

# **CLARKE BANKS**

## **FIRE ENGINEERING**

### SCOPE OF SERVICES 2017

## **1. SCOPE OF SERVICES**

Clarke Banks (Fire Engineering) Limited propose to act as fire consultants and will carry out the services listed in the Fee Proposal only. A generic description of the services is listed below.

### **1.1. DRAWING REVIEW**

A drawing review will be undertaken by Clarke Banks (Fire Engineering) Limited on the layout of the proposed project information to consider its compliance with the functional requirements of Approved Document B. This proposal is based on undertaking one drawing review of relevant drawing information. The feedback and outcome of the initial drawing review will be initially communicated via email to the project team and will include any relevant supplementary information such as mark-ups, diagrams or additional reference material.

### **1.2. DESIGN TEAM AND CLIENT MEETING**

Following issue of the initial drawing review, Clarke Banks (Fire Engineering) Limited will attend a project meeting to discuss the recommendations made, and the implications of this for both the client and the design team. The aim of this meeting is to formulate a decision-making process to enable the design to be developed to a stage where a Fire Strategy Document can be developed, and in turn statutory consultations can be undertaken in liaison with the Building Control Body. Demonstrating compliance with the functional requirements of Approved Document B will be the basis of the advice given, and at this stage any additional works required will be highlighted to the team as detailed in section Fire Engineering Analysis.

### **1.3. FIRE STRATEGY DEVELOPMENT**

Clarke Banks (Fire Engineering) Limited will develop a Fire Strategy Report prepared on behalf of client. The Fire Strategy will detail the design requirements to comply with Part B of The Building Regulations 2010. The strategy will be developed based on the project design information reviewed as part of the drawing review (or relevant updated information based on design development). Future design iterations (fundamental changes to the strategy) and any subsequent requirement to revise the Fire Strategy may be subject too additional fees. Clarke Banks (Fire Engineering) Limited will not proceed with any works without prior agreement and signed consent of the client.

### **1.4. DESIGN NOTE**

Clarke Banks (Fire Engineering) Limited will develop a Design Note prepared on behalf of client. The Design Note will be based on the application of Science and engineering principles to solve problem specific to fire, which is detachable from the main fire engineering analysis (i.e. Radiated Heat Flux Assessment, Occupancy Calculations etc.)

## 1.5. FIRE ENGINEERING ANALYSIS

Where due to the design of the building a Fire Engineering analysis will be required to satisfy Part B of The Building Regulations 2010. This will include the relevant engineering;

- Computational Fluid Dynamics;
- Fire Engineering Calculations; and / or,
- ASET/RSET.

## 1.6. FIRE RISK ASSESSMENT

The Regulatory Reform (Fire Safety) Order 2005 requires a building owner or building user (responsible person) carries out a risk assessment to effectively manage the fire risks within a premise. The risk assessment that must be carried out will help ensure that the fire safety procedures, fire prevention measures, and fire precautions (plans, systems and equipment) are all in place and working properly, and the risk assessment should identify any issues that need attention. The risk assessment should be periodically reviewed.

Clarke Banks (Fire Engineering) Limited shall undertake a Fire Risk Assessment on behalf of the client.

Clarke Banks (Fire Engineering) Limited shall complete a Fire Safety Inspection and / or audit of the Premises, taking into account the nature of the Premises and its use. The Fire Risk Assessment will be based upon the information provided by the client and will refer to areas, items, provisions and systems readily identifiable and viewed at the time of visit.

Clarke Banks (Fire Engineering) Limited has a duty to inform the Local Authority Fire Service if during the inspection and or audit, conditions that are considered to be immediately dangerous to relevant persons are found and cannot be remedied or significantly improved to reduce the risk to a tolerable level at the time of the visit.

## 1.7. ON-GOING DESIGN SUPPORT

Recognising the design of the development is still fluid, Clarke Banks will provide additional fire safety and engineering support if required throughout the life of the project with an additional cost in accordance with project fees in Terms and Conditions.

This support may include, but is not limited to:

- Attendance at design team meetings
- Meetings with the Approving Authorities
- Revisions to the fire strategy to reflect the latest design

## 1.8. EXCLUSION

The following services are excluded from the scope:

- Invasive inspections of the building construction
- Production of detailed specifications

- Checking drawings and specifications produced by others

In the event that any of these services are required, a further fee proposal will be provided.

**CLARKE BANKS**

**FIRE ENGINEERING**

TERMS AND CONDITIONS 2017

## 1. APPOINTMENT SPECIFICS

The company providing professional indemnity insurance in accordance with clause 3.2. is Barbican Consortium No. 9077 at Lloyd's London. The total limit of Clarke Banks (Fire Engineering) Limited liability to the client referred to in clause 3.2 is £ 5,000,000.00.

All expenses and disbursements, incurred by Clarke Banks (Fire Engineering) Limited in performing the Services as part of the appointment are included in the agreed Fee.

## 2. SERVICES

### 2.1. LEGISLATION AND REGULATIONS

This Agreement incorporates:

- The Association of Consultant Engineers Conditions of Engagement 1995 second edition 1998 Agreement D ("the Ace Conditions") except as varied by this Agreement which shall have precedence in case of any conflict. All definitions and references to terms in this Agreement shall be deemed to have the meaning and refer to the provisions of the Ace Conditions;
- The Building Regulations 2010 (as amended);
- The Regulatory Reform (Fire Safety) Order 2005; and,
- The Building Act 1984 (as amended).

The Building Regulations 2010 include provisions for fire safety within certain classes of buildings. Part B of Schedule 1 to the Building Regulations includes five functional requirements:

- Regulation B.1 Means of warning and escape.
- Regulation B.2 Internal fire spread (Linings).
- Regulation B.3 Internal fire spread (Structure).
- Regulation B.4 External fire spread.
- Regulation B.5 Access and facilities for the fire service.

### 2.2. WARRANTIES

In delivering the Services, Clarke Banks (Fire Engineering) Limited shall employ properly qualified and competent Consultant Fire and Safety Engineers which shall exercise reasonable skill care and diligence of experienced Consultant Fire and Safety Engineers in the provisions of the Services.

## 3. CONDITIONS

### 3.1. CHARGES AND PAYMENT

The due date for payment of an instalment of the Fee, together with expenses and disbursements if they are to be paid in addition, shall be the date of submission of Clarke Banks (Fire Engineering) Limited valid invoice for each instalment. The final date for payment of that invoice is specified

between 0-28 days after the due date for the payment. The Fee is exclusive of VAT, which shall be paid in addition to the main Fee.

Any sum due under the appointment which is not paid by the final date for payment shall carry interest at 5% above the Bank of England official dealing rate applicable from the final date for payment until the date on which payment is made.

### 3.2. CHANGES TO THE PROJECT AND ADDITIONAL WORK

Clarke Banks (Fire Engineering) Limited shall notify the client in writing as soon as it becomes aware that any additional work will be required, because of:

- Changes in the design, size, scope or complexity of the project;
- Changes in the timing or programming of the project;
- A failure by the client to comply with its obligations under this contract;
- Additional meetings and/or visits and/or other work is required.

The client shall pay Clarke Banks (Fire Engineering) Limited for the additional work on a time change basis, at the rates set out in the table below. Clarke Banks (Fire Engineering) Limited may include a charge in the next payment instalment after the additional work (or part of it) has been performed.

The Fee/charge for Additional Work shall be calculated on the basis of the time properly and necessarily spent by Clarke Banks (Fire Engineering) Limited in performing the Services at the following rates.

NB These additional charges will not be charged without formal agreement with the client and would only be applicable where the following occurs: -

- Changes in the design, size, scope or complexity of the project;
- Changes in the timing or programming of the project;
- A failure by the client to comply with its obligations under this contract;
- Additional meetings and/or visits and/or other work is required.

TIME PERIOD	RATE
Additional Day Rate	£ 1,000.00 plus VAT
Additional Half Day Rate	£ 750.00 plus VAT
Additional Hourly Rate (Director)	£ 250.00 plus VAT
Additional Hourly Rate (Consultant)	£ 125.00 plus VAT

### 3.3. INSURANCE

Clarke Banks (Fire Engineering) Limited shall maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the Department of Communities and Local Government (or any successor Department responsible for the Building Act 1984). On the client's written request, Clarke Banks (Fire Engineering) Limited shall provide evidence that these insurances are being properly maintained.

### 3.4. ASSIGNMENT AND SUBCONTRACTING

Either party may assign its rights and benefits under this contract. Clarke Banks (Fire Engineering) Limited may subcontract any part of the services and any additional work, with the prior approval of the client, not to be unreasonably withheld or delayed.

### 3.5. TERMINATION AND DISCHARGE

The client may terminate the appointment forthwith if:

- Clarke Banks (Fire Engineering) Limited is in material breach of its obligations under these terms and conditions and has failed to remedy the breach within 28 days of the date of the notice of the breach from the client; or
- Clarke Banks (Fire Engineering) Limited becomes insolvent.

Clarke Banks (Fire Engineering) Limited may terminate the appointment forthwith if:

- The client is in material breach of its obligations under the appointment and has failed to remedy the breach within 28 days of the date of the notice of the breach from Clarke Banks (Fire Engineering) Limited.

### 3.6. CONSEQUENCES OF TERMINATION

If the appointment has been terminated, the client shall pay Clarke Banks (Fire Engineering) Limited any instalments of the Fee due to the date of termination together with a fair and reasonable proportion of the next instalment of the Fee commensurate with the services and any additional work performed by Clarke Banks (Fire Engineering) Limited prior to the notice of termination.

### 3.7. LIMITATIONS OF LIABILITY

Nothing in clause 3.6 shall limit Clarke Banks (Fire Engineering) Limited's liability for negligence resulting in death or personal injury.

Notwithstanding any other provisions in these terms (apart from Clause 3.6), Clarke Banks (Fire Engineering) Limited's total liability to the client for any claims arising under or in connection with



the appointment whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) shall be limited to the amount set out in clause 1.2.

Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or cost, the liability of Clarke Banks (Fire Engineering) Limited for any loss or damage ('the loss or damage') under the appointment shall be limited to that proportion as it would be just and equitable for Clarke Banks (Fire Engineering) Limited to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions, that:

- all other consultants, contractors, subcontractors, and advisers engaged in connection with the Project have provided contractual undertakings on terms no less onerous than those in clause 3.1 to the client in respect of the carrying out of their obligations in connection with the project.
- there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss or damage is contractually liable to the client for the loss or damage; and
- all the parties referred to in this clause have paid to the client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.

Clarke Banks (Fire Engineering) Limited shall not be responsible for the supervision of any contractor or subcontractor, nor shall Clarke Banks (Fire Engineering) Limited have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor.

The members of Clarke Banks (Fire Engineering) Limited for redress if the client considers that there has been any breach of these terms. The client agrees not to pursue any claims in contract, in tort (including negligence), for breach of statutory duty with this contract at any time. The client acknowledges that such individuals are entitled to enforce this term pursuant to the contracts (Rights of Third Parties) Act 1999.

### 3.8. COMMENCEMENT

Whatever the date of appointment, these terms shall have effect commencing on the date when Clarke Banks (Fire Engineering) Limited commenced the services.

## 4. DEFINITIONS AND INTERPRETATIONS

### 4.1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

## 4.2. ADDITIONAL WORK

Means the type or volume of services appropriate for Clarke Banks (Fire Engineering) Limited to carry out in relation to the project as a result of or in consequence of the matters described in clause 3.6 and which are not already covered by the services set out in Part 2, together with any other services instructed by the client and agreed by Clarke Banks (Fire Engineering) Limited.

## 4.3. FEE

Means the total amount to be paid to Clarke Banks (Fire Engineering) Limited for the services and any additional work.

## 5. ADDITIONAL NOTES

### 5.1. THE FEE

The Fee is to be a lump sum or charged on a time basis, if a lump sum is agreed, the appropriate details should be inserted. Time charge rates should be inserted in all cases, since if any additional work is undertaken, it is charged on a time basis.

### 5.2. EXPENSES AND DISBURSEMENTS

Note that there are three alternatives (that expenses and disbursements are included within the Fee; that they may be charged in addition to the Fee; or that certain specified items may be charged). The unused alternatives must be deleted.

### 5.3. INSTALMENT PAYMENTS

In accordance with the Clarke Banks (Fire Engineering) Limited Fee Schedule or otherwise agreed schedule.

### 5.4. FIRE RISK ASSESSMENT

In the case of a Fire Risk Assessment, Clarke Banks (Fire Engineering) Limited will act as Fire Risk Assessors in the preparation of a Fire Risk Assessment which is intended to assist the client in meeting legal obligations but does not itself ensure or confirm compliance. It is the responsibility of the Responsible Person and/or their Representative to implement any required actions identified by the Fire Risk Assessment. A Fire Risk Assessment will not include an Invasive inspection of the building construction.

Clarke Banks (Fire Engineering) Limited has a duty to inform the Local Authority Fire Service if during the inspection and/ or audit, conditions that are considered to be immediately dangerous to relevant persons are found and cannot be remedied or significantly improved to reduce the risk to a tolerable level at the time of the visit.