE PROTECTION ASSOCIATION having examined the Consultants' Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1, 2, 3, 4 and Appendices within 12 months for the amounts inserted below.

We ~~are~~are not capable of completing the assessments and surveys within 6 months and ~~have~~have not inserted prices accordingly.

(* Delete where not applicable)

Fixed Price Lump Sums

12 months

6 months

FRA REPORTS

Very small blocks

£ 200

£ 220

Small blocks

£ 250

£ 275

Medium blocks

£ 350

£ 375

Large blocks

£ 450

£ 475

Extra large blocks

£ 520

£ 550

Fixed Price Lump Sums

12 Months

6 Months

FRA REVIEWS

Very small blocks	£ <u>140</u>	£ <u>155</u>
Small blocks	£ <u>175</u>	£ <u>190</u>
Medium blocks	£ <u>240</u>	£ <u>265</u>
Large blocks	£ <u>320</u>	£ <u>350</u>
Extra large blocks	£ <u>360</u>	£ <u>400</u>

FLOOR PLANS

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Signed: 

Name (Print): PETER WILKINSON

For and on behalf of: FIRE PROTECTION ASSOCIATION
LONDON ROAD
MORETON IN MARSH
GLOUCESTERSHIRE GL56 0RH

Date: 06/08/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

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We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of ~~cellford seeders~~ representative

FPA'S

Signed:



Name (Print):

PETER WILKINSON

For and on behalf of:

FIRE PROTECTION ASSOCIATION

LONDON ROAD

MORSTON IN MARSH

GLOUCESTERSHIRE. GL56 0RH

Date:

06/08/09

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

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2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

Signed:



Name (Print):

PETER WILKINSON

For and on behalf of:

FIRE PROTECTION ASSOCIATION

LONDON ROAD

MORETON IN MARSH

GLOUCESTERSHIRE. GL56 0RH.

Date:

6th AUGUST 2009.

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	FRA - Not just pfo exercise - Common Residents need FRA to be undertaken require involvement of Res. dist different challenges with diversity have language barriers.	4.
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	FRA wholly dependent upon good Compartmentation (Bom) Contain Smoke evacuation plans. Strong but policy - do not enter potential areas of risk. require every lighting, notices, education of residents require property Managers, caretakers, etc involved. Testing facilities Example given - re-boarding.	4 ¹ / ₂
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Fire Brigade (London) and all areas becoming become Services. Being but under greater pressure Enforcement of fire orders will be taken if Council FRA not undertaken. Spot light on Social Hsg.	3
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Compartmentation will protect them. Building requires good Cellular Compartmentation fire doors, etc. - high risk, elderly people	4.

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	- Cad resource. (in house team). Not to be outsourced.	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	Reasonable period - one week. Any issues identified immediately. Information kept confidential.	3½
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	Team of 4. approx 27 test assessments each. Can be achieved in six months.	3.
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Good relationship with Fire Safety team. No additional requirements. Need to include communication support of residents hired in Barrow Car No. 413. Answer at 11:15 AM and 1:15 PM	0
		TOTAL SCORE	

242
38

general

* worked locally with Angus Sangster - dealing with challenges and initiatives to look at VFM approaches.

Example - gates locked up - required H/M to wait till gates automatically open - risk with elderly residents (M3 centres). + Good resolution.

Will challenge fire brigade for best options.

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Firecare999

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted two completed FRAs on two different proformas. Do you plan to use one of these for the TMO FRAs and if so which one?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>for Council fmo. - establish joint working team. - ensure pro forma would meet all requirements</p> <p>Example pro forms to be used</p>	
2.	<p>You have quoted the same price for all FRAs regardless of block size (very small block costs the same as an extra large block) - can you comment on this?</p> <p>Additionally, you have quoted the same price for all plans regardless of block size and complexity. Can you advise what we will get for this price?</p>	<p>Pragmatic view. Standard approach to all units irrespective of size.</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>Yes. - provide good information and detail.</p>	
		TOTAL SCORE	<p>Max = 10</p> <p style="font-size: 2em;">7.</p>

Andy Lewis
Steve Wayne

FIRE RISK ASSESSMENTS

Salvius

CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

- work on Corporate
Safety Training
Team.

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Handled - Common Areas to Comm on if management co - Shared. Ultimately with landlord. Safety of individuals within. Fire safety Order + Hsq Act apply - dwellings within important but not related to common parts required as in this Act.	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	- initial Contact with RMO - what information held. - Residents details, ie: Vulnerability etc who at risk, details on buildings (Construction). Communication - Consultation provided to residents. - what communication strategy with residents and property managers. - letter residents on fire. - focus on common areas. obtain survey details and access. provide report. - Contingency report - main risk to action immediately. Complete report. challenge house individual flats.	4.
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Means challenge.. (safety issues) knowledge of Hsqg challenges - relate also for within dwellings. Visual inspection primarily. Nothing was said	2 1/2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	- assess occupants within dwelling integral part. Both Comm - and within dwellings have impact. Examination / stay put policy will have to apply. Disability issues both within and on common parts. Ageing population. Means of Escape requirements will change.	5

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	Resourcing - eight employees on Advisor/Trainer side. - Steve will lead. Andy quality control. Sean/Sean - Risk Assessors. (20) (4 Risk Assessors). Admin Support - House process/Reports. handmade plans - symbols. - Floor plans. Cad facility / electronic measure.	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	1 week for FRA.	2 1/2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	Designate 4 resources to undertake within 6 months / 12 month period. (FRA's) Only impact will be delivery of plans.	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Clarification for Means of Escape. - 2nd - Secondary Means of Escape. - team will look for these. - Self message "Fire Safety Matters"	0
		TOTAL SCORE	

22/35

References. - ex experience

Have worked on residential. Main experience within
Commercial / industrial.

①: Example: - older buildings challenge in configuration
key challenge will be evacuation procedure and
and fire alarm systems.

OR have stay put policy?
- Determine structure, design of buildings. will
impact on evacuation / stay put policy.

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Salvus

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted a completed FRA on a very comprehensive proforma – is this what you plan to use for our blocks?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>Fire Sel system</p> <p>used Corporate Safety System Gary Mann. - use this format. Maybe additional sections to add. (Following discussions with - as TMO/Council).</p>	
2.	<p>Would you have any objection to sorting / colour-coding your Action Plans into –</p> <p>Legal – required by RRO</p> <p>Recommended – recommended by BS, good practice etc.</p> <p>Improvement – considered to enhance fire safety</p> <p>(Because of the no. of blocks & limited resources need to be assured that we are targeting the most important actions.)</p>	<p>No problem. - recognise breakdown / Break down requested.</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>Can if you want. - Caution through evidence / Action that has been taken. - fresh issue.</p>	
4.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>Work in London. - as not Perceive problems.</p>	

5.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	Max = 10

7

Ray Smith - MD role quality control.
 Brian Berry - Assessor
 Chris Smith - Rsp.

Rsp Selfy Service
 Ltd.

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Common parts of the bldg. recent events consider risk within the properties. fish Against Cost due to Age/ construction of buildings not potential Non compliance. Structure of buildings, means of escape. Issues need to manage risk Fire history, awareness of residents etc	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	top down - look at Mean Escape, protection, corridors, travel distance inspection of fire doors to individual dwellings (challenges). Encourage plans. what is generally, fire door, etc. Maintenance team need this. plant / Access plant. checklist - linked to report. Action plan. Management procedures - M+E system in place. Test certificates etc. - in line with fire door - eg. stop out of non ambient people. - in line with fire door - Events have changed thinking. preventative measures, smoke detection etc should / may need to be considered. (fire strips, doors, seals) Maintenance issues, adequate construction. - Air quality outcome - care on maintenance impact on Maintenance / Management possible implications for landlords. competence issues for risk assessments Non ambient people. take into	3
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	preventative measures, smoke detection etc should / may need to be considered. (fire strips, doors, seals) Maintenance issues, adequate construction. - Air quality outcome - care on maintenance impact on Maintenance / Management possible implications for landlords. competence issues for risk assessments Non ambient people. take into	2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Consideration vulnerable / Disabled people. how access / move in building fish groups. - Communication issues procedures for access. May need local arrangements Rsp. new standard requirement for people. need to consider special needs. possible refuge areas.	2

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	High Assessment. - Brian B. head up this requirement - + two Risk Assessors. Initial Assessment + procedures by 3 at interview. (Employed Staff) Actions from Report into Spreadsheet. - can be categorised by elements. An in Car Barry to do as many as possible.	3
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	7 days... - Version 1 if H+5 Information -	3 1/2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	- Floor plans. - 50 drawings additional work 1/3 of allocated time allocated for. 1/3rd Survey. 1/3rd Report. 1/3rd - planned. floor plans. CAD drawings - (Have back up Support if needed)	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	- Questions - appropriateness of heat doors. Problem with access Management Systems. - Risk Assessment and inspection / access. - Report format BS 79. Not used. Need to Conclude Standards / Conclude good.	0
TOTAL SCORE			20/35

⑧ - Residential Care Homes.

- stay in policy - need adequate precautions.

People not aware of this. 1st standard

fire system for lower standards.

training of staff.

Non Compliant Buildings. - what options ^{outlined emphasis to building's reg.}

to consider. - VFM issues need to be explored.

look at individual building needs. -

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR RSP Safety Services Ltd.

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	You have indicated on your fee submission that Firesafe Design Ltd. will be your sub-consultant carrying out the FRAs, report-writing, joint project management and coordination. Can you advise on what RSP's role will be in this project?	Common parts of the Bdy. beach every consider rich with the frontiers. Risk against cost due to age/condition of buildings and potential non compliance. Structure of buildings, Means etc issues. Need to manage risk fire history awareness of residents etc All through RSP -- RSP would provide specific services.	
2.	The completed FRA that you submitted relates to a small self-contained, purpose-built block which looks to be relatively recently constructed. In terms of FRA this seems fairly straightforward. However, we are responsible for a range of properties which vary in age, size, height, construction-type and complexity. Do you intend to amend your approach and / or your FRA proforma to take account of this?	As previously discussed. Can tailor FRA's to the needs / fire officer Can Brigade.	
3.	As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?	- Currently work in hand on other projects.	
4.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?	Have resourced equally for 12 or 6 months - have current capacity at this stage for both timescales	
		- have equally for other resources TOTAL SCORE	Max = 10

5.

Peter Wilkins (Ass. Director)
Admin Issues - Tech Manager (Fire Area).
FIRE RISK ASSESSMENTS

Fire Protection Association

CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Workplaces. - Respon. the firm. - measures taken for employees. - Resonant it outside but relates to Common Parts in Common Areas.	2
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	- Contact with Management Company. - time to visit. Assess paperwork on site with Management Company. - physical inspection of premises. (Common Areas). Sample of residents (front doors both sides). - review void spaces. (Concubinate (not intrusive)). - feedback any immediate issues. - then issue final Report. Complex. - Additional apartments on roof.	2 1/2
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Investigation still ongoing. - Some immediate issues. - Safety measures. Down Glance. with Corridors. Evacuation Strategy queried. Stay with directly issue needs communication. would not change our approach.	2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Fire Risk Assessment - Critical issue people. - children, age, disability. When look at Assessments need profile of residents. Stay put policy may not always be practical. Communication with residents, - floor heating, sight etc. will affect risk rating of bldg.	2

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	Provide Prices Car both. 2nd option. - sketch plans on site at same as inspection. Mott scale but sketch format.	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	5 days. - for Fire Assessment (within organization). (1 inspect 1 to write up) add day to provide sketch plan (Overall 10 days)	2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	2-3 people. for 120 projects. (fewer people over 12 months) (part time employees).	2
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Dangerous Substances, etc should be included. Hazardous Materials.	2
		TOTAL SCORE	14

14 1/2
35

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Fire Protection Association

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>The completed FRA that you submitted was a multi-purpose block - but not a residential block. Do you have experience of assessing residential blocks?</p> <p>We are responsible for a range of properties which vary in age, size, construction-type and complexity. Can you confirm if the proforma used in the submitted FRA is what you plan to use for our blocks?</p> <p>Do you intend to amend your approach and / or your FRA proforma to take account of this?</p>	<p>Standard Formak.</p> <p>- will vary format for client if required.</p> <p>Feel that template is satisfactory</p> <p>2-3 high rise buildings in last few months.</p> <p>Most of them of same type.</p>	
2.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>Consultants based. around Country -</p> <p>But have.</p> <p>Have London Office.</p> <p>(Baker Street).</p>	
		TOTAL SCORE	Max = 10

2

Proposed Margaret May or May
 not to Advice Lewis.

FireCare 999.

Fire Risk Assessments.

14/8/99.

Standard Questions:

(1)

FRA - Common block - not just paper exercise - Common parts need FRA to be undertaken.

require involvement of residents - e.g. Tollymore, Linc West - different challenges with diversity - language facilities.

(2) FRA - wholly dependent on Compartmentation (good) - long ones - 30m distance between smoke evacuation plans -

stay put policy - do not enter potential areas of risk. require emergency lighting, notices + education of evacuation. require property manager - caretakers, etc involvement.

Testing facilities.

example - complex area - hanging materials - plastic boxes etc - stored in corridors etc - advice of dangers to residents.

Sheltered Hsg units - coffee table seats in common area - high potential fire - need to be clear and unobstructed.

(3)

sheltered Hsg - fire brigades - (rescue services) basis put under greater pressure - Evacuation protection orders will be taken if common FRA not undertaken. Spot light on social Hsg.

(4)

Compartmentation will protect them. Bldg requires good cellular compartmentation, fire doors etc.

high risk - elderly people, at high risk - fire alarms, auto dial for fire brigades for vulnerable elderly who are required to remain in dwelling.

Red Care System (Monitoring Alarm System).

(5)

MARTIN DUNN
/AN. SUNDLESGATE

DAN MUMFORD
Fire 999

①

FIRE RISK ASSESSMENTS

- o Could get LFB to provide/ initiate their own obligations.

CONSULTANT INTERVIEWS FRIDAY 14TH AUGUST 2009

- o works with Angus Bryant
- o Big on education
- o Awareness of political status/ sensitivity
- o Education is key.

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	<ul style="list-style-type: none">o Knows the reg!o Aware of diversity of dwell - has fire safety into in all languages.o Would adopt an holistic approach	4
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this? o Sheltered - what about communal areas?	<ul style="list-style-type: none">o Advice of compartmentation requirements.o Lighting / signage / education for residentso need caretakers and fire art. managers to be fire awareo Can offer fire marshal trainingo Research: caused issues with storage / instruction	4.5
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	<ul style="list-style-type: none">o Mentioned current political sensitivity → enforcement	3
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	<ul style="list-style-type: none">o Compartmentation will protect residentso Impact - high, but not insurmountable.o Redcare BT systemo Done lots of work with LFBo Notes and contact details held at all sites.	4

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	<ul style="list-style-type: none"> • CAD - no outsourcing • Help to have in-house team 	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	<ul style="list-style-type: none"> • Report completed within one week: emergency treated as such and emailed to responsible officer. 	3½
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	<ul style="list-style-type: none"> • Good relationship with local fire safety team. • 27 assessments split between 4 officers. 	3½ 3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	<ul style="list-style-type: none"> • Restricted - must adopt an holistic approach. • Stressed importance of sharing info and resident consultation. • Communication is key. This company is local. 	0
		TOTAL SCORE	

- Views on alternative detection:
- Wireless options may be used to obviate huge expense

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Firecare999

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted two completed FRAs on two different proformas. Do you plan to use one of these for the TMO FRAs and if so which one?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<ul style="list-style-type: none"> • would have joint working programme • would ensure pro-forma meets with LFB approval. 	
2.	<p>You have quoted the same price for all FRAs regardless of block size (very small block costs the same as an extra large block) - can you comment on this?</p> <p>Additionally, you have quoted the same price for all plans regardless of block size and complexity. Can you advise what we will get for this price?</p>	<ul style="list-style-type: none"> • Not sure what he said? • Says experience led to their pricing all at same cost. • factored in travelling time, etc. • Large blocks would be balanced out by smaller blocks. 	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<ul style="list-style-type: none"> • will provide photographs. 	6
		TOTAL SCORE	7 Max = 10

Andy Turner
Steve Wayne

Salvus Consulting ②

282

FIRE RISK ASSESSMENTS

o Currently complete 4x5 training team.

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	<ul style="list-style-type: none"> o LRB, so common area would be to cut. o Resident safety - said LRB wouldn't push on that one. o PSA + other legislation related to include residents. 	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. o Would give his training warning immediately Can you give an example of a complex issue which arose from a residential FRA and how you resolved this? o Worked for several RRs. o Risk exposure in commercial o Said - Compartmentation	<ul style="list-style-type: none"> o Would get as much info on block/residents as poss before commencing. o Seemed to be relying on about diversity rather than being primarily 'up for it' o Some consultation - could write to residents, etc. o Sometimes think 'controversy' report and would express the report over. 	4
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	<ul style="list-style-type: none"> o Gave example of an incident where they detected cause of a fire. o Depth of inspection - will not poke around - mentioned asbestos. o Not pro-acting to check eg behind doors. o Said could do some 'smoking'. o Will use one part of building as a 	2 1/2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	<ul style="list-style-type: none"> o Cannot assess without taking residents into account. o RRs may need to consider additional protection for vulnerable residents. 	5 1/2

Q 2.
cont.

- o Also - his investigations experience
- o must establish nature of building
- o Compartmentation - evacuation strategy is key.
- o Swarmed on need to factor evacuation/cleanup policy
- o Seemed light on communication with residents.

5.	<p>Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?</p> <ul style="list-style-type: none"> o Outsourcing o Establishment o Based where? 	<ul style="list-style-type: none"> o Eight employees o Some would leave - o 2 fire risk assessors 4 assessors 3 admin Plans + CAD handled 	2
6.	<p>What is your predicted turn around time between completion of each FRA and delivery of the report?</p> <p>o Will this be same for all blocks irrespective of size?</p>	<ul style="list-style-type: none"> o Haven't calculated how long it would take to do. o Electronic reports - could be done in one week. o Assessments - this would vary depending on block size. 	2 1/2
7.	<p>On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.</p>	<ul style="list-style-type: none"> o Would have four people dedicated on the project so six months is achievable. o Plans - provision of - will be an issue and schedule would need revisiting. o Definitely can do reports within a six month period. 	3
8.	<p>Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required?</p> <p>What are these additional requirements?</p>	<ul style="list-style-type: none"> o Clarification of all NOEs? o Stated it's a partnership. 	0
		TOTAL SCORE	

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Salvus

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted a completed FRA on a very comprehensive proforma – is this what you plan to use for our blocks?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>o Yes - will use pro-forma across the board. Currently used by H&M SC.</p> <p>o Would take into account any specific requirements.</p> <p>o LPS happy with the pro-forma.</p>	
2.	<p>Would you have any objection to sorting / colour-coding your Action Plans into –</p> <p>Legal – required by RRO</p> <p>Recommended – recommended by BS, good practice etc.</p> <p>Improvement – considered to enhance fire safety</p> <p>(Because of the no. of blocks & limited resources need to be assured that we are targeting the most important actions.)</p>	<p>o Would not have issues with this requirement.</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>o Can be provided. Painted out pitfalls of the situation.</p>	
4.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>o Not an issue.</p>	

5.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	7 Max = 10

(25)

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

Ray Smith MD

Chris Smith

Brian Barry Risk Advisor

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings? o Kind of holistic view-point o mentioned: communication o maintenance	o Common parts. Reported to recent events impacting on need to undertake more in depth inspections, flat rooms etc. o Relationship with internal/external fire alarms. o Need to manage risk for both internal or external parts. o Risk checks	3
2. ...	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this? o Must consider disabled residents. o Importance of liaison with fire	o Top downwards inspecting MOE. o Pointed out difficulty of checking individual doors. o Do plans ?? o Checklist - guidance for HMOs o Have their own checklist to simplify details for ease of interpretation. o Relaying info to residents - stressed importance of this.	3
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	o Outcome of report will probably indicate most units are safe. o Common parts will possibly be subject to increased safety measures o Realistic about lacking information in the guidance. o Reaffirmed that minimal areas will be subject to assessment o Maintenance of stock.	2 1/2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating? o Leafletting with photos or posters.	o Work with estate management to ensure all are o Need to ask about any special requirements. o Might need to make special arrangements for disabled applicants. o Refuse	2

2. Can? Example: residential care home: suggested scrubbers..
Also - education is important
SAC

10 1/2

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme? <ul style="list-style-type: none"> • Establishment • Outsourcing - will this cause delays. • 50 days work to do the drawings (about 1/3 as much time again) 	<ul style="list-style-type: none"> • RA - Brian leading up with 2 additional attenders. • Directly employed. • Used familiarly with • Chris - Project Manager • Outlined their methods. • Would let us know if any emergency problems. 	3
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	<ul style="list-style-type: none"> • 7 days. (average) • 	3 1/2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	<ul style="list-style-type: none"> • Would simply concentrate on our programme if wanted to complete within six months. 	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	<ul style="list-style-type: none"> • no problems with brief • Access may be an issue in case of residents' doors • Pointed out that if they cannot inspect the council will have a duty to inspect • Report specification didn't have the standards required. 	0
		TOTAL SCORE	

9 1/2

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR RSP Safety Services Ltd.

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	You have indicated on your fee submission that Firesafe Design Ltd. will be your sub-consultant carrying out the FRAs, report-writing, joint project management and coordination. Can you advise on what RSP's role will be in this project?	<i>RSP will submit quote and will oversee reports/project. Firesafe will carry out the FRAs.</i>	
2.	The completed FRA that you submitted relates to a small self-contained, purpose-built block which looks to be relatively recently constructed. In terms of FRA this seems fairly straightforward. However, we are responsible for a range of properties which vary in age, size, height, construction-type and complexity. Do you intend to amend your approach and / or your FRA proforma to take account of this?	<i>I would work with TMO to agree on format I will adapt to suit this project.</i>	
3.	As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?	<i>No problem with travel. Work week would be split.</i>	
4.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?	<i>Price for the job.</i>	
		TOTAL SCORE	5 Max = 10

FIRE RISK ASSESSMENTS

Peter Wilkinson
Adair Lewis

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	<ul style="list-style-type: none"> o Measured to ensure safety for staff + residents (common parts are in the reg). 	2
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	<ul style="list-style-type: none"> o Conduct with 'independent company' and could need staff member available. o Physical insp. of common parts. o Sample of front doors o Void spaces where accessible o Urgent issues would be given to representative on site? o Mentioned Compartmentation - stressed need to look for it. 	2½
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	<ul style="list-style-type: none"> o Design team how in block affected o Need to check staircases o Eval. strategy given to residents o Quality of design need to be relayed to residents. 	2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	<ul style="list-style-type: none"> o Residents are main priority o Need to establish 'profile' of residents o Mentioned 'stayput' and importance of allowing for residents with disabilities 	2

5.	<p>Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?</p> <p>One Control - Project Manager</p>	<ul style="list-style-type: none"> • Sketch plan done on site at same time as RA - This would take the form of a box drawing • Could be same input on time <ul style="list-style-type: none"> ◦ 3 assessors for 6 months ◦ 2 assessors for 12 months 	2
6.	<p>What is your predicted turn around time between completion of each FRA and delivery of the report?</p>	<ul style="list-style-type: none"> • Report done within 5 days, so 6 days with floor plan, then checking, so all in 10 days. 	2
7.	<p>On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.</p>	<ul style="list-style-type: none"> • Would employ fewer people for the 12th time scale 	2
8.	<p>Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required?</p> <p>What are these additional requirements?</p>	<ul style="list-style-type: none"> • No mention of dangerous subject materials, i.e. cleaning materials. 	0
		TOTAL SCORE	14 ¹ / ₂

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Fire Protection Association

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>The completed FRA that you submitted was a multi-purpose block - but not a residential block. Do you have experience of assessing residential blocks?</p> <p>We are responsible for a range of properties which vary in age, size, construction-type and complexity. Can you confirm if the proforma used in the submitted FRA is what you plan to use for our blocks?</p> <p>Do you intend to amend your approach and / or your FRA proforma to take account of this?</p>	<p>• Standard format was submitted - can adapt if needed but they are happy with it - including satisfying FRS requirements.</p>	
2.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>• No problem with this - London office is in Baker Street.</p>	
		TOTAL SCORE	2 Max = 10

(Mark Dunn
+ Ian Shakespeare)

Fire Cove 999.

3/2

FIRE RISK ASSESSMENTS

Joe Day

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Challenge FB Not paper exercise involve of residents diverse people - languages.	4.
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	Good compartmentation (every 30 metres) "stay put" policy if poss emergency lighting signage educative premises manager fire brig for staff best. Research materials - storage. education future in Camberwell.	5. 4 1/2
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken? <i>invasive</i>	Yes - FB Pressure to carry out RA. "Suitable + sufficient" social Hsg education	3
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	elderly, etc Compartmentation good fire doors. escape routes. Card increase fire alarms. autodialler "Red Cove"	4.

premises info boxes
risk + vulnerabilities
Contact nos.

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	body - CAO experts in-house - not to be outsourced	2.
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	within 1 week e-mailed immediately urgently.	3 1/2 *
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	team of 4. 27 FRA each. v. achievable	3 1/2 *
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	- None harmonious relationship with Fire Safety Team.	?
		TOTAL SCORE	

live in bungalow (since 1966)

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Firecare999

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted two completed FRAs on two different proformas. Do you plan to use one of these for the TMO FRAs and if so which one?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>Joint w/ JH FB (knows) submit + discuss</p>	
2.	<p>You have quoted the same price for all FRAs regardless of block size (very small block costs the same as an extra large block) - can you comment on this?</p> <p>Additionally, you have quoted the same price for all plans regardless of block size and complexity. Can you advise what we will get for this price?</p>	<p>signature view for experience</p> <p>Admin travelling drawings expenses</p> <p>} needed for each</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>yes</p> <p>Hamersmith Road Station</p>	
		TOTAL SCORE	7 Max = 10

* Fire Log Book * - each

if - Afd income patss - EMS, address also + wireless

WEE.
Teluk } Have been operational a fire
at these blocks.

raise with

upgrade website → Fire Safety

resourcing generally / FRA.
/ plans.

Salvus Consultip

29/2

FIRE RISK ASSESSMENTS

Andy Furness

CONSULTANT INTERVIEWS

Steve Wain

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

Joe Whay

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Common areas predominantly responsible → CE people at risk no control of what happens someone would be looking at dwellings.	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	Sober life - penitents + residents ↓ disabled awareness (who at risk) Communication with residents not just a visit but in person advise tenants comp spent time to manager lead time access to individual areas & physical looks	4
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Mans Properties - Aslam No - safer transferred Fire • not invasive unless access readily available	2 1/2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Must assess occupants integrated part.	5 4 1/2

Cautionary report - get the assays.

Compartmentation

U.S. Assoc. - many blocks - Flat doors
Commercial buildings.

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	<p>8 employees Steve - to lead (Andy quality control) - allocate</p> <p>mid of 4 Steve + Jenny (Karl) + Sean</p> <p>Plans - CAD Laser reader then transfer to computer</p>	2.
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	<p>Ann, Beatrice + Kirk - Admin</p> <p>to be provided electronic forms - can get to TMO notes the week plans takes longer</p>	2 1/2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	<p>Team of 4</p> <p>FRA - in 6 months no problems</p> <p>Unsure of impact on hrs of doing all plans.</p>	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	<p>acqem - 2nd m.e</p> <p>- how to access.</p> <p>sends an message</p>	
		TOTAL SCORE	

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Salvus

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted a completed FRA on a very comprehensive proforma – is this what you plan to use for our blocks?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>yes</p> <p>fund</p> <p>may be additional bits (re: our info / discussion with residents on fire safety)</p>	
2.	<p>Would you have any objection to sorting / colour-coding your Action Plans into –</p> <p>Legal – required by RRO</p> <p>Recommended – recommended by BS, good practice etc.</p> <p>Improvement – considered to enhance fire safety</p> <p>(Because of the no. of blocks & limited resources need to be assured that we are targeting the most important actions.)</p>	<p>no problem</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>Legal status - Caution</p>	
4.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>do it anticipatorily</p>	

7/10

5.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	Max = 10

(25)

RSP Safety Services

FIRE RISK ASSESSMENTS

Ray Smith

CONSULTANT INTERVIEWS

Boca Bay

FRIDAY 14TH AUGUST 2009

Chris Smith

QUESTIONS FOR ALL CONSULTANTS

Jeri Wang

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	* RDO Bay LFB Common parts read circuits - must check the RRO with dwellings. Common - flat rooms. read and - signature does not stop at flat door occupants fire history, age of building	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	top down - roof m.o.e. - no - of staircases protection to staircases travel distances check up and doors in flats plans checklist (HMOs) must visit all floors. Lift motor rooms, Refuse Unit	3
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	right info to residents - management + maintenance - Competency of assessors (national register of assessors ??) Maintenance workers/employees - correct skills.	2 1/2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	sheltered schemes - work with managers PEEP 1 Tenant - special needs domestic aid.	2

assess
reports
R&S
Competent
for
lightapproach
HMOs
legally
location
discoveredFF
75

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	Plan - heading up FRA (+2) initially 3 consultants to agree proforma etc Then bring in additional people - <u>all employed</u> Ray - Quality Control Chris - Project. 1st Oct 2012	3	
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	Bisa - to do as many as possible, , 7 days urgent - quicker (can't report)	3 1/2	spreadsheet XL database
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	50 days work. (1/3 of overall time) <u>can.</u> dedicate more working time	3	
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	None clear access issues. will make some assumptions. (access % of doors) handyman to do work?		
		TOTAL SCORE		

25

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR RSP Safety Services Ltd.

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	You have indicated on your fee submission that <u>Firesafe Design Ltd.</u> will be your sub-consultant carrying out the FRAs, report-writing, joint project management and coordination. Can you advise on what RSP's role will be in this project?	RSP - Sub-consultant - lead reports work in conjunction with aggregate reports.	
2.	The completed FRA that you submitted relates to a small self-contained, purpose-built block which looks to be relatively recently constructed. In terms of FRA this seems fairly straightforward. However, we are responsible for a range of properties which vary in age, size, height, construction-type and complexity. Do you intend to amend your approach and / or your FRA proforma to take account of this?	AS 79 own formate ↓	
3.	As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?	not a issue do a lot in London	
4.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	5. Max = 10

1642

Fire Protection Assoc.

FIRE RISK ASSESSMENTS

Adam Lewis - ^{Team} manager
Peter Wilkins

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

Thursday

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	- Work places → employees responsible person. - Common areas + m. p. etc. Lift.	2
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	- make contact with managers = access arrangements - F.A. maintenance doc's physical inspection Sample - residents front doors (representative sample) no intrusive inspections - would look in void - Capenhurst	2 1/2
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Immediate issues Investigation on a-going scissor - mattresses Ceiling voids → must be inspected evac. strategy - info to residents.	2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	people - young, old + disabled profile learning difficulties "stay put" refuges etc. communication (hard of hearing) (poor sight)	2

apartments on roof

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	sketch plans lay-out drawing provided	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	within 5 days 1 inspection → 1 write-up (add 1 day to HRS for plan) ↓ delivery → FPA (6 days) the quality check ↓ 10 days	2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	probably 3 staff involved 2 people → 12 months all P-T employees. (35 people based regionally)	2
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Dangerous Substances Assessments	0
		TOTAL SCORE	14 1/2

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Fire Protection Association

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>The completed FRA that you submitted was a multi-purpose block - but not a residential block. Do you have experience of assessing residential blocks?</p> <p>We are responsible for a range of properties which vary in age, size, construction-type and complexity. Can you confirm if the proforma used in the submitted FRA is what you plan to use for our blocks?</p> <p>Do you intend to amend your approach and / or your FRA proforma to take account of this?</p>	<p>Standard template Form - "suitable + sufficient" tweak accordingly</p> <p>experience of high-rise + residential premises - social + private.</p>	
2.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>Baker St.</p>	
		TOTAL SCORE	<p>2 Max = 10</p>

Project Managers. → one part of contract

Peter Wilkinson
Adair Lewis

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Applies 2 Work Places. Responsible persons → residential Common areas + escape routes. Lift motor rooms.	2
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this? Flats on the roof.	Applies 4 areas Review paperwork - test Certs. Sample fire doors. Not expecting to make intrusive surveys wld look in open areas. Compartmentation + fire stopping.	2½
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken? Evac strategy info given to residents.	Investigation ongoing. Immediate issues → scissor arrangement → make major inspection in the ceiling voids. They believe their approach is thorough.	2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	People is mix of things. Young + old + everything in between. Need 2 know resident profile. Stay put good starting policy. Refuges. Have 2 communicate.	2

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	<p>Sketch plans on site @ same time as FRA.</p> <p>Time will be def x the size + complexity of the bldg. May add a day to the FRA.</p> <p>P/T employees.</p> <p>Establishment of ≈ 35.</p>	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	<p>FRA in 5 days written up. Then qual checked at office ≈ 1 day.</p> <p>In total about 10 days.</p> <p>2 working on it over 12 mths.</p>	2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	<p>Would need extra resources to do it in 6 mths. Not looking 2 use too many assessors 4 consistency.</p>	2
8.	<p>Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required?</p> <p>What are these additional requirements?</p>	<p>Hazardous materials.</p> <p>Dangerous substances</p>	0
TOTAL SCORE			14 1/2

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Fire Protection Association

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>The completed FRA that you submitted was a multi-purpose block - but not a residential block. Do you have experience of assessing residential blocks?</p> <p>We are responsible for a range of properties which vary in age, size, construction-type and complexity. Can you confirm if the proforma used in the submitted FRA is what you plan to use for our blocks?</p> <p>Do you intend to amend your approach and / or your FRA proforma to take account of this?</p>	<p>Happy to adapt if necessary. Template form accepted to other Fire Auths.</p> <p>Res premises \approx 68 + 70. Both private + public.</p>	
2.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>London office - Baker St</p> <p>Allocated P. M. will liaise with any F. B. queries.</p>	
		TOTAL SCORE	Max = 10

No understanding of residents, clients needs.
 Little ref 2 meeting / training to F. B.
 No preparation.

GRAND TOTAL 16 1/2

Salvus Consulting

Andy Furness

Steve Wayne —
worked for H.A.

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

VALERIE
STARPLES

14/8/09

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Common areas as lldls. Responsibility. Who could be at risk? Dove tails in Hsg Acts. Maintenance of alarms Work with us.	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this? News block. Effective Evacuation strategy	Gather info. Desktop. Resident profile. Communicate to users. Communal areas. Access to areas where they have resp. Cautionary Reports! → Compartmentation breach	4
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken? Issues will arise in the future.	Mainly visual inspection if tiles missing will look. Can report on one → works order. up to us 2 see if applies 2 all.	2 1/2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating? Thorough.	Evacuation Can't assess the building won't be res — a lot of detail.	5

RBSK-Corporate Safety Training Team
Concentrated on Industrial + Commercial

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	8 employees. Steve wld lead. Min 4 doing the FRA. 3 Admin Lower measure. Hand held. nic access arrangement.	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	Not carried out a prediction of time. Electronic forms in the week. Plans would follow depending on size + complexity of the bldg. Prices based on square metres.	2 1/2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	Proviso - on plans. Can do the reports in the 6 mths. Dedicated team	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Examination all fire escape routes - does that nic for flats (point of clarification)	0
		TOTAL SCORE	22

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Salvus

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted a completed FRA on a very comprehensive proforma – is this what you plan to use for our blocks?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>Says</p> <p>Yes. FB happy w it?</p> <p>include liaison w residents.</p>	
2.	<p>Would you have any objection to sorting / colour-coding your Action Plans into –</p> <p>Legal – required by RRO</p> <p>Recommended – recommended by BS, good practice etc.</p> <p>Improvement – considered to enhance fire safety</p> <p>(Because of the no. of blocks & limited resources need to be assured that we are targeting the most important actions.)</p>	<p>No problem.</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>Can if you want.</p> <p>Cautionary</p>	
4.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>Worked w London Boroughs. No problem.</p>	

GRAND TOTAL
(29)

7

5.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	Max = 10

Firecare 999

VALERIE
SHAPLES

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

14/8/09

Jan Shakespeare
~~Alison Dunn~~
Martin

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings? Need 2 share info.	would challenge the F.B. Must assess common parts Translated documents. Not paper exercise. Dependent on good compartmentation. Diversity Must involve users, res grps.	4
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	long corridors, compartments every 30m. Signage. Stay put policy. lighting. Education. Need 2 involve caretakers etc. Is a Fire Marshal trainer. Nearby sheltered block. Clear corridors - rubbish, recycling	4 1/2
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	F.B. under pressure 2 ensure assessments are completed + action taken. High profile - partic social hwy. Educ	3
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Compartmentation will protect. Good fire doors. will give a high risk. Need 2 ident indivs. Red Care - operated by B.T. Escape routes.	4

works w local fire safety team...

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	Card. Tailor made per property. Not anticipating outsourcing anything.	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	FRA → within 1 wk. Any sig issues e-mailed daily + in confidence.	3½
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	27 FRA each which is achievable in 6 mths. 4 Staff.	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	None. Need harmonious rel to local fire safety team.	0
		TOTAL SCORE	24 24½

currently lives in Borough + working in
R&K.

info on fire + evacuation on Website.

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Firecare999

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted two completed FRAs on two different proformas. Do you plan to use one of these for the TMO FRAs and if so which one?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p><i>Joint working meeting. Would use one as a suggestion + adapt 2 suit.</i></p>	
2.	<p>You have quoted the same price for all FRAs regardless of block size (very small block costs the same as an extra large block) - can you comment on this?</p> <p>Additionally, you have quoted the same price for all plans regardless of block size and complexity. Can you advise what we will get for this price?</p>	<p><i>Pragmatic view. Wants 2 do the work @ best price. Based on exp. Travelling time etc.</i></p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p><i>Yes. missing items. used for tracing.</i></p>	
		TOTAL SCORE	Max = 10

GRAND TOTAL
(31)

7 ~~22/2~~

14/8/09

RSP
Quality Control role.
Ray Smith - (Fire safe)
Brian Barry - (Design)
Chris Smith RSP

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Common parts. Consider risk to the property as well. What is needed to manage the risk. Look at fire history, age bldg + make up residents. Fire doors. Maintenance.	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this? Care Home.	Means escape. Protection to staircases. Travel distances. Plant on roof. Use a checklist based on the guidance - makes clear where issues are. Prior work - gas certs eg. How does it affect the res. languages. Stay put. Education - they do try.	3
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken? linked smoke protection Competency.	Structure + External + shld we look at that. Consider alarms. Compartmentation, evacuation. Smoke detection. Impact -> better regimes on maint perhaps. Wait 4 findings. Take things into acc to FRA.	2 1/2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating? Focussed on sheltered.	How do we approach disabilities. Work to us on ideas. Cost offset against risk. Hostels. Priority work to Warden. Know evac strategies + routes. Personal Evac Plans.	2

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme? So days add ⁿ to produce plans which is 1/3 allocated total time extra. CAD	FRA — headed x Brian + 2 Assessors. When system working would bring in add ⁿ employed staff. Lift actions from each report into a spreadsheet. Phone call if a serious prob.	3
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	7 days. urgent reps quicker in draft.	3 1/2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	No problem. Would do extra days. Have resources they can call on in case of sickness.	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Access if they have 2 look @ all fire doors. Assumptions based on % survey. Will have 2 discuss. Common ground on report content / style.	0
		TOTAL SCORE	20

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR RSP Safety Services Ltd.

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	You have indicated on your fee submission that Firesafe Design Ltd. will be your sub-consultant carrying out the FRAs, report-writing, joint project management and coordination. Can you advise on what RSP's role will be in this project?	RSP submitted quote 2 do the reports. Quality Control + management	
2.	The completed FRA that you submitted relates to a small self-contained, purpose-built block which looks to be relatively recently constructed. In terms of FRA this seems fairly straightforward. However, we are responsible for a range of properties which vary in age, size, height, construction-type and complexity. Do you intend to amend your approach and / or your FRA proforma to take account of this?	Diverse stock. and F.B. work to us 2 agree format. PAS79 - used as template	
3.	As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?	Fee included travel. Worked to RBKC on b.g. not an issue.	
4.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?	Have resources to do both so no reflection in prices.	
		TOTAL SCORE	Max = 10

GRAND TOTAL
25

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

Martin Dunne
 Ian Shakespeare

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
Janice	1. What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	FRA must be carried out in common areas. must involve all residents. Have org. in many languages. Not a paper exercise.	4
Janice	2. Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	Dependent on each compartment within to certain levels. Steep put policy - residents not to move. Good signage etc. Train fire marshalls. Regarding materials, damaged in stairways accident - hazard & obstruction. Explain to residents	4 4 1/2
Val	3. Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Yes. Fire Brigades are under great pressure to ensure FRAs are carried out & will take action. Spotlight now on social housing.	3
Val	4. How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Compartmentation is good will protect them. It could - would put them high but the people at risk would be identified. Certain receiving station Red Cross BT monitored alarm system has set up scheme for sheltered housing	4

Ann	5. Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	Have CAD system - all in house not outsourced have all resources in house.	2 1/2
Ann	6. What is your predicted turn around time between completion of each FRA and delivery of the report?	Reasonably completed within a week. This issue would be emailed to client.	3 1/2
Janet	7. On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	27 assessments each which is achievable	3
Janet	8. Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Need good relationship with FinSale's Team. Does not think we have raised anything as the whole process has to be a matter of liaison between all parties.	2 1/2
		TOTAL SCORE	2 1/2

Experience & knowledge very good.
 Management, programming etc. weak. A small organisation
 & don't think they have thought this through

Does challenge Fire Brigades ^{values} ~~commitments~~ on individual premises.

Have saved many lives a lot of money by demonstrating better ways of dealing with

Tallish Tower is a prime example of tunnel effect
a reason for compartmentalization. 30 floors of
people running down one staircase & primary
exit being blocked.

Discussing an education of residents. They seem
positive that residents can be made aware.

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Firecare999

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted two completed FRAs on two different proformas. Do you plan to use one of these for the TMO FRAs and if so which one?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>Have just written proforma a word is one as a station point for discussion</p>	
2.	<p>You have quoted the same price for all FRAs regardless of block size (very small block costs the same as an extra large block) - can you comment on this?</p> <p>Additionally, you have quoted the same price for all plans regardless of block size and complexity. Can you advise what we will get for this price?</p>	<p>Nothing to get work done as cheaply as possible. One price suits all - experience large blocks balance out smaller ones.</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>Yes. Take photos of minor items. I have a fine bag book that can be day loaded from mobile</p>	
		TOTAL SCORE	<p>77. Max = 10</p>

SALVOUS CASHING

FIRE RISK ASSESSMENTS

Andrew Turner
Steve Wain

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
Same	1. What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	As landlords have duties of reasonable person (in our case shared) responsible for common parts. Consider to whom we have duties of care. There is other legislation that refers to dwellings & would think that that is also being looked at.	3
Same	2. Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	As there are many risks focus on about properties & residents particularly those with disabilities who are most at risk. Found out what we have already communicated to residents, who will write to all residents. would like access to all common areas. Some common areas where there is significant issue that needs to be dealt with & shared across sites.	4.
Val	3. Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Used mainly. Basically non-invasive.	2.5
Val	4. How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Assessed with 2. Have to take account of ability within the common part, staircase etc as at some time they will have to be evacuated.	4.5

2. (contd).

Before issue of built report.
Need to get access to drawings, particularly
check doors.

Have done mainly commercial & industrial. Also a little
residential but we are not doing around residential
e.g. a complex issue - need to know the nature of the
building & ensure effective compartmentalisation.

Evacuation plan let, fire alarm etc after to
construct the plan.

Communicate with Fire Dept - particularly as regards
readiness/ability to evacuate.

Typed building will determine whether to improve
evacuation routes or compartmentalisation/stay put
policy

Do not do insurance investigation (unless there is
opportunity because says a ceiling etc is missing)

Ann

Ann

Sant

Sant

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	8 employees. Steve will lead. 2 FRA assessors & possibly 1 more. Will do plans (have new list). Plans will impact.	2. <i>Telity</i>
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	Have not calculated. Given that they were not aware they had to do all plans. Used, where of a week for report.	2 1/2.
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	Reports only delivered within 6 months. Plans might not be possible as well. (Check sq. m. age of Trellish common parts)	3.
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	Asked about air monitoring equipment in some flats. Sanjay explained about some secondary escape routes.	0
TOTAL SCORE			22

+ 7
29

1. 2,
Curren (RBKC) General Training Team

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Salvus

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted a completed FRA on a very comprehensive proforma – is this what you plan to use for our blocks?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>	<p>Yes. Have visited Firecube system which can be adapted to whatever type of building. Downloaded Handbook used by Fire Brigade. This proforma was produced for this project.</p>	
2.	<p>Would you have any objection to sorting / colour-coding your Action Plans into –</p> <p>Legal – required by RRO</p> <p>Recommended – recommended by BS, good practice etc.</p> <p>Improvement – considered to enhance fire safety</p> <p>(Because of the no. of blocks & limited resources need to be assured that we are targeting the most important actions.)</p>	<p>Not a problem. Never stop checking / improving the plan.</p>	
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>	<p>Can if we want. Think that it should be very carefully considered as could be used as evidence of non-performance.</p>	
4.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>No problem with travelling into London every day. They have access to building.</p>	

5.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	<div> <div>Max =</div> <div>10</div> </div>

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

Ray Smith

Chris Smith

Brian Barry

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Common parts of residential. Also require a risk assessment of other parts (e.g. plant rooms). There is a relationship between dwellings & common parts (i.e. building). Reason to visit to assess occupants as we must manage risk within dwellings.	3
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	Means of escape (stairs), distances, quality of fire doors & properties, Do plans. Roof as well. Check list based on guidance (more like an audit) Action plan with out of list. Do all checks - no assumption on sameness, Incl. where checks have been done & agree with them. How who is referred to residents - location, barriers.	3 over.
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Reaction regarding scope statements. Not bad if there are controlled properly. That was unusual cases. Depends on outcome of investigation Probably have to look at maintenance & management, wrong to react too quickly but should be reflected in the assessment of arrangements.	2½
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	Need us to provide info on disabled so that support can be discussed. Work with workers, etc to make sure processes (assessment) are revised. Develop escape plan. Handbooks should examine all residents if they have disabilities.	2.

Commentary on 1??

2. Complete issue - Residual care homes; negs. not understood & not applied. Renovation expensive. Find the cheapest way to comply. Education of staff. work with client to increase/improve fire protection

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	<p>Put assessments in-house & necessary bring in (agency) extra staff, mention about production reports.</p> <p>50 days additional work - 1/3rd of overall time.</p> <p>Doing it at same time as assessment.</p> <p>Spreadsheet</p>	3
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	7 days. Particular issues varied immediately.	3 1/2.
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	Time same. But. would require resource to resource.	3
8.	Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required? What are these additional requirements?	<p>Easy to respond to.</p> <p>Questions arise over common problems - access re checking time down.</p> <p>Spec regarding report could have been more detailed & report could be defined.</p>	0.
		TOTAL SCORE	20.

Asked several questions at end.

5
25

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR RSP Safety Services Ltd.

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	You have indicated on your fee submission that Firesafe Design Ltd. will be your sub-consultant carrying out the FRAs, report-writing, joint project management and coordination. Can you advise on what RSP's role will be in this project?	Brian RSP puts reports together and oversees. Dennis comments.	
2.	The completed FRA that you submitted relates to a small self-contained, purpose-built block which looks to be relatively recently constructed. In terms of FRA this seems fairly straightforward. However, we are responsible for a range of properties which vary in age, size, height, construction-type and complexity. Do you intend to amend your approach and / or your FRA proforma to take account of this?	Work with us to come up with a proforma which would be standardised. (ASTA)	
3.	As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?	Fees include travel Dublin, (Cambridge).	
4.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?	Could see no difference in the resources.	
		TOTAL SCORE	5 Max = 10

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009Peter Wilkinen,
Adair Hewitt

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?	Applies to work places & responsibility of employers. Has ^{is} not applicable to residential properties & dwellings.	2
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?	Make procedure with management agent. Carry out assessments, sample of residents (both day & night) but would not interview residents but would look at their spaces. Immediate issues resolved immediately. Complex issue - roof to apartment's support structure should have been taken to flat a roof flat.	2
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?	Questioning still ongoing but some immediate issues known. Unusual scenes assessment overlooking corridor. Question on evacuation process. As first strategy is to remain in one dwelling the unusual scenes become this.	2
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?	People who occupy are the most important. Need to find out profile of residents and what their problems are. Evacuation needs where there is no plan - put policies. Could well affect the risk rating.	2

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?	<p>Shared 2 prices. Stakeholder on site at same time as assessments not as ^{disruptive} disruptive ^{efficient} efficient.</p> <p>Production plans would add a day to delivery.</p> <p>Probably 2/3 people.</p> <p>All part time employees</p>	2
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?	<p>Report within 5 days</p> <p>Inspection → report!</p>	2
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.	<p>Employ ^{probably} more people on 6 months.</p>	2
8.	<p>Having read the brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required?</p> <p>What are these additional requirements?</p>	<p>Dangerous materials not mentioned</p>	0
TOTAL SCORE			14

Experience very limited.
Poor responses.

+2
16

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Fire Protection Association

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>The completed FRA that you submitted was a multi-purpose block - but not a residential block. Do you have experience of assessing residential blocks?</p> <p>We are responsible for a range of properties which vary in age, size, construction-type and complexity. Can you confirm if the proforma used in the submitted FRA is what you plan to use for our blocks?</p> <p>Do you intend to amend your approach and / or your FRA proforma to take account of this?</p>	<p>Standard template format. I have experience then could be tweaked but consider adequate as it is. Have done residential previous - high class ones (10 odd). Both private and social housing.</p>	
2.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>	<p>Have a London office (Baker Street) but can draw from other places.</p>	
		TOTAL SCORE	<p>2 Max = 10</p>

VISITORS TO CHARLES HOUSE

FRIDAY 14TH AUGUST 2009

The following people will be visiting Janet Rhymes, TMO Technical Services, 4th Floor, Spur A.
Please notify Extension 6412 when they arrive.

9.30 a.m.	Firecare 999	Martin Dunne Ian Shakespere
10.45 a.m.	Salvus Consulting Ltd	Andrew Furness Steve Wain
1.00 p.m.	RSP Safety Services Ltd	Ray Smith Chris Smith Brian Barry
2.15 p.m.	Fire Protection Association	Peter Wilkinson Adair Lewis

**FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS**

**TIMETABLE
FOR
14TH AUGUST 2009**

9.30 a.m.	Firecare 999
10.45 a.m.	Salvus Consulting ltd
12 noon – 1.00 p.m.	Lunch
1.00 p.m.	RSP Safety Services Ltd
2.15 p.m.	Fire Protection Association
3.15 p.m.	Discussion

Interviews shall be 1 hour each with a 15 minute break between for panel to score performance.

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

QUESTIONS FOR ALL CONSULTANTS

	QUESTION	NOTES ON ANSWER	SCORE out of 5
1.	What is your interpretation of how the RRO relates to residential blocks and specifically, to what extent does it impact upon the residents and their dwellings?		
2.	Outline your approach to carrying out fire risk assessments in residential blocks and your experience of putting this into practice. Can you give an example of a complex issue which arose from a residential FRA and how you resolved this?		
3.	Following the recent tragic fire at the residential block (Lakanal House) in Camberwell, do you see this impacting on the scope of residential fire assessments and how they are undertaken?		
4.	How do you anticipate residents' physical disabilities, vulnerabilities, etc. impacting upon the fire risk assessment and to what extent do you feel that this could influence the resultant risk rating?		

5.	Outline your arrangements including resourcing for producing the necessary plans. What, if any, impact do you anticipate this will have on the assessment programme?		
6.	What is your predicted turn around time between completion of each FRA and delivery of the report?		
7.	On your fee submission you indicated that, if required, you would be able to complete the whole programme within 6 months, as opposed to 12 months. Explain how you propose to achieve this.		
8.	<p>Having read the Brief do you have any additional requirements which, if not considered, could prevent you doing this work as comprehensively as required?</p> <p>What are these additional requirements?</p>		
		TOTAL SCORE	

FIRE RISK ASSESSMENTS
CONSULTANT INTERVIEWS
FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Firecare999

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted two completed FRAs on two different proformas. Do you plan to use one of these for the TMO FRAs and if so which one?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>		
2.	<p>You have quoted the same price for all FRAs regardless of block size (very small block costs the same as an extra large block) - can you comment on this?</p> <p>Additionally, you have quoted the same price for all plans regardless of block size and complexity. Can you advise what we will get for this price?</p>		
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>		
		TOTAL SCORE	Max = 10

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR RSP Safety Services Ltd.

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	You have indicated on your fee submission that Firesafe Design Ltd. will be your sub-consultant carrying out the FRAs, report-writing, joint project management and coordination. Can you advise on what RSP's role will be in this project?		
2.	The completed FRA that you submitted relates to a small self-contained, purpose-built block which looks to be relatively recently constructed. In terms of FRA this seems fairly straightforward. However, we are responsible for a range of properties which vary in age, size, height, construction-type and complexity. Do you intend to amend your approach and / or your FRA proforma to take account of this?		
3.	As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?		
4.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	Max = 10

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Fire Protection Association

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>The completed FRA that you submitted was a multi-purpose block - but not a residential block. Do you have experience of assessing residential blocks?</p> <p>We are responsible for a range of properties which vary in age, size, construction-type and complexity. Can you confirm if the proforma used in the submitted FRA is what you plan to use for our blocks?</p> <p>Do you intend to amend your approach and / or your FRA proforma to take account of this?</p>		
2.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>		
		TOTAL SCORE	Max = 10

FIRE RISK ASSESSMENTS

CONSULTANT INTERVIEWS

FRIDAY 14TH AUGUST 2009

INDIVIDUAL QUESTIONS FOR Salvus

	QUESTION	NOTES ON ANSWER	TOTAL SCORE out of 10
1.	<p>You submitted a completed FRA on a very comprehensive proforma – is this what you plan to use for our blocks?</p> <p>Do you anticipate that this proforma will need to be amended or enhanced for our purposes? (In what way? / How?)</p>		
2.	<p>Would you have any objection to sorting / colour-coding your Action Plans into –</p> <p>Legal – required by RRO</p> <p>Recommended – recommended by BS, good practice etc.</p> <p>Improvement – considered to enhance fire safety</p> <p>(Because of the no. of blocks & limited resources need to be assured that we are targeting the most important actions.)</p>		
3.	<p>Do you propose to include any photographs in your reports? (Helpful to demonstrate defects / areas of concern etc.)</p>		
4.	<p>As you don't appear to be London-based can you confirm how you plan to deal with the logistics of this commission?</p>		

5.	You submitted identical prices for completing the works in either 6 months or 12 months. Can you advise how this can be achieved?		
		TOTAL SCORE	Max = 10

FIRE RISK ASSESSMENTS
ANALYSIS OF FEE QUOTATIONS RECEIVED

	FIRECARE 999		RSP SAFETY SERVICES LTD		FIRE PROTECTION ASSOCIATION		SALVUS CONSULTING LTD	
BLOCK SIZE	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS	12 MONTHS	6 MONTHS
FRA REPORTS								
Very Small	£400	£440	£239.25	£239.25	£200	£220	£195	£195
Small	£400	£440	£362.50	£362.50	£250	£275	£265	£265
Medium	£400	£440	£725.00	£725.00	£350	£375	£350	£350
Large	£400	£440	£725.00	£725.00	£450	£475	£565	£565
Extra Large	£400	£440	£725.00	£725.00	£520	£550	£895	£895
FRA REVIEWS								
Very Small	£330	£440	£181.25	£181.25	£140	£155	£160	£160
Small	£330	£440	£239.25	£239.25	£175	£190	£235	£235
Medium	£330	£440	£543.75	£543.75	£240	£265	£315	£315
Large	£330	£440	£543.75	£543.75	£320	£350	£510	£510
Extra Large	£330	£440	£543.75	£543.75	£360	£400	£815	£815
FLOOR PLANS								
Very Small	£75	£75	£125.00	£125.00	£135	£150	£75	£75
Small	£75	£75	£187.00	£187.50	£180	£200	£125	£125
Medium	£75	£75	£250.00	£250.00	£225	£250	£215	£215
Large	£75	£75	£375.00	£375.00	£270	£300	£325	£325
Extra Large	£75	£75	£500.00	£500.00	£360	£400	80p/sq.m	80p/sq.m
DISCIPLINE	TIME CHARGE RATES							
FRA Director/Team Leader	£80 per hour		£82.50 per hour		£90 per hour			
FRA Team Member	£75 per hour							
Lead Assessor			£65 per hour					
Fire Risk Assessor			£50 per hour					
Coordinator			£15 per hour					
Technical Manager					£75 per hour			
Consultant					£60 per hour			
FRA Fire Safety Advisor							£75 per hour	
Senior FSA							£95 per hour	
Senior Project Manager							£50 per hour	
Admin Support							£25 per hour	
Technical Support							£38 per hour	

Janet Rhymes

From: Andrew Furness [andrewfurness@salvus-consulting.co.uk]
Sent: 12 August 2009 15:30
To: Janet Rhymes
Subject: RE: Fire Risk Assessments - Interview

Hello Janet

yes I confirm our attendance, I will be bringing my Senior Fire
Safety Advisor Steve Wain with me

regards

Andrew

Andrew P Furness
Managing Director

Salvus
Safety Management & Training

Salvus Consulting Ltd
Safety Management & Training
Tel: [REDACTED]
Mobile: [REDACTED]
Fax: [REDACTED]

visit us at <http://salvus-consulting.co.uk>

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individual and not Salvus Consulting Ltd unless explicitly stated.

From: info
Sent: 12 August 2009 15:25
To: Andrew Furness
Subject: FW: Fire Risk Assessments - Interview

13/08/2009

TMO10037438_0221

TMO10037438/221

From: Janet Rhymes [mailto:jrhymes@kctmo.org.uk]
Sent: 12 August 2009 13:46
To: info
Subject: FW: Fire Risk Assessments - Interview

Andrew

Please confirm that you will be attending the interview on Friday at 10.45 a.m. and let me have the names of the people who will be attending.

I have to register Friday's visitors tomorrow morning by 10.00 a.m. at the latest.

Janet

From: Janet Rhymes
Sent: 11 August 2009 11:59
To: 'info@salvus-consulting.co.uk'
Subject: Fire Risk Assessments - Interview

For the attention of Andrew Furness

Andrew

Thank you for submitting a fee quotation. As you are aware we are interviewing all consultants who have submitted a fee quotation.

Interviews are next Friday 14th August 2009. The time of your interview is 10.45 a.m.

The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

It would be appreciated if you could limit your team to no more than three people although two would be preferable.

Please sign in at the Main Reception at Charles House and give my name. They will ring our admin ([REDACTED]) and someone will come and collect you.

We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

Many thanks.

Janet

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TMO10037438/222

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TMO10037438_0223

TMO10037438/223

Janet Rhymes

From: info@firecare999.com
Sent: 11 August 2009 19:31
To: Janet Rhymes
Subject: Re: Fire Risk Assessments - Interview

Dear Janet

Thank you for your email.

I am pleased to confirm my attendance at the interview at Charles House this Friday 14th August at 9.30am. I shall be attending the interview with Ian Shakesphere Fire Safety Consultant Firecare 999 team.

I shall look forward to meeting you on the day. Thanks

Regards

Martin Dunne

Firecare 999 Ltd
www.firecare999.com

On Tue, 11 Aug 2009 11:46:57 +0100, "Janet Rhymes" <jrhymes@kctmo.org.uk> wrote:

> For the attention of Martin Dunne

>

> Martin

>

> Thank you for submitting a fee quotation. As you are aware we are interviewing all the consultants who have submitted a fee quotation.

>

> Interviews are next Friday 14th August 2009. The time of your interview is 9.30 a.m.

>

> The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

>

> It would be appreciated if you could limit your team to no more than three people although two would be preferable.

>

> Please sign in at the Main Reception at Charles House and give my name. They will ring our admin. ([REDACTED]) and someone will come and collect you.

>

> We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

>

> Many thanks

>

> Janet

>

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Janet Rhymes

From: Peter Wilkinson [pwilkinson@thefpa.co.uk]
Sent: 11 August 2009 13:44
To: Janet Rhymes
Cc: Kay Helm
Subject: RE: Fire Risk Assessments - Interview

Janet,

Many thanks for the interview details. For pre-registration purposes, Adair Lewis and I will be attending. I look forward to our meeting on Friday at 1415h.

Kind regards,

Peter



**Fire Protection
Association**

Peter Wilkinson
Associate Director, Fire and Risk Services
Fire Protection Association

T: [REDACTED]
F: [REDACTED]
M: [REDACTED]
E: pwilkinson@thefpa.co.uk

London Road, Moreton-in-Marsh, Gloucestershire, GL56 0RH, UK

T: [REDACTED]
W: www.thefpa.co.uk

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From: Janet Rhymes [mailto:jrhymes@kctmo.org.uk]
Sent: 11 August 2009 12:16
To: Peter Wilkinson
Cc: Adam Kiziak
Subject: Fire Risk Assessments - Interview

Peter

Thank you for submitting a fee quotation. As you are aware we are interviewing all the consultants who have submitted a fee quotation.

Interviews are next Friday 14th August 2009. The time of your interview is 2.15 p.m.

The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

It would be appreciated if you could limit your team to no more than three people although two would

11/08/2009

TMO10037438_0226

TMO10037438/226

be preferable.

Please sign in at the Main Reception at Charles House and give my name. They will ring our admin ([REDACTED]) and someone will come and collect you.

We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

Many thanks.

Janet

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TMO10037438/227

Janet Rhymes

From: Diane Smith [diane@rpsafety.co.uk]
Sent: 11 August 2009 12:29
To: Janet Rhymes
Subject: RE: Fire Risk Assessments - Interview

Dear Janet

Thank you. The three people who will be attending the interview are Ray Smith, Chris Smith and Brian Barry.

I note that they will not be required to make a presentation.

Best regards

Diane

Diane Smith BA(Hons). LicFITOL, CMIOSH, MIIRSM, MinstLM
Director of Training
RSP Safety Services Ltd
[REDACTED]

We have moved! Please note our new address from 1st June 2009:
Archdeaconry House
Gravel Walk
Peterborough
PE1 1YU
[REDACTED]

From: Janet Rhymes [mailto:jrhymes@kctmo.org.uk]
Sent: 11 August 2009 12:07
To: Diane Smith
Subject: Fire Risk Assessments - Interview

Diane

Thank you for submitting a fee quotation. As you are aware we are interviewing all the consultants who have submitted a fee quotation.

Interviews are next Friday 14th August 2009. The time of your interview is 1.00 p.m.

The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

It would be appreciated if you could limit your team to no more than three people although two would be preferable.

Please sign in at the Main Reception at Charles House and give my name. They will ring our admin ([REDACTED]) and someone will come and collect you.

We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

Many thanks.

Janet

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TMO10037438/228

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TMO10037438_0229

TMO10037438/229

Janet Rhymes

From: Janet Rhymes
Sent: 11 August 2009 11:47
To: 'info@firecare999.com'
Subject: Fire Risk Assessments - interview

For the attention of Martin Dunne

Martin

Thank you for submitting a fee quotation. As you are aware we are interviewing all the consultants who have submitted a fee quotation.

Interviews are next Friday 14th August 2009. The time of your interview is 9.30 a.m.

The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

It would be appreciated if you could limit your team to no more than three people although two would be preferable.

Please sign in at the Main Reception at Charles House and give my name. They will ring our admin. (██████████) and someone will come and collect you.

We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

Many thanks

Janet

11/08/2009

TMO10037438_0230

TMO10037438/230

Janet Rhymes

From: Janet Rhymes
Sent: 11 August 2009 11:59
To: 'info@salvus-consulting.co.uk'
Subject: Fire Risk Assessments - Interview

For the attention of Andrew Furness

Andrew

Thank you for submitting a fee quotation. As you are aware we are interviewing all consultants who have submitted a fee quotation.

Interviews are next Friday **14th August 2009**. The time of your interview is **10.45 a.m.**

The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

It would be appreciated if you could limit your team to no more than three people although two would be preferable.

Please sign in at the Main Reception at Charles House and give my name. They will ring our admin ([REDACTED]) and someone will come and collect you.

We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

Many thanks.

Janet

11/08/2009

TMO10037438_0231

TMO10037438/231

Janet Rhymes

From: Janet Rhymes
Sent: 11 August 2009 12:07
To: 'Diane Smith'
Subject: Fire Risk Assessments - Interview

Diane

Thank you for submitting a fee quotation. As you are aware we are interviewing all the consultants who have submitted a fee quotation.

Interviews are next Friday **14th August 2009**. The time of your interview is **1.00 p.m.**

The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

It would be appreciated if you could limit your team to no more than three people although two would be preferable.

Please sign in at the Main Reception at Charles House and give my name. They will ring our admin ([REDACTED]) and someone will come and collect you.

We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

Many thanks.

Janet

11/08/2009

TMO10037438_0232

TMO10037438/232

Janet Rhymes

From: Janet Rhymes
Sent: 11 August 2009 12:16
To: 'pwilkinson@thefpa.co.uk'
Cc: 'akiziak@thefpa.co.uk'
Subject: Fire Risk Assessments - Interview

Peter

Thank you for submitting a fee quotation. As you are aware we are interviewing all the consultants who have submitted a fee quotation.

Interviews are next Friday 14th August 2009. The time of your interview is 2.15 p.m.

The interview will last 1 hour. You will be asked questions by a panel of 5 officers. Some of the questions may arise from the information submitted with your quotation. You will not be required to make a presentation.

It would be appreciated if you could limit your team to no more than three people although two would be preferable.

Please sign in at the Main Reception at Charles House and give my name. They will ring our admin [REDACTED] and someone will come and collect you.

We have to pre-register all visitors so would you please let me have the names of the people who will be attending the interview by tomorrow.

Many thanks.

Janet

11/08/2009

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TMO10037438/233

KENSINGTON AND CHELSEA TMO

TECHNICAL SERVICES

QUOTATIONS RETURN FORM

QUOTATIONS HAVE BEEN INVITED FOR THE FOLLOWING:-							
Project Title:		Fire Risk Assessments					
Description of the Works:		Carrying out fire risk assessments on residential blocks					
Consultancy Services required for:		Carrying out fire risk assessments					
Estimated Fees:		N/A					
CLIENT PROJECT MANAGER: Valerie Sharpies							
QUOTATIONS SENT OUT BY: Janet Rhymes							
DATE AND TIME FOR RETURN OF QUOTATIONS: 12 noon on 10 th August 2009							
QUOTATIONS TO BE OPENED BY: Director of Technical Services							
QUOTATIONS INVITED/RECEIVED:-							
FIRMS INVITED		COMPLETED SUBMISSIONS RECEIVED					
				Quote Form	Bona Fide Tender	Freedom of Info	Addn. Info
1.	RBKC Building Control	DECLINED					
2.	Firecare999			✓	✓	✓	✓
3.	RSP Safety Services Ltd			✓	✓	✓	✓
4.	Fire Protection Association			✓	✓	✓	✓
5.	Salvus Consulting Ltd			✓	✓	✓	✓
OPENING OF TENDERS/QUOTATIONS:							
Opened by:	Signature: <i>L. Good</i>			Print Name: <i>Liam Good</i>			
Witnessed by:	Signature: <i>A.C. Rhymes</i>			Print Name: <i>JANET RHYMES</i>			
Date:	11/08/09						
OPENED TENDERS/QUOTATIONS TO BE DELIVERED TO: Janet Rhymes							
RECEIVED BY: <i>JANET RHYMES</i>							
Signature: <i>A.C. Rhymes</i>			Print Name: <i>JANET RHYMES</i>				
Date: 11/08/09							

Planning and Borough Development
DEPARTMENT OF BUILDING CONTROL, TOWN HALL, HORNTON STREET, LONDON, W8 7NX

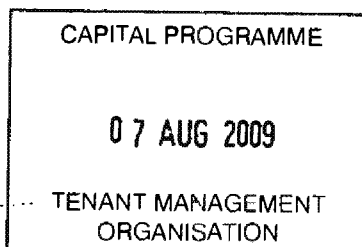
Executive Director Planning and Borough Development
Mr David Prout

Head of Building Control
John Jackson BSc(Hons) CEng MICE MRICS MBEng



THE ROYAL BOROUGH OF
**KENSINGTON
AND CHELSEA**

Janet Rhymes
Consultancy Services Manager
Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH



Date: 4 August 2009

Your Reference: JCR/inv1a

My reference:
Please ask for: John Jackson

Dear Ms Rhymes

**FIRE RISK ASSESSMENTS
INVITATION TO QUOTE FOR CONSULTANCY SERVICE**

Thank you for your letter dated 17 July 2009, together with enclosures, inviting us to submit a quotation.

Having studied the documentation I regret to inform you that in this instance we will not be submitting a quote and therefore return the tender documents.

Our reason for declining the invitation is threefold. The number of premises to be visited within the timeframe specified, which would include visiting individual dwellings within each building, is considered to be unrealistic. Secondly, the level of detail required in each audit, including detailed descriptions and outline specifications, is too onerous within this timeframe. Finally, the additional task of identifying the presence of asbestos and other hazardous materials is outside our knowledge.

In view of the urgency for risk assessments to be undertaken on the premises identified we would suggest the following approach:

1. Priority surveys be undertaken to identify the major fire risks and any significant findings to be addressed as a matter of urgency. This can then be followed by a more in-depth fire risk assessment over an agreed timeframe that identifies lesser risks.

Direct Line: 
Mobile: 
Fax: 
Email: building.control@rbkc.gov.uk
Web: www.rbkc.gov.uk/Planning/buildingcontrol



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TMO10037438/235

2. Liaise with the Fire Brigade to agree a manageable regime in which priority and follow-up surveys are undertaken and reported.
3. Asbestos and hazardous material surveys should be subject to a separate contract due to the specialised nature of such surveys and the risks involved.

A fire risk assessment survey has been undertaken at Milmans House and I enclose this as an example of the report that can be produced. Also, as professionals, we wish to draw to your attention the risks that need to be addressed.

I would be pleased to discuss this Contract with you should you wish and would be interested to receive an invitation to tender for any further work in this regard.

Yours sincerely

John Jackson
Head of Building Control

KENSINGTON AND CHELSEA TMO
TECHNICAL SERVICES
QUOTATIONS RETURN FORM

QUOTATIONS HAVE BEEN INVITED FOR THE FOLLOWING:-							
Project Title:		Fire Risk Assessments					
Description of the Works:		Carrying out fire risk assessments on residential blocks					
Consultancy Services required for:		Carrying out fire risk assessments					
Estimated Fees:		N/A					
CLIENT PROJECT MANAGER: Valerie Sharpies							
QUOTATIONS SENT OUT BY: Janet Rhymes							
DATE AND TIME FOR RETURN OF QUOTATIONS: 12 noon on 10th August 2009							
QUOTATIONS TO BE OPENED BY: Director of Technical Services							
QUOTATIONS INVITED/RECEIVED:-							
FIRMS INVITED		COMPLETED SUBMISSIONS RECEIVED					
				Quote Form	Bona Fide Tender	Freedom of Info	Addn. Info
1.	RBKC Building Control						
2.	Firecare999						
3.	RSP Safety Services Ltd						
4.	Fire Protection Association						
5.	Salvus Consulting Ltd						
OPENING OF TENDERS/QUOTATIONS:							
Opened by:		Signature:			Print Name:		
Witnessed by:		Signature:			Print Name:		
Date:							
OPENED TENDERS/QUOTATIONS TO BE DELIVERED TO: Janet Rhymes							
RECEIVED BY:							
Signature:				Print Name:			
Date:							

Form:JCR12/08/08

TMO10037438_0237

TMO10037438/237

Janet Rhymes

From: Janice Wray
Sent: 04 August 2009 15:59
To: 'akiziak@thefpa.co.uk'
Cc: Janet Rhymes
Subject: FW: Fire Risk Assessment Tender
Importance: High

Dear Mr Kiziak,

With regard to your specific queries below I would advise as follows -

1. It is expected that you would inspect / examine a sample of the flat entrance doors - in most blocks the majority will clearly be of identical age and construction so it would not be necessary or reasonable to expect an inspection of each individual door. Once a programme has been agreed we would write to residents advising of the fire risk assessments and asking residents to provide access if required. We would also provide you with a letter of introduction / authorisation on headed notepaper for each of your surveyors advising any resident with concerns to telephone the TMO on a dedicated number for clarification or reassurance that you are at their block legitimately.
2. We are keen to have clear drawings / floor plans but as we are unable to provide consistent plans for each block we have not reached a firm decision on what is appropriate and we are therefore keen for Consultants to cost the necessary plans. If you are able to provide either simple paper plans or CAD drawings then please feel free to provide separate costings for each.
3. We would expect each dwelling to receive a notice through their letterbox.

Hope this is clear. Please advise if you have any further queries.

Janice Wray
Health & Safety Adviser

Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH

Tel: [REDACTED]
www.kctmo.org.uk

From: Adam Kiziak [mailto:akiziak@thefpa.co.uk]
Sent: 04 August 2009 13:51
To: Janet Rhymes
Subject: Fire Risk Assessment Tender
Importance: High

Dear Ms Rhymes,

I can confirm that we have received the tender documents for the fire risk assessment work, and that we intend to submit a tender.

However, we do have a few questions that we hope you can help with:

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1. Point 1.1 states that the FRA will include an individual examination of each fire door including whether it operates correctly. Is this intended to include each front door to the individual dwellings, which may be required to be a fire door? If so, how is it intended that access will be gained?
2. Item 1.7 discusses the marking up or production of floor plans. Does this refer to simple paper based plans or electronic CAD plans?
3. Item 6.2 refers to the consultant sending notices to all residents to make them aware of the works. Is it your intention that each individual dwelling will receive a letter informing them, or is a more general notice placed in a communal area acceptable?

Obviously the deadline for the tender submission is looming, so if possible we would be grateful for a swift response.

Thanks in advance.

Kind regards,

Adam

Adam Kiziak DipCFPA (Europe)
Fire Safety Consultant
Fire Protection Association




**Fire Protection
Association**

T: [REDACTED]
M: [REDACTED]
F: [REDACTED]
E: akiziak@thefpa.co.uk

London Road, Moreton-in-Marsh, Gloucestershire, GL56 0RH

T: [REDACTED]
W: www.thefpa.co.uk

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TMO10037438/239

Janet Rhymes

From: Janice Wray
Sent: 04 August 2009 15:09
To: [REDACTED]
Cc: Janet Rhymes
Subject: FW: Fire Risk Assessments

Martin

Janet has passed me a copy of your e-mail. We look forward to receiving your completed tender submission.

I just wanted to point out that it is extremely unlikely that building plans will be available as it appears we do not have these in a consistent format for each of the properties listed. We would, therefore, be grateful if you would ensure that the necessary drawings are costed accordingly.

Any queries please advise

thanks

Janice Wray
Health & Safety Adviser

Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH

Tel: [REDACTED]
www.kctmo.org.uk

From: Janet Rhymes
Sent: 04 August 2009 14:47
To: Janice Wray
Subject: FW: Fire Risk Assessments

For your info.

Janet

From: [REDACTED] [REDACTED]
Sent: 04 August 2009 14:42
To: Janet Rhymes
Subject: Re: Fire Risk Assessments

Dear Janet

Thanks for your very important email.

I wish to confirm that I shall be submitting a tender quotation with the required documentation for the Fire Risk Assessments for the TMO on Friday 7th August.

As I am familiar with the list of properties, their sizes and their locations, therefore site visits will not be required prior to the interview.

For operational reasons, and delivery of building plans etc particularly for the current RBK&C Business Groups, kindly use the address below for a swift response.

05/08/2009

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TMO10037438/240

I shall look forward to attending the interview on Friday 14th August. Thanks again.

Regards

Martin Dunne MIFPO
Director

Firecare 999

Tel: [REDACTED]

email: info@firecare999.com

www.firecare999.com

The Admin Unit 99. 272 Kensington High Street. London W8 6ND

05/08/2009

TMO10037438_0241

TMO10037438/241

Janet Rhymes

From: Janet Rhymes
Sent: 04 August 2009 14:55
To: Janice Wray
Subject: RE: Fire Risk Assessments

Yes, but I think you just ought to say that it is very unlikely that any building plans will be available.

From: Janice Wray
Sent: 04 August 2009 14:51
To: Janet Rhymes
Subject: RE: Fire Risk Assessments

Janet

when he says "delivery of building plans" does he think that these are being provided by us for each building?? Do we need to go back to him to clarify?

Janice

From: Janet Rhymes
Sent: 04 August 2009 14:47
To: Janice Wray
Subject: FW: Fire Risk Assessments

For your info.

Janet

From: [REDACTED]
Sent: 04 August 2009 14:42
To: Janet Rhymes
Subject: Re: Fire Risk Assessments

Dear Janet

Thanks for your very important email.

I wish to confirm that I shall be submitting a tender quotation with the required documentation for the Fire Risk Assessments for the TMO on Friday 7th August.

As I am familiar with the list of properties, their sizes and their locations, therefore site visits will not be required prior to the interview.

For operational reasons, and delivery of building plans etc particularly for the current RBK&C Business Groups, kindly use the address below for a swift response.

I shall look forward to attending the interview on Friday 14th August. Thanks again.

Regards

Martin Dunne MIFPO
Director

Firecare 999

04/08/2009

TMO10037438_0242

TMO10037438/242

Janet Rhymes

From: Janice Wray
Sent: 04 August 2009 15:37
To: 'Diane Smith'
Cc: Janet Rhymes
Subject: RE: queries

Diane

I have checked with our HR team and it seems you are correct and as of October enhanced CRB checks will be required. Therefore, in view of the the length of the contract we would require the enhanced checks. Our employee CRB checks are done thro the Council and I think this may slightly fast track them - my colleague is investigating and also checking whether it would be possible to do yours via the Council. I will come back to you when I get a response

Janice Wray

From: Diane Smith [mailto:diane@rspsafety.co.uk]
Sent: 04 August 2009 15:22
To: Janice Wray
Subject: RE: queries

Thank you Janice, sorry to be such a nuisance.

I have been trying to obtain the CRB checks and one of the 3rd party suppliers has said that, as the rules are changing in October, we need to have the enhanced check. In order to be able to request it, we need to have an email or letter from you specifying that, in order to carry out work on your behalf, we need to obtain the enhanced CRB check for each of our surveyors. I don't know if the supplier was trying to sell us a bigger product than we need – and would be very grateful if you could confirm which level you would like us to have as I do not wish to get it wrong!

Best regards

Diane

Diane Smith BA(Hons), LicFITOL, CMIOSH, MIIRSM, MinstLM
Director of Training
~~Referred~~ Services Ltd
[REDACTED]

We have moved! Please note our new address from 1st June 2009:
Archdeaconry House
Gravel Walk
Peterborough
PE1 1YU
[REDACTED]

From: Janice Wray [mailto:jwray@kctmo.org.uk]
Sent: 04 August 2009 14:52
To: Diane Smith
Cc: Janet Rhymes
Subject: queries

Diane

further to your outstanding queries below I have now spoken to my colleagues and I'm afraid that we do not

05/08/2009

have consistent plans available for each block. We would, therefore, be grateful if you could provide a cost for the necessary drawings accordingly.

I believe that yesterday you spoke with my colleague, Adrian Bowman, who confirmed that you should ensure that CRB checks are completed for each of your surveyors.

I hope this is clear

Please let me know if you have any further queries

Janice Wray
Health & Safety Adviser

Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH

Tel: [REDACTED]
www.kctmo.org.uk

From: Janice Wray
Sent: 30 July 2009 17:07
To: 'Diane Smith'
Cc: Janet Rhymes; Liam Good; Adrian Bowman
Subject: RE: Address

Diane

With regard to your specific queries below I would advise as follows -

1. The majority of our blocks have a single staircase. Many blocks, such as those at Cremorne Estate, Sir Thomas More Estate etc., have a number of main entrance doors but each of these leads to a single staircase and serves specific flats. For example, Gillray House has two main entrance doors - one serving the part of the block where flats 1-16 are located and the other serving flats 17-32.
2. Sorry - we could not easily provide this information and that is why we included the number of dwellings and the number of floors at each block to assist.

Regarding your queries 3. and 4. I'm afraid I will need to come back to you early next week when Janet and our Technical Director return from leave

Janice Wray
Health & Safety Adviser

Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH

Tel: [REDACTED]
www.kctmo.org.uk

05/08/2009

TMO10037438_0244

TMO10037438/244

From: Diane Smith [mailto:diane@rspsafety.co.uk]
Sent: 30 July 2009 11:17
To: Janet Rhymes
Cc: Janice Wray; Chris Smith
Subject: RE: Address

Dear Ladies

We would like to ask a few questions regarding the tender for carrying out Fire Risk Assessments.

1. Do any of the blocks have a single staircase?
2. Could you give some indication of the size in square metres of each block?
3. Will plans be available for us to work on if drawings are required – this is quite important as it will greatly reduce the time spent and therefore cost.
4. Could you please start the CRB process?

Thank you,

Diane
Diane Smith BA(Hons), LicFITOL, CMIOSH, MIIRSM, MInstLM
Director of Training
RSP Safety Services Ltd
[REDACTED]

We have moved! Please note our new address from 1st June 2009:
Archdeaconry House
Gravel Walk
Peterborough
PE1 1YU
[REDACTED]

From: Janet Rhymes [mailto:jrhymes@kctmo.org.uk]
Sent: 16 July 2009 12:28
To: Diane Smith
Cc: Janice Wray
Subject: Address

Diane

Would you please provide me with your firm's full address please.

We wish to send you tender documents.

Please respond to both myself and Janice Wray.

Thank you

Janet Rhymes
Consultancy Services Manager
Kensington & Chelsea TMO

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TMO10037438/245

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05/08/2009

TMO I0037438_0246

TMO10037438/246

Janet Rhymes

From: Janet Rhymes
Sent: 04 August 2009 12:58
To: [REDACTED]
Cc: Janice Wray
Subject: Fire Risk Assessments

For the attention of Martin Dunne

Martin

Last Wednesday we sent you a letter, unfortunately to your old address, and it has today been returned as 'gone away'. A slight mishap on our part for which I apologise.

The purpose of the letter was to inform you that we will be holding interviews on Friday 14th August and will contact you on Tuesday 11th August to inform you of the time. (We cannot set the times until we have received the tender returns on the 10th August).

Once again my apologies.

Janet

04/08/2009

TMO10037438_0247

TMO10037438/247

Freephone: [REDACTED]
www.kctmo.org.uk

Kensington
& Chelsea



Firecare999
113 High Street
Ruislip
London
HA4 8JN

Direct Line: [REDACTED]
Facsimile: [REDACTED]
e-mail: jrhmcs@kctmo.org.uk
Date: 29 July 2009

For the attention of Mr M Dunne

Our Reference
JCR/inv3a

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
INVITATION TO QUOTE FOR CONSULTANCY SERVICES**

This is to inform you that, further to the correspondence of the 17th July inviting you to submit a quotation, we will be holding interviews on Friday the 14th August 2009. We will contact you on Tuesday 11th August to inform you of the time of your interview.

Should you have any queries in the meantime please do not hesitate to contact me.

Yours faithfully

A handwritten signature in black ink, appearing to read 'J.C. Rhymes'.

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Robert Black

The Royal Borough of
Kensington & Chelsea
Tenant Management
Organisation Ltd.

Registered Office:
Charles House,
375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

TMO10037438_0248

TMO10037438/248

Freephone [REDACTED]
www.kctmo.org.uk



Fire Protection Association
London Road
Moreton-in-Marsh
Gloucestershire GL56 0RH

Direct Line: [REDACTED]
Facsimile: [REDACTED]
e-mail: jrhymes@kctmo.org.uk
Date: (originated) 17 July 2009
Date: (posted) 28 July 2009

For the attention of Ms K Helm

Our Reference
JCR/inv4a

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
INVITATION TO QUOTE FOR CONSULTANCY SERVICES**

I enclose herewith Quotation Documents and invite you to submit a quotation for provision of Consultancy Services.

Fee quotations shall be submitted, on the Form provided, for provision of the complete service which comprises carrying out fire risk assessments and reviews and preparation of floor plans and shall include for the services of any specialist sub-consultants. Full details of the services to be provided are contained in the Brief.

Fee Quotations must be returned no later than 12 noon Monday 10th August 2009. Quotations, which must include the completed Quotation Form, Bona Fide Quotation Certificate, Statement in Relation to the Freedom of Information Act 2000 and Additional Information (as detailed in the Brief Part 4: Quotation Instructions), shall be submitted by post or courier in the envelope provided. Tenders received after this time or sent by facsimile or email will not be considered. Please ensure, if the envelope is delivered by courier, that the courier is directed to the rear (deliveries) entrance to Charles House and provided with the contact telephone extension number of Technical Services Administration Team ([REDACTED])

You may visit the sites but if you wish to gain access to any building please contact either Janice Wray or Valeric Sharples (contact telephone numbers and email addresses are detailed in the Brief Part 1) who will make any necessary arrangements for you.

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Helen Evans

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375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

TMO I0037438_0249

TMO10037438/249

Would you please acknowledge receipt of this letter and documents by post, facsimile or email and confirm that you will be submitting a fee quotation. If you decide to decline this invitation please return all the enclosed documents to Janet Rhymes, Consultancy Services Manager.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Encls. 1no. - Consultants' Brief
2no. - Quotation Forms
2no. - Bona Fide Quotation Certificate
2no. - Statement in Relation to Freedom of Information Act 2000
1no. - Envelope for return of Tender

Janet Rhymes

From: Janet Rhymes
Sent: 28 July 2009 08:13
To: Janice Wray
Subject: RE: Consultancy Services

Janice

Please respond to them by email saying the documents are in the post today. However we are unable to extend the quotation return date beyond 10th August 2009.

I will put it in the post now. Pity there is a postal strike today.

Janet

From: Janice Wray
Sent: 27 July 2009 09:59
To: Janet Rhymes
Subject: FW: Consultancy Services

Janety

have come back from leave to this response from the FPA - would we send out the brief now to them or is it too late?

Janice

From: Kay Helm [mailto:khelm@thefpa.co.uk]
Sent: 22 July 2009 16:31
To: Janice Wray
Subject: RE: Consultancy Services

Ms Wray

Thank you for your enquiry.

Please forward the information to me either by email or post.

Regards,

Kay


Kay Helm
Fire and Risk Services Co-ordinator
Fire Protection Association

T: [REDACTED]
F: [REDACTED]
E: khelm@thefpa.co.uk

London Road, Moreton-in-Marsh, Gloucestershire, GL56 0RH

T: [REDACTED]
W: www.thefpa.co.uk

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 Please consider our environment before printing this e-mail



**Fire Protection
Association**

28/07/2009

TMO10037438_0251

TMO10037438/251

From: FPA
Sent: 17 July 2009 11:53
To: Technical
Subject: FW: Consultancy Services

Regards,
Marcelle Cowley




**Fire Protection
Association**

Marcelle Cowley
Publications and Membership Sales Executive
Fire Protection Association

T: [REDACTED]
F: [REDACTED]
E: mcowley@thefpa.co.uk

London Road, Moreton-in-Marsh, Gloucestershire, GL56 0RH
T: [REDACTED]
W: www.thefpa.co.uk

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 Please consider our environment before printing this e-mail

From: Janice Wray [<mailto:jwray@kctmo.org.uk>]
Sent: 17 July 2009 10:43
To: FPA
Subject: Consultancy Services

Dear sirs,

I have been asked to seek a fee tender from your organisation for Consultancy Services. Specifically we are keen to engage the services of a Consultant to undertake a programme of fire risk assessments in the communal areas of our residential blocks. I'd be grateful if you could provide the address I should send the documents to and the name of the person whose attention I should seek

Please advise - if you could come back to me today I would be grateful

thanks

Janice Wray
Health & Safety Adviser

Kensington & Chelsea TMO
Charles House
375 Kensington High Street
London
W14 8QH

28/07/2009

TMO10037438_0252

TMO10037438/252

Tel: [REDACTED]
www.kctmo.org.uk

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This email has been scanned for the Fire Protection Association by the MessageLabs Email Security System.

28/07/2009

TMO10037438_0253

TMO10037438/253

Janet Rhymes

From: Diane Smith (diane@rspsafety.co.uk)
Sent: 22 July 2009 09:18
To: Janet Rhymes
Cc: Ray Smith
Subject: Fire Risk Assessments

Dear Ms Rhymes

Thank you for the invitation to quote for the above. We would like to participate and confirm that we will be submitting a fee quotation.

Please note that the full name of our company is RSP Safety Services Ltd.

Best regards,

Diane Smith

Diane Smith BA(Hons), LicFITOL, CMIOSH, MIIRSM, MInstLM
Director of Training
RSP Safety Services Ltd


www.rspsafety.co.uk

We have moved! Please note our new address from 1st June 2009:
Archdeaconry House
Gravel Walk
Peterborough
PE1 1YU


www.rspsafety.co.uk

If you receive this email in error, please delete it and let the sender know.

22/07/2009

TMO10037438_0254

TMO10037438/254



FIRECARE 999

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team
RBK&C TMO
Charles House
375 Kensington High Street
London W14 8QH



21st July 2009

Our Ref: MD/FRA/ RBK&C/TMO

Your Ref: JCR/inv2a

Regulatory Reform (Fire Safety) Order 2005

Dear Janet

I am very pleased to acknowledge receipt of your letter of invitation and the attached documents relating to the submission of a quotation for the provision of Fire Safety Consultancy Services for the RBK&C TMO to ensure full compliance.
The Fee Quotation documents will be completed and returned to you in due course.
Please send all future correspondence to the address below for prompt attention. Thank You.

Regards

Martin Dunne MIFPO
Director

FIRECARE 999 LTD

The Admin Unit 99 272 Kensington High Street London W8 6ND

- Fire Risk Assessments
- Fire Marshal Courses
- Fire Awareness Training

Tel: [REDACTED]
M: [REDACTED]
E: [REDACTED]
www.firecare999.com

Registered in England and Wales Company No. 5913066

KENSINGTON AND CHELSEA

22 JUL 2009

TENANT MANAGEMENT
ORGANISATION

TMO10037438_0255

TMO10037438/255

Freephone: [REDACTED]
www.kctmo.org.uk

COPY



Building Control
Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
London W8 7NX

Direct Line: [REDACTED]
Facsimile: [REDACTED]
e-mail: jrhyms@kctmo.org.uk
Date: 17 July 2009

For the attention of Mr J Jackson

Our Reference
JCR/inv1a

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
INVITATION TO QUOTE FOR CONSULTANCY SERVICES**

I enclose herewith Quotation Documents and invite you to submit a quotation for provision of Consultancy Services.

Fee quotations shall be submitted, on the Form provided, for provision of the complete service which comprises carrying out fire risk assessments and reviews and preparation of floor plans and shall include for the services of any specialist sub-consultants. Full details of the services to be provided are contained in the Brief.

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You may visit the sites but if you wish to gain access to any building please contact either Janice Wray or Valerie Sharpies (contact telephone numbers and email addresses are detailed in the Brief Part 1) who will make any necessary arrangements for you.

Managing council housing for tenants and leaseholders in the Royal Borough

Chief Executive
Helen Evans

The Royal Borough of
Kensington & Chelsea
Tenant Management
Organisation Ltd.

Registered Office:
Charles House,
375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

TMO10037438_0256

TMO10037438/256

Would you please acknowledge receipt of this letter and documents by post, facsimile or email and confirm that you will be submitting a fee quotation. If you decide to decline this invitation please return all the enclosed documents to Janet Rhymes, Consultancy Services Manager.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Encls. 1no. - Consultants' Brief
2no. - Quotation Forms
2no. - Bona Fide Quotation Certificate
2no. - Statement in Relation to Freedom of Information Act 2000
1no. - Envelope for return of Tender

Freephone: [REDACTED]
www.kctmo.org.uk

COPY



Firecare999
113 High Street
Ruislip
London HA4 8JN

Direct Line: [REDACTED]
Facsimile: [REDACTED]
e-mail: jrhyms@kctmo.org.uk
Date: 17 July 2009

For the attention of Mr M Dunne

Our Reference
JCR/inv2a

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
INVITATION TO QUOTE FOR CONSULTANCY SERVICES**

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375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

TMO10037438_0258

TMO10037438/258

Would you please acknowledge receipt of this letter and documents by post, facsimile or email and confirm that you will be submitting a fee quotation. If you decide to decline this invitation please return all the enclosed documents to Janet Rhymes, Consultancy Services Manager.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Encls. 1no. - Consultants' Brief
2no. - Quotation Forms
2no. - Bona Fide Quotation Certificate
2no. - Statement in Relation to Freedom of Information Act 2000
1no. - Envelope for return of Tender

Freephone: [REDACTED]
www.kctmo.org.uk

COPY

Kensington
& Chelsea



RPS Safety Services Ltd
Archdeaconry House
Gravel Walk
Peterborough
PE1 1YU

Direct Line:
Facsimile:
e-mail:
Date:

[REDACTED]
jrtiynes@kctmo.org.uk
17 July 2009

For the attention of Ms D Smith

Our Reference
JCR/inv3a

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
INVITATION TO QUOTE FOR CONSULTANCY SERVICES**

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375 Kensington High Street,
London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

TMO10037438_0260

TMO10037438/260

Would you please acknowledge receipt of this letter and documents by post, facsimile or email and confirm that you will be submitting a fee quotation. If you decide to decline this invitation please return all the enclosed documents to Janet Rhymes, Consultancy Services Manager.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

Encls. 1no. - Consultants' Brief
2no. - Quotation Forms
2no. - Bona Fide Quotation Certificate
2no. - Statement in Relation to Freedom of Information Act 2000
1no. - Envelope for return of Tender

Freephone: [REDACTED]
www.kctmo.org.uk

Salvus Consulting Ltd
[REDACTED]

COPY

Direct Line:
Facsimile:
e-mail:
Date:

Kensington
& Chelsea



[REDACTED]
jrhymes@kctmo.org.uk
17 July 2009

For the attention of Mr A Fumess

Our Reference
JCR/inv5a

Your Reference

Please Contact
Janet Rhymes

Dear Sirs

**FIRE RISK ASSESSMENTS
INVITATION TO QUOTE FOR CONSULTANCY SERVICES**

I enclose herewith Quotation Documents and invite you to submit a quotation for provision of Consultancy Services.

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Helen Evans

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London W14 8QH

Registered in England
& Wales No. 3048135
VAT No. 672 0689 19

TMO10037438_0262

TMO10037438/262

Would you please acknowledge receipt of this letter and documents by post, facsimile or email and confirm that you will be submitting a fee quotation. If you decide to decline this invitation please return all the enclosed documents to Janet Rhymes, Consultancy Services Manager.

Yours faithfully

Janet C Rhymes
Consultancy Services Manager
Procurement and Asset Data Team

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2no. - Statement in Relation to Freedom of Information Act 2000
1no. - Envelope for return of Tender

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

QUOTATION FORM

We _____ having examined the Consultants' Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1, 2, 3, 4 and Appendices within 12 months for the amounts inserted below.

We *are/are not* capable of completing the assessments and surveys within 6 months and *have/have not* inserted prices accordingly.

(* Delete where not applicable)

Fixed Price Lump Sums

12 months

6 months

FRA REPORTS

Very small blocks

£ _____

£ _____

Small blocks

£ _____

£ _____

Medium blocks

£ _____

£ _____

Large blocks

£ _____

£ _____

Extra large blocks

£ _____

£ _____

Fixed Price Lump Sums

FRA REVIEWS

12 Months

6 Months

Very small blocks	£ _____	£ _____
Small blocks	£ _____	£ _____
Medium blocks	£ _____	£ _____
Large blocks	£ _____	£ _____
Extra large blocks	£ _____	£ _____

FLOOR PLANS

Very small blocks	£ _____	£ _____
Small blocks	£ _____	£ _____
Medium blocks	£ _____	£ _____
Large blocks	£ _____	£ _____
Extra large blocks	£ _____	£ _____

TIME CHARGE RATES

Discipline

Level of Staff

Rate per hour
£

We propose to **SUB-LET** parts of the Service as follows:-

Name of Sub-Consultant

Part of Service

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity	£ _____	_____
Public Liability	£ _____	_____
Employers Liability	£ _____	_____

WE AGREE that this quotation shall be on a firm price basis with prices fixed until 31st August 2011 and will not be subject to adjustments for any increases or decreases in wages or prices of equipment on which the prices have been calculated until after this date.

WE FURTHER AGREE that we will not adjust the amount of the quotation in accordance with any agreement or arrangement with any person other than the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.

WE FURTHER AGREE to hold this quotation open for acceptance by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited for a period of thirteen weeks from the date of submission.

WE FURTHER AGREE that until a contract is completed, this quotation and acceptance thereof by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited, signified by letter, shall constitute a binding contract.

WE DECLARE that this quotation is submitted on the basis of the information and terms and conditions contained in the Project Brief for Consultants Parts 1, 2 and 3 and the invitation letter and on the understanding that by submitting this quotation, the terms and conditions are accepted by us and no variation or amendment will be made to any part of the Project Brief and WE UNDERTAKE to enter into a Contract with the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited incorporating the Project Brief for Consultants Parts 1, 2 and 3.

Signed:

Name (Print):

For and on behalf of:

Date:

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

BONA FIDE QUOTATION

The essence of selective tendering is that the Client shall receive bona fide competitive tenders/quotations from all those invited to do so. In recognition of this principle we certify that this is a bona fide quotation intended to be competitive and that we have not fixed or adjusted the quotation by or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following:-

1. Communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed quotation or make up of the consortium (if appropriate) except where the disclosure in confidence was necessary to obtain professional indemnity insurance.
2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

Signed:

Name (Print):

For and on behalf of:

Date:

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

**STATEMENT IN RELATION TO THE FREEDOM OF
INFORMATION ACT 2000**

We acknowledge that the TMO has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we *wish/do not wish to request an exemption for the information provided to the TMO in preparation and completion of our quotation for consultancy services with the TMO.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the quotation process all information provided to the TMO by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the TMO.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

Exemption(s) Claimed	Information	Minimum Period of Exemption
Sections 41 and 43		
Sections 41 and 43		

If for any reason the TMO considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact +_____. This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the TMO in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of calfordseaden's representative

Signed:

Name (Print):

For and on behalf of:

Date:

**ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED**

CONSULTANTS' BRIEF

FIRE RISK ASSESSMENTS

JULY 2009

PREPARED BY

**TECHNICAL SERVICES GROUP
ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED
CHARLES HOUSE
375 KENSINGTON HIGH STREET
LONDON W14 8QH**

FOR

THE CLIENT

**ROBERT BLACK
CHIEF EXECUTIVE
ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED
CHARLES HOUSE
375 KENSINGTON HIGH STREET
LONDON W14 8QH**

FIRE RISK ASSESSMENTS

CONSULTANTS' BRIEF

CONTENTS

PART 1:	GENERAL INFORMATION AND REQUIREMENTS
PART 2:	SPECIFICATION OF SERVICES
PART 3:	TERMS AND CONDITIONS
PART 4:	QUOTATION INSTRUCTIONS
APPENDIX 1:	LIST OF PROPERTIES

PART 1: GENERAL INFORMATION AND REQUIREMENTS

1.0 INTRODUCTION

- 1.1 This Brief specifies the requirements for Fire Risk Assessments (FRAs) in the communal areas of the Royal Borough of Kensington and Chelsea (the Council) Council's housing stock. These properties are managed by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Ltd (the TMO). This Brief provides general information relevant to the Commission and details the service requirements and standards to be provided.
- 1.2 The TMO is an Arms Length Management Organisation which manages the Council's residential blocks on behalf of the Council. The properties consist of self-contained dwellings mainly purpose-built, however, some blocks have been converted into flats at some stage in the past. Additionally, there are a small number of sheltered schemes which have some communal facilities e.g. lounges which supplement the individual self-contained dwellings. The blocks are from a wide variety of building types and sizes and are located throughout the Borough. The residents are a cross-section of the community and therefore some will have a degree of vulnerability and not all will be fully able-bodied.
- 1.3 The existing property portfolio has been prioritised by potential fire risk and the blocks considered to be high risk are listed in Appendix 1. This list is subject to change and properties may be omitted or added at the TMO's discretion. The consultant will carry out additional FRAs / reviews when requested at rates to be agreed pro-rata to the rates quoted for the properties listed in Appendix 1. If the TMO omits any property or properties at reasonable notice no further costs or charges will be claimed by the Consultant.
- 1.4 The Consultant must submit documentary evidence of his competence to undertake the Commission, e.g. his qualifications and experience particularly experience of assessing residential blocks. (See Part 4: Quotation Instructions)
- 1.5 It is a requirement of the client that the consultant holds a current fire risk assessment qualification e.g from IOSH, NEBOSH, the Northern Ireland Fire Safety Panel or similar to be submitted for approval by the TMO before the consultant's tender is accepted. (See Part 4: Quotation Instructions)
- 1.6 The consultant is to adhere to TMO policies, procedures and requirements, copies of which are available from the Project Manager.
- 1.7 All of the Consultant's personnel entering sites must have obtained a CRB standard level check within the preceding three years. The consultant is responsible for ensuring this and for maintaining clearance every three years for each of his staff working on a TMO / Council site.
- 1.8 All of the Consultant's personnel entering sites must carry appropriate photo identification cards, prominently displayed, bearing their name and the name of the company who employs them.
- 1.9 Maintaining satisfactory standards, delivering reports and responding to queries quickly are conditions of the contract between the TMO and the consultant. Timeframes are to be agreed at the start of the work programme.
- 1.10 The Consultant's appointment will be for a one year period with a TMO-only discretionary option to extend for a further one year subject to the consultant's satisfactory performance.

- 1.11 Fee Quotations are to be submitted for providing all the Services detailed. Further information on the tendering process is provided in Part 4: Quotation Instruction.
- 1.12 A separate price is required to take account of the Consultant producing basic floor plans for each property as necessary. Details of which blocks the Consultant will be required to produce plans for will be advised by the Project Manager. These plans should then be labelled with the fire safety information as per requirements set out in Part 2: Specification of Services Item 1.3.

2.0 ROLES AND RESPONSIBILITIES

- 2.1 The Client is the Royal Borough of Kensington and Chelsea Tenant Management Organisation Ltd, referred to as The TMO throughout this Brief.

2.2 The Project Manager is Valerie Sharples
Capital Programme Team
Charles House
4th Floor – Spur A
375 Kensington High Street
London W14 8QH

T: [REDACTED]
E: vsharples@kctmo.org.uk

Or such other person or firm as the TMO may appoint from time to time.

- 2.3 The Project Manager will have responsibility for the following:-

- The Client's representative and contact between the TMO, the Council and the Consultant.
- Making all TMO decisions and issuing instructions during the contract's duration.

2.4 The Consultancy Services Manager is Janet Rhymes
Procurement and Asset Data Team
Charles House
4th Floor – Spur A
375 Kensington High Street
London W14 8QH

T: [REDACTED]
E: jrhymes@kctmo.org.uk

- 2.5 The Consultancy Services Manager will have responsibility for the following:-

- Obtaining quotations for the Consultancy Services and participating in the selection of consultants.
- Agreement of fees and appointment of consultants.
- Agreement of variations to the Agreement, resulting from changes to the Brief, and any consequential effect on fees.

2.6 TMO H&S Advisor is Janice Wray
Human Resources Team
4th Floor – Spur G
Charles House
375 Kensington High Street
London W14 8QH

T: [REDACTED]
E: jwray@kctmo.org.uk

Or such other person or firm as the TMO may appoint from time to time.

2.7 The TMO H&S Advisor will be responsible for the following:-

- Overseeing the consultant's technical performance, service delivery, responsiveness and quality.
- Discussing recommendations with the Consultant and clarifying any queries.
- Re-prioritising the properties within Appendix 1 as necessary.

3.0 **QUALITY**

3.1 Consultants are expected to provide a consistently high quality service and should be able to demonstrate through documentation that their organisations are capable of maintaining a quality standard that satisfies all contractual requirements.

3.2 The TMO require Consultants to be able to satisfy the provisions of a quality management system as set out in BS EN ISO 9001 and preferably be registered to a UKAS certification body.

4.0 **HEALTH AND SAFETY FILES**

4.1 Health and Safety Files exist only for some of the sites and then only relating to specific works projects. These will be made available on request

PART 2: SPECIFICATION OF SERVICES

1.0 SCOPE OF WORKS

Fire Risk Assessments and Reviews

- 1.1 Fire Risk Assessments will be undertaken and reviewed regularly at a frequency dictated by the FRA. The FRA and FRA reviews will include an individual examination of each fire door including whether it operates correctly.
- 1.2 FRAs and/or reviews may be alternatively or additionally instructed when
 - (a) the building itself is altered
 - (b) there is an incident
 - (c) it is requested by the HSE, LFB or the client.
- 1.3 FRAs and reviews will focus on:
 - i. The compartmentation of the building and any possible shortcomings with it.
 - ii. The operation and adequacy of fire doors including their fire resistance rating and smoke/ fire seals etc.
 - iii. Adequacy of fire fighting equipment.
 - iv. Adequacy of automatic detection system, extraction systems, sprinklers, dry risers, wet risers etc.
 - v. Assessment of the means of escape (to include final exit doors) and assessment of secondary means of escape where present and it's appropriateness / viability, emergency lighting, signage, etc.
 - vi. Fitness for purpose of the building in relation to fire safety.
 - vii. Fire safety management systems and their recording procedures.
 - viii. Marking of fire detection and fire fighting equipment, fire doors (including their fire resistance rating and smoke/ fire seals) and compartmentation on floor plans provided by the client where possible and in all other cases to be produced by the consultant. Symbols and other information marked-up on the drawings will be the same as in the HM Government Guides 'Fire Safety Risk Assessment'.
- 1.4 FRA and review reports should be recorded in a standardised format to be submitted in advance to the Client for approval prior to works commencing. This standardised format will need to be comprehensively completed so that all aspects of fire safety have been examined, noted, located by description and/or photograph and commented upon (whether requiring remedial action or not). In addition to other information, the consultant will identify and record on a Schedule in the report a detailed, itemised description of each
 - (a) remedial action required by law, including the defect, its remedy and a citation of the appropriate legislation
 - (b) remedial action recommended by the Consultant (to be prioritised & an approximate cost given)
 - (c) fire safety improvement recommended by the Consultant (to be prioritised & an approximate cost given)

Each item in the Schedule is to be located and described in a format ready for use as a works instruction to a contractor.

Remedial actions and improvements will be recorded on the Action Plan section of the standardised form.

- 1.5 FRA reports shall be completed and delivered to the Client within one week of the assessment being carried out. One hard copy and one electronic copy (in a format to be agreed) will be required

Floor Plans

- 1.6 The TMO will provide floor plans of blocks where available.
- 1.7 Where suitable floor plans are not available the Project Manager will instruct the Consultant to produce basic floor plans on which the information detailed in Item 1.3 above shall be marked.
- 1.8 The floor plans need to identify not only information on communal areas but also all designated escape routes including those from individual dwellings.

Client meetings

- 1.9 Regular meetings will be held between the Project Manager, the H&S Advisor and the Consultant to discuss possible issues, monitor progress and review the service provided. The meetings will be held monthly and will be chaired by the TMO Project Manager and minuted by the TMO H&S Advisor

Ad Hoc advice

- 1.10 The consultant will offer fire safety help, advice and support to TMO managers, employees, the TMO Technical Services Officers and the H&S Advisor as and when requested. A mobile phone number and an email address are required. It is expected that phone calls and emails are dealt with promptly.

2.0 PROCUREMENT PROGRAMME

- 2.1 The appointment process programme is as follows:-

Issue the Consultants' Brief	17th July 2009
Consultants' quotations return	7 th August 2009
Consultants' interviews	w/c 10 th August 2009
Consultant's appointment	w/c 17th August 2009
Consultant's services commence	early September 2009

3.0 SERVICE DELIVERY PROGRAMME

- 3.1 FRAs for all blocks listed in Appendix 1 shall be completed within twelve months of the Consultant's appointment and reviews shall be undertaken at frequency dictated by risk.
- 3.2 Consultants will be asked to indicate on the Quotation Form whether or not they would be capable of completing the surveys and assessments within six months and also to provide an alternative quotation.

4.00 ASBESTOS

- 4.1 The TMO maintains records of any asbestos containing materials (ACMs) that are suspected or confirmed as present in the Housing stock. In relation to communal

areas the majority of this information is obtained from an ongoing programme of "Type 2" surveys and is available on a block by block basis upon request from the H&S Team. It is possible that additional ACMs are present particularly within inaccessible areas of the blocks.

- 4.2 The Consultant shall, wherever possible, identify the presence of asbestos or other suspect materials when carrying out initial inspections/surveys of buildings and notify the TMO H&S Adviser of details. Where necessary the TMO will engage a specialist asbestos surveyor to sample suspect materials and / or carry out an independent asbestos survey.

5.0 CONSULTATIONS, MINUTES AND OTHER RECORDS

- 5.1 The Consultant shall take minutes or notes of meetings and consultations with site managers and any other employees and shall copy these to attendees/ participants and to the Contracts Manager and TMO H&S Advisor.

6.0 SURVEYS/ SITE INSPECTIONS

- 6.1 The Consultant will be required to carry out site inspections so that FRAs and FRA reviews are adequately researched and reports are detailed.
- 6.2 The Consultant shall make all necessary arrangements for accessing estates/blocks/dwellings and ensure that appropriate notices are sent to all residents advising them of the work being carried out.
- 6.3 Where the Consultant has to carry out inspections of high level elements and in enclosed spaces he must comply with relevant Health and Safety regulations in force at the time and only use suitably qualified/experienced personnel. Where required the Consultant shall carry out a risk assessment and provide a method statement detailing their proposals for accessing the high level elements and the safety measures that need to be taken when surveying areas with difficult access.

7.0 OUTLINE SPECIFICATION

- 7.1 The Consultant shall submit detailed descriptions/ outline specifications to support and illustrate any remedial works he recommends

8.0 OTHER CONSTRAINTS

- 8.1 The consultant is to consider and include in his recommendations for remedial works any constraints on the proposals which are risks the TMO should consider before deciding to proceed with any proposal.

PART 3: TERMS AND CONDITIONS

1.0 DEFINITIONS

- 1.1 TMO – Client – The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.
- 1.2 Council – The Royal Borough of Kensington and Chelsea.
- 1.3 Words importing the masculine gender include the feminine gender and vice versa.
- 1.4 Words importing singular shall include plural and vice versa.
- 1.5 Words importing persons shall include firms, partnerships, companies and corporations and vice versa.
- 1.6 Headings in these Conditions are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.7 Reference to clauses, conditions, paragraphs, schedules and appendices are references to clauses, conditions, paragraphs, schedules and appendices of the Agreement document.
- 1.8 Stipulations as to the time of payment by the TMO to the Consultant are not the essence of the Contract. Other stipulations as to time are of the essence.
- 1.9 The Agreement means the Consultant's Brief Parts 1, 2, 3, 4 and Appendices and shall be governed by and construed in accordance with English Law.
- 1.10 Reference to any enactment, order, regulation, statutory provision or other similar instrument shall be construed as a reference to any enactment, order, regulation, statutory provision or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instruction.

2.0 CLIENT REPRESENTATIVES

- 2.1 The rights and powers of the Client in relation to termination of the Agreement under clause 16 will be exercised by the TMO's Chief Executive. All other rights and powers of the Client under the Agreement will be exercised by the Consultancy Services Manager or where so specified in the Agreement, by the Project Manager.

3.0 PROVISION OF THE SERVICE

- 3.1 The Consultant shall provide the Service in a proper skilful, professional and workmanlike manner in conformity with the normal standards of the profession to the satisfaction of the TMO.
- 3.2 If the Consultant is unable to provide the Service or any part thereof, whether or not this is as a result of any act or omission on the part of the TMO, the Consultant shall inform the Project Manager promptly, and confirm in writing, with a copy to the Consultancy Services Manager, giving details of the circumstances, reasons and likely duration. The provision of information under this condition shall not in any way release or excuse a Consultant from any of his obligations under this Agreement.

3.3 Should the Consultant reasonably require any further instruction or information in connection with the provision of the Service, he shall make a written application giving adequate detail for the same to the Project Manager. Such application shall be made on a date, which, having regard to the date by which the Consultant reasonably needs the same for or in connection with the provision of the Service, is neither too far away from nor too close to that date having regard to all the circumstances including the time likely to be required by the Project Manager to respond to the application.

3.4 The Consultant shall perform the Service in accordance with all requirements set out in this Agreement giving advice and opinions when asked to do so, volunteering services as appropriate and giving warnings of any mistake, discrepancy, conduct or omission which could affect any of the TMO's objectives in commissioning the Service.

4.0 SCOPE OF THE SERVICE

4.1 The specific service requirements are detailed within Part 1 of the Brief.

5.0 SUB-CONSULTANTS

5.1 The Consultant may, but only with the prior written consent of the Consultancy Services Manager, sub-let any part of the Service to Sub-Consultants. However any such sub-letting will not relieve the Consultant of any liability or obligation under this Agreement and the Consultant shall be responsible for the acts, defaults or neglect of any Sub-Consultant or its agents, servants or employees in all respects as if they were the acts, defaults or neglect of the Consultant. The Consultancy Services Manager may also require as a condition of giving any consent to sub-let, a direct warranty and undertaking from the Sub-Consultant concerning the provision of the Service and the Consultant providing him with any details he may require to satisfy himself as to the suitability of, the proposed sub-contract conditions, technical suitability, relevant experience and financial strength of the Sub-Consultant, risk to the TMO and the necessity of such an appointment.

5.2 The TMO may require, but not unreasonably so, the removal of a Sub-Consultant from the provision of the Service. On receiving such an instruction, the Consultant shall replace the Sub-Consultant immediately and shall notify the Consultancy Services Manager of the replacement.

6.0 ASSIGNMENT

6.1 Consultants shall not assign or transfer any benefit or obligation under this Agreement whether in whole or in part without the prior written consent of the TMO, whose consent the TMO shall be absolutely entitled to withhold.

6.2 The TMO reserves the right to impose such conditions as it sees fit in giving any consent pursuant to this clause 6 and such conditions may include payment to the TMO of such reasonable administrative and legal costs as may be incurred.

7.0 EMPLOYEES

- 7.1 The Consultant shall employ sufficient persons to ensure that the Service is provided at all times and in all respects in accordance with the Agreement.
- 7.2 The Consultant's personnel employed in and about the provision of the Service shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties. The Consultant shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Service.
- 7.5 The Project Manager may require, but not unreasonably, the Consultant or a Sub-Consultant to remove a specific employee from the provision of the Service and such employee shall forthwith be removed and a suitable replacement provided unless the Project Manager instructs otherwise.
- 7.6 The Consultant shall not remove an employee from the Service without first receiving the consent of the Project Manager and the Project Manager shall be consulted in respect of any new or replacement employee.

8.0 PROJECT LEADER

- 8.1 The Consultant shall advise the Project Manager of the identity of the person who shall be the liaison between the Consultant and the TMO with regard to the performance of the Agreement and progress of the project. This person shall be known as the Project Leader.
- 8.2 The Project Leader may not be replaced without the consent of the TMO, which consent shall not be unreasonably withheld.

9.0 COMMENCEMENT OF THE AGREEMENT

- 9.1 This Agreement shall commence on the date inserted on the Form of Agreement or the date when the Consultant shall have first commenced performance of the Service, on the written instruction of the Consultancy Services Manager, whichever is the earlier.
- 9.2 Unless terminated, the Agreement with the Consultant shall be concluded when the Consultant has completed all the services required under this Agreement including any variations or modifications.

10.0 DOCUMENTS MUTUALLY EXPLANATORY

- 10.1 Except as otherwise expressly provided, the Agreement documents are to be taken as mutually explanatory of one another. Should the Consultant become aware of any ambiguities or discrepancies he shall immediately inform the Consultancy Services Manager giving full details. Any such notified ambiguities or discrepancies shall be resolved by the Consultancy Services Manager. If any instruction given resolving an ambiguity or a discrepancy changes the basis upon which a Consultant quoted so as to render any price inappropriate, the said instruction shall be treated as a Modification under clause 12.

- 10.2 In the event of any inconsistency between these Conditions and any other part of the Agreement documents, these Conditions shall prevail.

11.0 VARIATION OF THE AGREEMENT

- 11.1 Following the formation of a binding agreement no omission from, addition to or variation of the Agreement shall be valid unless in writing and signed by the Project Manager or Consultancy Services Manager.

12.0 MODIFICATION

- 12.1 A modification means an instruction by the Project Manager or Consultancy Services Manager which materially amends the quality or quantity of the Service. It does not include any instruction required as a result of any negligent omission or any default of the Consultant or any instruction relating to sequence or timing of the execution of the Service.

- 12.2 All modifications shall be authorised in writing by the Project Manager or Consultancy Services Manager.

- 12.3 No liability is accepted by the TMO for any claim by the Consultant for any loss (whether direct or indirect) and/or expense occasioned by any modification except where the sole cause of the modification is a breach of contract by the TMO.

- 12.4 Fees shall be adjusted in accordance with clause 17, Fees and Payments.

13.0 POSTPONEMENT

- 13.1 The TMO may at any time and for any reason postpone the carrying out of all or any part of the Service by notice in writing. On receipt of such notice, the Consultant shall comply immediately with its terms.

- 13.2 A postponed project will not be classed as aborted unless specifically notified as such in writing by the TMO. If the Service is aborted under this Condition the Agreement will determine immediately.

- 13.3 The Consultant's sole claim in the event of postponement or abandonment shall be for any reasonably incurred fees that remain outstanding for work undertaken prior to the postponement or abandonment of the Project, to be calculated in accordance with clause 17.

14.0 DEFAULT IN PERFORMANCE

- 14.1 If in the opinion of the TMO the Consultant on any occasion shall have omitted to perform any part of the Service or failed to perform any part of the Service in a manner and to a standard required by the Agreement, the TMO may (without prejudice to any other rights or remedies under the Agreement or in law), do any one or more of the following:-

- a) Instruct the Consultant to re-execute and make good the defective service.

- b) Deduct from the Consultant's fee an amount reasonably determined to be compensation for the part of the Service that has not been provided or has been provided inadequately.
 - c) Without determining the Agreement, arrange for the TMO itself to provide or procure the provision of part of the Service until such time as the Consultant shall have demonstrated to the reasonable satisfaction of the TMO that the Consultant will once more be able to perform such part of the Service to the Agreement standard. During such period the Consultant's performance of such part of the Service and the TMO's payment to the Consultant for such part of the Service shall be suspended. For the purpose of this Condition the TMO shall serve a notice on the Consultant setting out those parts of the Service which the TMO intends to provide or procure the provision of and shall serve a notice on the Consultant that (if such be the case) the TMO requires the Consultant to resume the provision of such part of the Service.
 - d) Without determining the whole of the Agreement, determine the Agreement in respect of part of the Service only and thereafter the TMO would provide or procure another consultant to provide such part of the Service.
 - e) Determine, in accordance with clause 15 (Termination), the whole of the Agreement.
- 14.2 The TMO may claim from the Consultant any cost incurred by the TMO, including any reasonable administration costs, in respect of the provision of any part of the Service by the TMO or by another consultant, in the circumstances set out in items a), b), c), d) and e) above, to the extent that such costs exceed the fee which would otherwise have been payable to the Consultant for such part of the Service.
- 14.3 The TMO may instigate a random audit to determine the performance of the Service. The TMO reserves the right to employ its own representative or agent to undertake such an audit and the Consultant shall afford all reasonable access and co-operation for the TMO, its representative or agent to facilitate this.
- 14.4 The TMO's powers under this clause 14 shall not be exercised unreasonably or vexatiously.

15.0 TERMINATION

- 15.1 The TMO may terminate the Agreement immediately following serving of a notice for the following events:-
- a) Any material misrepresentation by a Consultant contained in his Quotation or in his presentation submitted to the TMO prior to entering into this Agreement with the TMO.
 - b) Serious or persistent default in performance.
 - c) A Consultant fails to take measures reasonably required to ensure that the service will be progressed in a manner that will ensure completion by the specified date or fails to maintain a satisfactory quality standard.
 - d) Should the Consultant become bankrupt, or make a composition or arrangement with its creditors, or has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an

administrative receiver, or has a Winding Up Order made or resolution for voluntary winding up passed, or has a provisional liquidator, receiver or manager of the consultancy appointed, or has possession taken by or on behalf of a creditor, termination will be immediate,

15.2 The Consultant may terminate the Agreement for the following reasons:-

- a) For a breach of any Condition of this Agreement by the TMO which is not remedied within the 28 day notice period.

15.3 Where this Agreement is terminated by the TMO the following shall apply:-

- a) The TMO shall be under no obligation to make any further payments to the Consultant and shall be entitled to retain any payment which may have fallen due to the Consultant before termination.
- b) The Consultant shall forthwith release and hand over to the TMO any and all property belonging or licenced to the TMO including but not limited to supplies, equipment, records (including electronic data) and work in progress.
- c) For avoidance of doubt where the TMO has terminated this Agreement for any of the reasons set out in this clause and work is incomplete at that termination, the TMO shall be entitled to engage another consultant to complete the Consultant's duties under this Agreement and offset the additional costs incurred due to the termination against any payment due to the Consultant for work completed up to termination.

15.4 Any rights or remedies to which either party becomes entitled or subject before termination of this Agreement shall remain effective.

16.0 NOTICES

16.1 Any notice required to be served upon the TMO under this Agreement shall be in writing and delivered by hand, or sent by first class recorded post or facsimile.

16.2 Notices to the TMO shall be addressed to:-

Chief Executive
Royal Borough of Kensington and Chelsea
Tenant Management Organisation Limited
Charles House
375 Kensington High Street
London W14 8QH

Facsimile Nr:- [REDACTED]

16.3 Any notice required to be served on the Consultant under this Agreement shall be in writing and delivered by hand or sent by first class recorded post or facsimile.

16.4 Notices to the Consultant shall be addressed to the last known business address or in the case of a company to the registered office of that company.

16.5 Unless otherwise stated in this Agreement any notice is effectively served or deemed to have been served when:-

- Hand delivery – time of delivery.
- Recorded first class post delivery – the earliest of actual receipt or the second day after posting.
- Facsimile – where there is confirmation of uninterrupted transmission by a transmission report and where there is no telephonic communication by the recipient to the sender (to be confirmed in writing) that the facsimile has not been received in legible form within two days (excluding weekends and bank holidays).

17.0 FEES AND PAYMENTS

- 17.1 Fees for the performance of Services are as stated on the Quotation form.
- 17.2 Lump Sums and Time Charge Rates shall include for all expenses and disbursements whether foreseen or otherwise.
- 17.3 All quoted prices shall be fixed for a period of 24 months from the date of the Agreement. Should the Agreement be extended beyond 24 months, all prices shall then be reviewed.
- 17.4 Fees will not be adjusted except in accordance with this Agreement. Any application for additional fees must be made in writing as soon as it becomes evident that instructions issued by the Project Manager may warrant an adjustment of fees under clause 12.
- 17.5 No work shall be executed on a Time Charge basis without the prior approval of the Consultancy Services Manager after receiving confirmation from the Project Manager that additional work has been requested. Time charges when authorised shall be the hourly rate of the level of staff required to carry out the work regardless of the actual hourly rate of the member of staff executing the work.
- 17.6 Any adjustment to the fees will be valued by the Consultancy Services Manager using the rates and charges submitted with the Consultant's fee proposal and the Consultant will provide breakdowns and such supporting evidence as the Consultancy Services Manager may require to substantiate such amounts claimed.
- 17.7 If the service has to be modified as a result of changes being made to the service delivery that do not have the approval of the Project Manager any additional fees incurred by the Consultant as a result of modifications having to be made will not be reimbursed.
- 17.8 If the service is cancelled, postponed or delayed fees will be paid for the service completed to that date calculated at the quoted rates.
- 17.9 Fee payments may be requested at no less than monthly intervals for work executed in arrears. The fee due shall be calculated on the number of assessments, reviews and surveys carried out to date. A list shall be attached to each invoice identifying the individual blocks, the service completed and the price for that service.
- 17.10 If any part of a fee invoice submitted by the Consultant is disputed for any reason, the Consultant will be notified by the Consultancy Services Manager (and such notification may be by electronic mail) within 21 days of receipt of the reason. No payment will be made on any part of the invoice that is disputed until such time as the

whole amount has been agreed and/or the invoice has been re-issued in an agreed amount.

- 17.11 If any corrections have to be reasonably made to a fee invoice submitted by the Consultant that fee invoice must be resubmitted. Fee invoices that have been corrected by hand will not be paid.
- 17.12 Fee invoices shall be addressed to the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited. Each invoice shall clearly indicate the service title and be given a unique reference number. They shall be sent to Janet Rhymes, Consultancy Services Manager, Procurement and Asset Data Team, Kensington and Chelsea TMO, Charles House, 375 Kensington High Street, London W14 8QH.
- 17.13 Fee invoices correctly submitted will be paid within 30 days of the date of receipt.
- 17.14 Any sums not disputed and remaining unpaid at the expiry of 30 days following receipt of correct submission of an invoice shall bear interest at 2% above Bank of England base rate current at the date the payment falls due. It is agreed between the parties that the rate of interest described herein provides Consultants with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

18.0 EMPLOYEES TAX, ETC

- 18.1 The Consultant shall be entirely responsible for the employment and conditions of service of the Consultant's employees and shall ensure that any Sub-Consultant of the Consultant is likewise responsible for its employees.

19.0 VALUE ADDED TAX

- 19.1 The Consultant shall (if so legally required) be registered with Customs and Excise for Value Added Tax. The TMO shall pay to the Consultant such Value Added Tax as may be properly chargeable by the Consultant in connection with the provision of the Service.
- 19.2 Any sums quoted in this Agreement are exclusive of Value Added Tax. Consultants shall add the appropriate Value Added Tax to any fee invoice submitted.

20.0 STANDING ORDERS

- 20.1 The Consultant is required to comply with TMO's Financial and Contract Regulations (The Regulations). These documents are available for examination but Project Managers will acquaint the Consultant with relevant Regulations as and when necessary.

21.0 COPYRIGHT

- 21.1 The Consultant grants to the TMO a royalty free exclusive copyright in all of the drawings, documents and information produced by the Consultant under this Agreement. The Consultant may retain copies of all drawings, documents and

information but shall not reproduce those drawings, documents or information for any purpose other than the performance of the Service or as directed by the TMO.

21.2 Copyright of any original systems, formats or the like developed by the Consultant, which could be adapted for use on other projects for other Clients, will remain with the Consultant.

21.3 Copyright of any drawings, documents or information supplied by the TMO or Council to the Consultant shall remain with the TMO and Council and shall not be reproduced by the Consultant for any purpose other than the performance of the Service.

22.0 CONFIDENTIALITY, FREEDOM OF INFORMATION, PROBITY AND CONFLICT OF INTEREST

22.1 The Consultant shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.

22.2 Clause 22.1 shall not apply to any disclosure that is reasonably required by persons engaged in the performance of the Consultant's obligations under the Agreement, is already in the public domain or is required to be disclosed by law.

22.3 Any attempt at bribery, corruption, financial inducement or other improper conduct in relation to the service which comes to the Consultant's attention shall be immediately reported to the Consultancy Services Manager. The Consultant will at his own expense co-operate with and provide statements or other evidence required by the TMO and the Council, their internal and external auditors, the District Auditor, the Ombudsman, police or any other competent authority responsible for investigating such matters.

22.4 The Consultant shall co-operate and assist the TMO with disclosures under the Freedom of Information Act 2000 (The Act) and the parties confirm that a disclosure required by the Act shall be classified as a disclosure required by law under clause 22.2 so that the obligations of confidentiality do not apply save that nothing in this clause shall impose an obligation on either party to disclose information which it would be precluded from providing under the Act.

22.5 The Consultant shall declare any actual or potential conflict of interest which might conflict with the interests of the TMO or the Council and this information must immediately be notified to the Consultancy Services Manager.

23.0 PRESS AND PUBLICITY

23.1 The TMO and Council's aim is for the highest standard of presentation of the image of their activities to the public and to ensure a fair and favourable reputation for their services via effective communication to the media and the public. The Consultant will be required to comply with the Council's Code of Practice for Publicity.

23.2 All information and publicity concerning the TMO and Council's activities and those of the Consultant in connection with this Agreement shall be approved by the TMO.

23.3 All enquiries received by the Consultant from press, radio, television or other media which may concern the TMO or Council shall be referred to the TMO's Head of Press and Public Relations.

23.4 The Consultant shall notify the TMO well in advance of any activity under this Agreement which is likely to achieve publicity to enable the TMO's Press Office to take a positive approach to such activities and deal with them appropriately.

23.5 On no account should the Consultant use or adapt the TMO or Council corporate logos or images without prior written approval of the TMO.

24.0 GRATUITIES

24.1 The Consultant shall not, whether himself or by any partner or director engaged in the provision of the Service, or by any person employed by him, or by any Sub-Consultant working with him, in provision of the Service, solicit or accept any gratuity, tip or other form of money taking or reward, collection or charge for any part of the Service other than charges properly approved by the TMO in accordance with the provision of the Agreement.

25.0 INDUCEMENTS

25.1 The Consultant shall not offer, give or agree to give, to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do, or for having done, or forborne to do, any action in relation to the obtaining or execution of this Agreement or any other contract with the TMO or Council or for showing, or forbearing to show, favour or disfavour to any person employed by or Sub-Consultant working with the TMO or Council. Nor shall any like act be done by any person employed by or sub-consultant working with the Consultant or acting on his behalf (whether with or without the knowledge of the Consultant), nor in relation to this Agreement or any other contract with the TMO or Council shall the Consultant or any other person employed by him, or Sub-Consultant working with him, or acting on his behalf commit any offence under the Prevention of Corruption Acts 1889 to 1916, or give any fee or award, the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972.

26.0 AGENCY

26.1 Neither the Consultant nor his personnel nor his Sub-Consultants shall in any circumstances hold himself or themselves out as being a servant or agent of the TMO or the Council otherwise than in circumstances expressly or necessarily implied by the Agreement.

26.2 Neither the Consultant nor his personnel nor his Sub-Consultants shall in any circumstances hold himself or themselves out as being authorised to enter into any contract on behalf of the TMO or Council or in any other way to bind the TMO or Council to performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or necessarily implied by the Agreement.

26.3 Neither the Consultant nor his personnel nor his Sub-Consultants shall in any circumstances hold himself or themselves out as having the power to make, vary, discharge or waive any statutory obligation of the TMO or Council.

27.0 INSURANCE AND INDEMNITIES

- 27.1 The Consultant shall maintain Professional Indemnity Insurance in an amount each year of not less than £2,000,000 (Two million pounds) in respect of each and every claim or series of claims arising out of one event for a period of one year from the date of completion of the Services and provided that such insurance is available at commercially reasonable rates from a reputable insurer. The Consultant shall inform the TMO if such insurance ceases to be available at commercially reasonable rates in order that the Consultant and the TMO can discuss the means of best protecting their respective positions.
- 27.2 The Consultant shall release, indemnify and keep indemnified the TMO on demand from and against all liability or claim, actions, demands, costs, charges and expenses which may arise out of or in consequence of the non-performance of the Consultant of its obligations under the Agreement.
- 27.3 The Consultant is also required to release, indemnify and keep indemnified the TMO on demand against any liability or claim arising from personal injury, death or damage to or loss of property caused by the Consultant's negligence and is required to maintain Public Liability Insurance and Employer's Liability Insurance in respect of such claims. Public Liability Insurance shall cover the TMO as principal. The minimum cover required to be maintained is £5,000,000 (Five million pounds).
- 27.4 The Consultant shall ensure that suitable (as determined by the Consultancy Services Manager) levels of insurance cover are maintained by all Sub-Consultants.
- 27.5 The Consultant shall on demand produce to the Consultancy Services Manager copies of his insurers Certificate of Indemnity issued on renewal of the policies of insurance required above verifying the level of cover and the period of insurance.

28.0 CO-OPERATION

- 28.1 If requested to do so, the Consultant shall provide to the Council's Director of Law and Administration any relevant information in connection with any legal inquiry, Court proceedings or Tribunal in which the TMO may become involved or any relevant disciplinary hearing or investigation internal to the TMO or Council and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Service under this Agreement.
- 28.2 The Consultant shall, immediately upon becoming aware of the same, notify the Consultancy Services Manager of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Service.
- 28.3 The Consultant shall co-operate fully and in a timely manner with any request from time to time of any auditor (whether internal or external) of the TMO or the Council or the ombudsman or the London Fire Brigade to provide documents or to procure the provision of documents relating to the project and to provide or procure the provision of any oral or written explanation relating to the same.

29.0 LEGAL ADVICE

- 29.1 In the event of it becoming necessary for the Consultant to seek legal advice on behalf of the TMO, or to protect the TMO or Council's best interests in connection with the Service, he shall, in the first instance, notify the Consultancy Services

Manager who will instruct the Council's Director of Law and Administration to provide advice.

30.0 WAIVER

- 30.1 Failure by the TMO at any time to enforce the provisions of the Agreement or require performance by the Consultant of any of the provisions of the Agreement, shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement, or any part thereof, or the right of the TMO to enforce any provision in accordance with its terms.

31.0 SEVERANCE

- 31.1 If any provision of this Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

32.0 DISPUTES

- 32.1 In the event that either party is dissatisfied with the conduct of the other party in relation to performance of this Agreement the Chief Executive on behalf of the TMO and the project Partner or Director on behalf of the Consultant may send a Notice of Dissatisfaction to the other party setting out the matter to which the notice relates, the reason for such dissatisfaction and, where relevant, the action that is to be taken under the terms of the Agreement.
- 32.2 In any case, where the TMO also intends to withhold any payment otherwise due under the Agreement, the notice referred to in clause 32.1 will include a notice of intention to withhold payment. Such written notice shall be given no later than 7 days before the final date for payment.
- 32.3 On receipt of a notice the parties shall use their reasonable endeavours to agree a solution to the notified dissatisfaction. If the matter cannot be resolved to the parties' satisfaction the dispute or difference shall be determined by legal proceedings.
- 32.4 The procedures under this clause 32 are without prejudice to the rights of either party to refer any dispute or difference to Adjudication (any such reference shall be in accordance with 'Model Adjudication Procedures', published by the Construction Industry Council, current at the date of reference).

33.0 EXCLUSION OF WARRANTY

- 33.1 The TMO has used reasonable endeavours to provide information it believes is relevant to the service but cannot give any warranty as to the accuracy of any representation which may have been made to the Consultant prior to his entering into this Agreement and the Consultant acknowledges that he did not rely upon any representation made by or on behalf of the TMO when entering into this Agreement.

34.0 THIRD PARTY RIGHTS

- 34.1 Save as expressly provided in clause 34.2 of this Agreement it is not intended that any party who is not a party to this Agreement shall have the right to enforce any of the obligations, rights or provisions contained in this Agreement and any rights under the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded.
- 34.2 The parties intend that this Agreement may be enforced by the Royal Borough of Kensington and Chelsea pursuant to Section 1 (1) of the Contracts (Rights of Third Parties) Act 1999.

35.0 EQUAL OPPORTUNITIES

- 35.1 The Consultant shall comply with and not unlawfully discriminate within the meaning and scope of all legislation which may be in force from time to time relating to gender, race, religion, marital status, sexual orientation, age or disability.
- 35.2 The Consultant shall do all such things as from time to time may be reasonably required by the TMO to facilitate compliance by the TMO with section 71 of the Race Relations Act 1976 and the Race Relations (Amended) Act 2000 having regard to the need to eliminate unlawful racial discrimination and positively to promote equality of opportunity and good relations between persons of different racial groups.
- 35.3 The Consultant shall take all reasonable steps to secure that their staff, agents and all Sub-Consultants employed in connection with the Service do not unlawfully discriminate as set out in this condition 35.

PART 4: QUOTATION INSTRUCTIONS

1.0 BASIS OF TENDERS

- 1.1 Tenders are to be submitted on the basis of the information contained in the Consultant's Brief Parts 1, 2, 3, 4 and Appendices all of which form part of this Quotation Documentation together with the Quotation Form, the Certificate of Bona Fide Tendering and the Statement in Relation to the Freedom of Information Act.
- 1.2 Any questions which may arise with regard to the interpretation of, or additional information required to clarify the interpretation of, these Quotation Documents are to be submitted in writing via post, facsimile or email to the Consultancy Services Manager see Part 1: General Information and Requirements for details).
- 1.3 All queries must be received by the TMO no later than 7 days before the date for submission of the Quotation. The TMO cannot undertake to answer any query received after this time but will use all reasonable endeavours to respond before the Quotation closing date
- 1.4 The TMO's responses to queries raised by individual Consultants may be circulated to all Consultants.
- 1.5 It is deemed that any Consultant submitting a Quotation has carried out all investigations and enquiries, obtained all necessary information and sought all necessary professional and other advice before submitting their Quotation.
- 1.6 It is deemed that all Quotations are submitted on the basis of the information and terms and conditions contained in this Quotation Document (and any amendments agreed during the Quotation Period) and that by submitting their Quotation a Consultant accepts that, should they be selected, no variation or amendment will be made to the terms and conditions on which their tender was based prior to entering into an Agreement with the TMO.

2.0 FEE QUOTATIONS

- 2.1 Fee quotations shall be submitted, on the Form provided for provision of the Services detailed in Parts 1, 2, 3 and Appendices of the Consultant's Brief. Quoted prices shall be for the complete services, including those parts that would be sub-let to Sub-Consultants.
- 2.2 Consultants shall indicate whether they would be able to complete the service within 6 months. Prices shall be submitted for completing within 12 months and 6 months as follows:
 - 2.2.1 FRA Reports: a lump sum fee per block inclusive of all services and expenses.
 - 2.2.2 FRA reviews: a lump sum fee per block inclusive of all services and expenses.
 - 2.2.3 Floor Plans: a lump sum fee per block inclusive of all services and expenses.
- 2.3 Time Charge Rate for ad hoc services: hourly rates for all staff grades inclusive of all expenses.

- 2.4 Sub-Letting: Consultants shall insert the parts of the service they propose to sub-let and the names of the Sub-consultants. If they do not propose to sub-let any part of the service please insert **N/A**.
- 2.5 Insurances. Consultants shall insert the levels of Professional indemnity, Public Liability and Employer's Liability insurances currently held and renewal dates. (See Part 3: Terms and Conditions for the minimum limits)
- 2.6 Blocks (see items 2.2.1 – 3 above) are classified in five sizes:-

Very small	Up to 10 dwellings
Small	11 to 50 dwellings
Medium	51 to 100 dwellings
Large	101 to 150 dwellings
Extra large	Over 150 dwellings

3.0 CERTIFICATES AND STATEMENTS

- 3.1 Consultants shall certify that the quotation they have submitted is competitive and are required to sign and return the Bona Fide Quotation Certificate.
- 3.2 Under the Freedom of Information Act 2000 (the Act) the public have a general right of access to information held by the TMO (Employer). This right of access to information not only includes information about the Employer's contracts but also its procurement arrangements with potential Consultants. This right does not extend to information which is commercially sensitive or otherwise "exempt" from disclosure under the Act. As a consequence, only information that is genuinely commercially sensitive or otherwise exempt information as defined in the Act may be held in confidence by the Employer. Consultants are therefore required to complete and return with their tender the Statement in Relation to the Freedom of Information Act 2000 identifying those areas in their quotation that they consider are commercially sensitive giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by the Employer and for how long may be subject to discussion as part of the quotation process and during post-quotation negotiations (if any).
- 3.3 The TMO reserves the right to hold all or any information from quotations in confidence or disclose it whether or not it is identified as commercially sensitive by the Consultant where confidentiality or disclosure is necessary to comply with the TMO's legal duties and lawful discretion generally or in relation to the tender process.

4.0 ADDITIONAL INFORMATION

- 4.1 Consultants are required to submit the following additional information with their quotation:-
- 4.1.1 An example of the Standardised Format to be used to record each FRA and also the standard format to be used to record each FRA review.
- 4.1.2 A FRA report recently completed for another client (with identification details suitably obscured if necessary). Ideally this should cover communal areas if a residential block.

- 4.1.3 Details of professional qualifications, in particular fire risk assessment qualifications, and experience of the Project Leader and proposed team members who will carry out the assessments.

5.0 AGREEMENT

- 5.1 It is intended to enter into a formal written Agreement with the successful Consultant which shall incorporate the Brief Parts 1, 2, 3, 4 and Appendices and the Consultant's Quotation. Until the execution of the Agreement the successful quotation submission together with the TMO's written acceptance will form a binding agreement between the TMO and the successful consultant.

6.0 NON-SUBMISSION, QUALIFICATIONS AND ERRORS

- 6.1 If upon examination of the Quotation Document a Consultant decides not to submit a quotation he shall inform the TMO immediately and return all documents, with a covering letter, to the Consultancy Services Manager.
- 6.2 Alterations to any part of the Quotation Document, other than amendments authorised in writing by the Consultancy Services Manager during the quotation period, will not be permitted and will, if made, be ignored.
- 6.3 If any qualifications and/or errors are found in a submitted Quotation, the Single Stage Selective Tendering Procedures Alternative 1 will apply.
- 6.4 Failure to complete fully all sections of the Quotation Form or provide required information (see Items 6.1 d) and e) below) will result in disqualification.

7.0 QUOTATION SUBMISSIONS

- 7.1 Consultants shall submit the following:-
- a) Quotation Form completed
 - b) Bona Fide Quotation certificate completed
 - c) Statement in Relation to the Freedom of Information Act 2000 completed
 - d) Additional Information
 - i) An example of the Standardised Format to be used to record each FRA and also the standard format to be used to record each FRA review.
 - ii) A FRA report completed recently for another client. Ideally this should cover the communal areas of a residential block (with identification details suitably obscured if necessary).
 - iii) Details of professional qualifications, in particular fire risk assessment qualifications, and experience of the Project Leader and proposed team members who will carry out the assessments.

- 7.2 Quotations are to be received by **12 noon on Monday 10th August 2009**. Quotations received after the stated time will be disqualified. Quotations shall be returned by hand or by post in the envelope provided.

8.0 QUOTATION EVALUATION

- 8.1 Quotations will be evaluated on all the prices and information contained in the quotation submissions.
- 8.2 The assessment of the quotation bids will be based on the submitted prices for all parts of the service and the contract will be awarded on the basis of the offer considered by the TMO to give best value overall.
- 8.3 The TMO does not undertake to accept the lowest or any offer.

Potentially High Risk Blocks

Block	Address	Storeys	No. of Flats	Estate Staff Contact
Trellick Tower	5 Golborne Rd, W10 5PA	30+ stories -	217	Clinton Hegarty
Grenfell Tower	Grenfell Road, W11 1TG	20 storey	120	Paul Steadman Robert Regan
Adair Tower	Appleford Road, W10 5EA	20 Storey	78	Pat Dunlea
Hazlewood Tower	Golborne Gardens, W10 5DT	20 storey	78	Clinton Hegarty
Worlds End Estate - consists of	Blantyre Street SW10			Gary Chin-Fatt Steve Miliar
Ashburnham Tower		20 storey	50	
Berenger Tower		20 storey	61	
Blantyre Tower		20 storey	66	
Dartrey Tower		20 storey	49	
Greaves Tower		20 storey	62	
Chelsea Reach Tower		20 storey	65	
Whistler Tower		20 storey	61	
Berenger, Blantyre, Dartrey & Whistler Walk,		1st floor - Worlds End Estate	125	
Middle Dartrey, Upper Berenger, Upper Blantyre, Upper Dartrey, Upper Whistler Walks		Middle Dartrey on 2nd Floor. Uppers on 4th floor	221	
Dartrey sheltered scheme	Clubroom at 11/12 Dartrey Walk	1st floor - Worlds End Estate		
Silchester Estate	Silchester Rd/Darfield Way W10			Ozwaldo Martinez
Dixon House		20 floors	80	
Frinstead House		20 floors	80	
Markland House		20 floors	80	
Whitstable House		20 floors	80	
King Charles House		grd & 10 floors	40	Boniface Enoch
Raymede Tower		grd & 10 floors	55	Pat Coughlin
Treverton Tower		grd & 10 floors	55	Pat Coughlin

Sir Thomas More Estate	Beaufort Street, SW3			Boniface Enoch
Burleigh House, SW3		6 floors (incl basement)	42	
Cadogan House		6 floors (incl basement)	49	
Dacre House		6 floors (incl basement)	47	
Winchester House		6 floors (incl basement)	56	
Kingsley House		6 floors (incl basement)	48	
Cremorne Estate	Milman Street, SW10			Boniface Enoch
Gillray House		grc & 7 floors**	32	
Riley House		grd & 7 floors**	32	
Lacland House		grd & 7 floors**	32	
Milman House		grd & 7 floors**	32	
Elm Park Gardens				Greg Dyer Martin Walsh Darren Short
Elm Park House	Fulham Road, SW10	grd & 11 floors & basement garage	60	
5 Elm Park Gdns, SW10			40	
7 Elm Park Gdns, SW10			40	
67 Elm Park Gdns, SW10			39	
1 Elm Park Gardens, SW10			5	
4 Elm Park Gardens, SW10			9	
10 Elm Park Gardens, SW10			8	
16 Elm Park Gardens, SW10			8	
22 Elm Park Gardens, SW10			8	
28 Elm Park Gardens, SW10			8	
34 Elm Park Gardens, SW10			8	
35 Elm Park Gardens, SW10			10	
39 Elm Park Gardens, SW10			6	
40 Elm Park Gardens, SW10			9	
44 Elm Park Gardens, SW10			8	
49 Elm Park Gardens, SW10			49	
52 Elm Park Gardens, SW10			4	
55 Elm Park Gardens, SW10			9	
62 Elm Park Gardens, SW10			6	
68 Elm Park Gardens, SW10			25	

71 Elm Park Gardens, SW10			10	
74 Elm Park Gardens, SW10			10	
80 Elm Park Gardens, SW10			10	
86 Elm Park Gardens, SW10			10	
92 Elm Park Gardens, SW10			10	
93 Elm Park Gardens, SW10			40	
98 Elm Park Gardens, SW10			10	
104 Elm Park Gardens, SW10			10	
110 Elm Park Gardens, SW10			9	
Sheltered blocks				
Burgessfield		sheltered/care		Aubrey Mulrain
Jean Darling House	Milman Street, SW10	sheltered		Boniface Enoch
Chelsea Farm House	Milman Street, SW10	sheltered		Boniface Enoch
Whitchurch & Blechynden Houses	3 Kingsdown Close, W10 6SL	sheltered	40	Ozwaldo Martinez
1, Nursery Lane	Highlever Road W10	sheltered	35	Ozwaldo Martinez
70 Tavistock Rd, W10		sheltered	35	Aubrey Mulrain
Temporary Accommodation				
6 Hesketh Place		Temporary accommodation-grd & 3 floors		Dave Hill
6 Runcom Place		Temporary accommodation		Jimmy Hinds
7 Runcorn Place		Temporary accommodation		Jimmy Hinds
36 Oxford Gdns				Joe Edwards
41 Cambridge Gdns				Dave Hill
130 Lancaster Road, W11				Dave Hill
Grove House	Chelsea Manor Street, SW3	grd & 4 floors	120	Terry McGill
Hereford House	370-2 Fulham Road, SW10 9UY	2ndry escape no longer viable	30	Boniface Enoch
Kensal House	Ladbroke Grove, W10	grd & 3 floors	68	Pat Coughlin
Nottingwood House	Clarendon Road, W11	Grd & 4/5?	100	
Octavia House	Southern Row, W10	Grd & 4??	68	Ronnie Wright
9 Colville Sq, W11 2BD		conversion, basement , grd & 4/5 floors	6	Pat Dunlea
11-12 Colville Sq, W11 2BD		conversion, basement , grd & 4/5 floors	12	Pat Dunlea
14 Colville Sq, W11 2BQ			12	Pat Dunlea
32 Dawson Place, W2 4TJ		Grd & 3 floors	7	Ken Wilson
140 Lexham Gdns, W8 6TE		basement, ground & 3 floors??	10	John Whall

65 Elgin Crescent, W11 2JE		4 floors	8	Pat Dunlea
67 Elgin Crescent, W11 2JE		4 floors	5	Pat Dunlea
62 Finborough Road, SW10		4/5 floors	52	Terry McGill
Walnut Tree House	Tregunter Road, SW10 9DG		38	Terry McGill
68 Flood Street, SW3		grd & 3 floors- afd in common parts	8	Boniface Enoch
1 Pembridge Sq		2ndry escape - viable?? Grd & 3/4??		Ken Wilson
Mulberry Close	Beaufort Street, SW3	Grd & 4 floors	40	Boniface Enoch
1-12 Morgan Road, W10			12	Aubrey Mulrain
Cecil Court	Fawcett Street, SW10	5 floors?	22	
Clydesdale House	255 Westbourne Park Road, W11	grd & 5 floors	30	Pat Dunlea
Lowerwood Court	Ladbroke Grove / Westbourne Pk Rd, W11	grd & 8 floors**	64	Pat Dunlea
Lonsdale House	Lonsdale Road, W11	7 floors **	80	Ken Wilson
Camelford & Upper Camelford Walks	Lancaster West Estate, W11	3 floors	59	
Campden Houses	Peel Street, W8	5 floors	134	John Whall
359-361 Kings Rd		grd & 4		Boniface Enoch
94 Ladbroke Grove		basement, grd & 3		Pat Dunlea
172-4 Ladbroke Grove		basement & 3		Pat Dunlea
34 Oxford Gdns		grd & 5		Aubrey Mulrain
6 Stanley Gardens		basement, grd & 4 floors		Ken Wilson
Longlands Court		2ndary escape across the roof void -		Ken Wilson

Key: ** Blocks where properties on the upper floors have a secondary means of escape accessed from within their home

Estate Staff	Mobile Telephone Numbers
Clinton Hegarty	
Ronnie Wright	
Boniface Enoch	
Pat Coughlin	
Pat Dunlea	
Ken Wilson	
Aubrey Mulrain	
John Whall	
Terry McGill	
Ozwaldo Martinez	
Dave Hill	
Joe Edwards	

Jimmy Hinds

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

QUOTATION FORM

We _____ having examined the Consultants' Brief offer to undertake to provide all necessary services and to carry out and complete the whole of the works identified in the Brief Parts 1, 2, 3, 4 and Appendices within 12 months for the amounts inserted below.

We *are/are not* capable of completing the assessments and surveys within 6 months and *have/have not* inserted prices accordingly.

(* Delete where not applicable)

Fixed Price Lump Sums

12 months

6 months

FRA REPORTS

Very small blocks

£ _____ £ _____

Small blocks

£ _____ £ _____

Medium blocks

£ _____ £ _____

Large blocks

£ _____ £ _____

Extra large blocks

£ _____ £ _____

Fixed Price Lump Sums

12 Months

6 Months

FRA REVIEWS

Very small blocks

£ _____

£ _____

Small blocks

£ _____

£ _____

Medium blocks

£ _____

£ _____

Large blocks

£ _____

£ _____

Extra large blocks

£ _____

£ _____

FLOOR PLANS

Very small blocks

£ _____

£ _____

Small blocks

£ _____

£ _____

Medium blocks

£ _____

£ _____

Large blocks

£ _____

£ _____

Extra large blocks

£ _____

£ _____

TIME CHARGE RATES

Discipline

Level of Staff

Rate per hour
£

We propose to **SUB-LET** parts of the Service as follows:-

Name of Sub-Consultant

Part of Service

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity	£ _____	_____
Public Liability	£ _____	_____
Employers Liability	£ _____	_____

WE AGREE that this quotation shall be on a firm price basis with prices fixed until 31st August 2011 and will not be subject to adjustments for any increases or decreases in wages or prices of equipment on which the prices have been calculated until after this date.

WE FURTHER AGREE that we will not adjust the amount of the quotation in accordance with any agreement or arrangement with any person other than the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.

WE FURTHER AGREE to hold this quotation open for acceptance by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited for a period of thirteen weeks from the date of submission.

WE FURTHER AGREE that until a contract is completed, this quotation and acceptance thereof by the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited, signified by letter, shall constitute a binding contract.

WE DECLARE that this quotation is submitted on the basis of the information and terms and conditions contained in the Project Brief for Consultants Parts 1, 2 and 3 and the invitation letter and on the understanding that by submitting this quotation, the terms and conditions are accepted by us and no variation or amendment will be made to any part of the Project Brief and WE UNDERTAKE to enter into a Contract with the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited incorporating the Project Brief for Consultants Parts 1, 2 and 3.

Signed:

Name (Print):

For and on behalf of:

Date:

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

**STATEMENT IN RELATION TO THE FREEDOM OF
INFORMATION ACT 2000**

We acknowledge that the TMO has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we *wish/do not wish to request an exemption for the information provided to the TMO in preparation and completion of our quotation for consultancy services with the TMO.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the quotation process all information provided to the TMO by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the TMO.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

Exemption(s) Claimed	Information	Minimum Period of Exemption
Sections 41 and 43		
Sections 41 and 43		

If for any reason the TMO considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact +_____. This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the TMO in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the TMO (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

* Delete where not applicable

+ Insert name of calfordseaden's representative

Signed:

Name (Print):

For and on behalf of:

Date:

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

FIRE RISK ASSESSMENTS

BONA FIDE QUOTATION

The essence of selective tendering is that the Client shall receive bona fide competitive tenders/quotations from all those invited to do so. In recognition of this principle we certify that this is a bona fide quotation intended to be competitive and that we have not fixed or adjusted the quotation by or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following:-

1. Communicating to a person other than the person calling for those quotations the amount or approximate amount of the proposed quotation or make up of the consortium (if appropriate) except where the disclosure in confidence was necessary to obtain professional indemnity insurance.
2. Entering into any agreement or arrangement with any person that he shall refrain from quoting or as to the amount of any quotation to be submitted.
3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other quotation or proposed quotation.

Signed:

Name (Print):

For and on behalf of:

Date:

Janet Rhymes

From: Diane Smith [diane@rspsafety.co.uk]
Sent: 16 July 2009 15:14
To: Janet Rhymes
Cc: Janice Wray
Subject: RE: Address

Thank you. Please find below.

Best regards

Diane

Diane Smith BA(Hons), LicFITOL, CMIOSH, MIIRSM, MInstLM
Director of Training
RSP Safety Services Ltd


www.rspsafety.co.uk

We have moved! Please note our new address from 1st June 2009:
Archdeaconry House
Gravel Walk
Peterborough
PE1 1YU


www.rspsafety.co.uk

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From: Janet Rhymes [mailto:jrhymes@kctmo.org.uk]
Sent: 16 July 2009 12:28
To: Diane Smith
Cc: Janice Wray
Subject: Address

Diane

Would you please provide me with your firm's full address please.

We wish to send you tender documents.

Please respond to both myself and Janice Wray.

Thank you

Janet Rhymes
Consultancy Services Manager
Kensington & Chelsea TMO

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21/07/2009

TMO10037438_0308

TMO10037438/308

Janet Rhymes

From: Janice Wray
Sent: 15 July 2009 15:06
To: Janet Rhymes
Subject: FW: FRAs consultants

Janet

he came back with names so I asked for addresses as well - please see the various e-mails below

Janice

From: Alexis.Correa@rbkc.gov.uk [mailto:Alexis.Correa@rbkc.gov.uk]
Sent: 15 July 2009 14:58
To: Janice Wray
Subject: RE: FRAs consultants

Kind of,

For RPS safety info is in the web <http://www.rspsafety.co.uk/>

For Firecare999:

✓ 99 Rye House, 113 High Street
Ruislip
London
HA4 8JN

Regards

Alexis Correa PgC. Grad IOSH
Health and Safety Advisor
Property Services
Housing, Health and Adult Social Care [HHASC]

Royal Borough of Kensington and Chelsea
Room 234/1
The Town Hall
Hornton Street
London W8 7NX

T: [REDACTED]
M: [REDACTED]
F: [REDACTED]
E: alexis.correa@rbkc.gov.uk

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From: Janice Wray [mailto:jwray@kctmo.org.uk]
Sent: 15 July 2009 14:57
To: Correa, Alexis: HHASC-PerfPol

16/07/2009

TMO10037438_0309

TMO10037438/309

Subject: RE: FRAs consultants

do you have their addresses?

From: Alexis.Correa@rbkc.gov.uk [mailto:Alexis.Correa@rbkc.gov.uk]

Sent: 15 July 2009 14:55

To: Janice Wray

Subject: RE: FRAs consultants

Strange...

Diane's email address is Diane@rspsafety.co.uk

Martin's is [REDACTED]

Regards

Alexis Correa PgC. Grad IOSH
Health and Safety Advisor
Property Services
Housing, Health and Adult Social Care [HHASC]

Royal Borough of Kensington and Chelsea
Room 234/1
The Town Hall
Hornton Street
London W8 7NX

T: [REDACTED]

M: [REDACTED]

F: [REDACTED]

E: alexis.correa@rbkc.gov.uk

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From: Janice Wray [mailto:jwray@kctmo.org.uk]

Sent: 15 July 2009 14:54

To: Correa, Alexis: HHASC-PerfPol

Subject: RE: FRAs consultants

Alexis

the attachments for Diane & Martin are blank - could you re-send their details please

Janice

From: Alexis.Correa@rbkc.gov.uk [mailto:Alexis.Correa@rbkc.gov.uk]

Sent: 15 July 2009 11:37

To: Janice Wray; Pam.Sedgwick@rbkc.gov.uk

Subject: FRAs consultants

16/07/2009

TMO10037438_0310

TMO10037438/310

Hello Janice,

Please find attached and below contacts details for the FRAs consultants for your tendering process:

- RPS safety: Diane Smith.
- Fire Protection Association (FPA), [REDACTED] www.technical.thefpa.co.uk
- Firecare999, Martin Dunne.
- Salvus Consulting, Andrew Furness. <http://www.salvus-consulting.co.uk/>
- RBKC building Control.

Regards

Alexis Correa PgC. Grad IOSH
Health and Safety Advisor
Property Services
Housing, Health and Adult Social Care [HHASC]

Royal Borough of Kensington and Chelsea
Room 234/1
The Town Hall
Hornton Street
London W8 7NX

T: [REDACTED]
M: [REDACTED]
F: [REDACTED]
E: alexis.correa@rbkc.gov.uk

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16/07/2009

TMO10037438_0312

TMO10037438/312

Janet Rhymes

From: Janice Wray
Sent: 15 July 2009 14:36
To: Janet Rhymes
Subject: FW: FRAs consultants
Attachments: Diane Smith (RSP Safety); Martin Dunne (FRA)

From: Alexis.Correa@rbkc.gov.uk [mailto:Alexis.Correa@rbkc.gov.uk]
Sent: 15 July 2009 11:37
To: Janice Wray; Pam.Sedgwick@rbkc.gov.uk
Subject: FRAs consultants

Hello Janice,

Please find attached and below contacts details for the FRAs consultants for your tendering process:

- 3 - RPS safety: Diane Smith.
- 4 - Fire Protection Association (FPA), [REDACTED], www.technical.thefpa.co.uk
- 2 - ✓ Firecare999, Martin Dunne.
- 5 - ✓ Salvus Consulting, Andrew Furness. <http://www.salvus-consulting.co.uk/>
- i - ✓ RBKC building Control.

Regards

Alexis Correa PgC. Grad IOSH
Health and Safety Advisor
Property Services
Housing, Health and Adult Social Care [HHASC]

Royal Borough of Kensington and Chelsea
Room 234/1
The Town Hall
Homton Street
London W8 7NX

T: [REDACTED]
M: [REDACTED]
F: [REDACTED]
E: alexis.correa@rbkc.gov.uk

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15/07/2009

TMO10037438_0314

TMO10037438/314

Janet Rhymes

From: Janice Wray
Sent: 15 July 2009 14:36
To: Janet Rhymes
Subject: FW: Fire Risk Assessments in council blocks

-----Original Message-----

From: John.Jackson@rbkc.gov.uk [mailto:John.Jackson@rbkc.gov.uk]
Sent: 10 July 2009 10:07
To: Janice Wray
Subject: RE: Fire Risk Assessments in council blocks

✓ Janice

We would like to be included in the list of consultants.

John

-----Original Message-----

From: Janice Wray [mailto:jwray@kctmo.org.uk]
Sent: 09 July 2009 17:22
To: Jackson, John: PC-BlgCtrl
Cc: Muchmore, Ann: HHASC-Housing; Correa, Alexis: HHASC-PerfPol; Good, Liam: RBKCTMO Ltd; Sedgwick, Pam: HHASC-Housing
Subject: Fire Risk Assessments in council blocks

John

We had our meeting yesterday and we have agreed a way forward on this which we have submitted to the Fire Brigade for comment. However, I'm sure you can appreciate that there is significant pressure to get these assessments underway asap.

The programme that we have outlined involves preparation of a Consultant's brief by 17th July and then a 3 week period in which consultants can prepare prices, produce examples of completed risk assessments, raise queries etc. (Initially we have identified the potentially high risk blocks and Consultants are being sought to complete these - in the region of 110 - assessments.) We would be happy to add your department to the list of Consultants being approached.

Please let me know if you wish to be included

● Thanks

Janice Wray

From: Janice Wray
Sent: Wed 08/07/2009 14:28
To: 'John.Jackson@rbkc.gov.uk'
Subject: RE: Fire Safety Audits

John

Liam Good & I have a meeting with Ann Muchmore and Alexis Correa this afternoon to discuss - I will raise your offer and come back to you following the meeting

Janice

From: John.Jackson@rbkc.gov.uk [mailto:John.Jackson@rbkc.gov.uk]
Sent: 08 July 2009 13:38
To: Jean.Daintith@rbkc.gov.uk; Robert Black; Laura.Johnson@rbkc.gov.uk; Janice Wray;

Pam.Sedgwick@rbkc.gov.uk; Claire.Wise@rbkc.gov.uk
Cc: John.Allen@rbkc.gov.uk; Dave.Gammon@rbkc.gov.uk; Derek.Myers@rbkc.gov.uk;
David.Prout@rbkc.gov.uk
Subject: Fire Safety Audits

Hi Everyone

I understand that the matter of Fire Audits was discussed at the management board. Can I therefore take this opportunity to state again that we have the expertise to undertake this task.

I would be happy to meet with those concerned about this.

Regards

John

John Jackson
Head of Building Control

T [REDACTED]
F [REDACTED]
W www.rbkc.gov.uk/Planning/buildingcontrol
<file://www.rbkc.gov.uk/Planning/buildingcontrol>

From: Jackson, John: PC-BlgCtrl
Sent: 19 June 2009 13:11
To: Daintith, Jean: HHASC-Director; Myers, Derek: CP-ChiefExec; 'rblack@kctmo.org.uk'
Cc: Myers, Derek: CP-ChiefExec; 'rblack@kctmo.org.uk'; Prout, David: PC-Plan; Johnson, Laura: HHASC-Housing; Wray, Janice: RBKCTMO Ltd; Sedgwick, Pam: HHASC-Housing; Wise, Claire: HHASC-Housing
Subject: Gillray House - Fire Safety Audit

Dear Jean
Building Control have the necessary expertise to undertake this task and would welcome discussing providing this service across the Council and TMO.

Regards

John

John Jackson
Head of Building Control

T [REDACTED]
F [REDACTED]
W www.rbkc.gov.uk/Planning/buildingcontrol
<file://www.rbkc.gov.uk/Planning/buildingcontrol>

From: Daintith, Jean: HHASC-Director
Sent: 18 June 2009 17:00
To: Myers, Derek: CP-ChiefExec; rblack@kctmo.org.uk
Cc: Prout, David: PC-Plan; Johnson, Laura: HHASC-Housing; Wray, Janice: RBKCTMO Ltd; Sedgwick, Pam: HHASC-Housing; Wise, Claire: HHASC-Housing
Subject: FW: Gillray House
Derek and Robert
Please see below for update.
Jean Daintith
Executive Director
Housing, Health and Adult Social Care
Royal Borough of Kensington and Chelsea Rm 140, Town Hall Hornton Street London W8 7NX
Tel: [REDACTED]

From: Correa, Alexis: HHASC-PerfPol
Sent: 18 June 2009 16:54
To: Daintith, Jean: HHASC-Director
Subject: Gillray House

Good afternoon Jean,

I had a conversation with Angus Sangster, Senior Fire Safety Officer from the London Fire Brigade, about their intention to serve an improvement notice to TMO/RBKC for the inadequacy of the fire risk assessment in Gillray House.

We have agreed a way to stop them from serving as an improvement notice. This is the schedule:

- Carry out a suitable and sufficient fire risk assessment by a competent person on Gillray House. I would advise to contract Salvus Consulting to carry out this task (their contact details are andrewfurness@salvus-consulting.co.uk [<mailto:andrewfurness@salvus-consulting.co.uk>](mailto:andrewfurness@salvus-consulting.co.uk)).
- Carry out the shortfalls identified on the action plan of the fire risk assessment.
- Set up a contract promptly with a competent fire safety company/consultant to carry out a suitable and sufficient fire risk assessment in each of the TMO managed properties (on behalf of RBKC). I again recommend Salvus Consulting to be appointed for this job. The fire risk assessments could be commissioned for £350 - £400 each.
- As it has failed already I do not think the LFB will be happy if these fire risk assessments are carried out by an in house employee.
- Carry out the shortfalls identified on the action plan of the fire risk assessments.
- Inform Mr Sangster of the step by step progress on this process. He would also like to receive a copy of the conducted fire risk assessments. His email address is angus.sangster@london-fire.gov.uk [<mailto:angus.sangster@london-fire.gov.uk>](mailto:angus.sangster@london-fire.gov.uk) .

If a different arrangement is to be set up I would advise to inform the LFB for their agreement.

Kind regards

Alexis Correa PgC. Grad IOSH

Health and Safety Advisor

Property Services

Housing, Health and Adult Social Care [HHASC] Royal Borough of Kensington and Chelsea
Room 234/1 The Town Hall Hornton Street London W8 7NX

T: [REDACTED]

M: [REDACTED]

F: [REDACTED]

E: alexis.correa@rbkc.gov.uk [<mailto:alexis.correa@rbkc.gov.uk>](mailto:alexis.correa@rbkc.gov.uk)

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Janet Rhymes

From: Liam Good
Sent: 08 July 2009 19:04
To: Graham Sidaway; Philip Oliver; Russell Thompson; Janet Rhymes
Cc: Janice Wray; Lornette Pemberton
Subject: FW: TMO FRAs

Following this meeting and to avoid a notice being served upon the Council we have agreed on a challenging timescale to commence risk assessments to our high risk priority properties. We will need to support Janice next week to ensure that a brief is agreed and issued to tender by the end of next week.

Regards
Liam

From: Alexis.Correa@rbkc.gov.uk [mailto:Alexis.Correa@rbkc.gov.uk]
Sent: 08 July 2009 17:16
To: Janice Wray; Laura.Johnson@rbkc.gov.uk; Pam.Sedgwick@rbkc.gov.uk; Paul.McCarthy@rbkc.gov.uk; Gary.Mann@rbkc.gov.uk; Liam Good; Ann.Muchmore@rbkc.gov.uk
Subject: TMO FRAs

Good evening,

I have just come back from our meeting with Janice Wray, Liam Good and Ann Muchmore. The meeting went very well and I am very positive about the proposed measures. A letter will be drafted by tomorrow afternoon with the agreed way forward for us to comment. If we are happy with it, Janice will send it to the LFB (Angus Sangster) in the late afternoon. Also, Ann will circulate her notes FYI.

Kind regards

Alexis Correa PgC. Grad IOSH
Health and Safety Advisor
Property Services
Housing, Health and Adult Social Care [HHASC]

Royal Borough of Kensington and Chelsea
Room 234/1
The Town Hall
Hornton Street
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From: Correa, Alexis: HHASC-PerfPol
Sent: 08 July 2009 10:48
To: Wray, Janice: RBKCTMO Ltd
Cc: Johnson, Laura: HHASC-Housing; Sedgwick, Pam: HHASC-Housing; McCarthy, Paul: CP-Fin; Mann, Gary:

09/07/2009

TMO10037438_0319

TMO10037438/319

CP-Pers; Good, Liam: RBKCTMO Ltd; Muchmore, Ann: HHASC-Housing
Subject: Tendering process for a fire safety consultant.

Good morning,

I have had a word with Andrew Lee about the tendering process for the fire safety consultant to carry out the FRAs. He has said that under Council procedures Part Four - F. Procurement Procedure Rules and Contract Regulations 2.7 Exemptions/Waivers of Contract Regulations:

a, "Neither tenders nor quotations need be obtained for dealing with an unforeseen emergency and where immediate action is necessary to comply with the statutory obligations of the Council".

As this budget is going to be available for the TMO I think that the tendering for the contract will have to be done under their own procedures but I guess they will be very similar to ours.

Nevertheless, I think that the LFB is asking for the schedule on how the TMO will act. I don't think they are expecting to have all done in a week. I will try to clarify it with them before the meeting this afternoon.

I'm not a contracts expert so perhaps it will have to be clarified seeking professional advice.

Regards

Alexis Correa PgC. Grad IOSH
Health and Safety Advisor
Property Services
Housing, Health and Adult Social Care [HHASC]

Royal Borough of Kensington and Chelsea
Room 234/1
The Town Hall
Hornton Street
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