

[REDACTED]
55 Spring Gardens
Manchester
M2 2BY

And by email: [REDACTED]

Date 03 November 2022

Your Ref 640/5428/5209/00434574.00001

Our Ref 492/492/S07095/135

Dear Sirs

Re: Spectrum Building, 22-42 Freshwater Road, Dagenham RM8 1EH

We act for Chadwell Properties LLP and write further to your letter to that company dated 15 September 2022.

Please note the following:

1. Our client does not owe a duty of care to your client pursuant to Section 1 of the Defective Premises Act 1972. This section imposes a duty on "*a person taking on work for or in connection with the provision of the dwelling (whether the dwelling is provided by the erection or by the conversion or enlargement of the building)*". Merely being the owner of a dwelling does not constitute "taking on work" and a duty will not be imposed on landlords in these circumstances (there was actually unreported authority to this effect – *Mirza -v- Bhandal* [unreported 22 April 1999]).
2. It is the developer of this project who would potentially owe your client a duty of care. The name of the developer was Denwood New Build Ltd.

We trust this will be an end to the matter and your client will contact Denwood Newbuild Ltd direct.

Yours faithfully

Hamllins LLP

Hamllins LLP

FAO A Partner
Chadwell Properties LLP
Floor 6
Quadrant House
4 Thomas More Square
London
E1W 1YW

Our ref: 640/5428/5209/00434574.00001

15 September 2022

By Special Delivery

Dear Sirs

Property: Spectrum Building, 22-42 Freshwater Road, Dagenham RM8 1EH ("Spectrum")
Our Client: Arinium Limited ("Arinium")

We refer to the above property and confirm that we have been instructed by Arinium in relation to the discovery of cladding issues at Spectrum. Our client is continuing to investigate the position in respect of fire safety and cladding at Spectrum, so its position must remain reserved at this stage.

In the meantime, it is our client's understanding that Chadwell Properties LLP ("Chadwell") was engaged in the original development of Spectrum and procured the works to convert and extend the building which were undertaken in 2016. Chadwell therefore owes a duty of care to Arinium, as the current freeholder of Spectrum, pursuant to section 1 of the Defective Premises Act 1972 ("DPA"). Our client has been advised that, amongst other issues, the cladding on the exterior of the building presents a serious fire safety risk for the residents of Spectrum and is a clear breach of Building Regulations meaning that remedial work is urgently required. We are therefore writing to put you on notice of our client's potential claim against Chadwell under the DPA and/or the recently enacted Building Safety Act 2022.

Entirely without prejudice to that and to enable our client to continue its investigations and ultimately attribute liability correctly, we ask that you please provide details of the relevant parties involved in the construction work which took place in 2016 and copies of all the construction documents relating to the development of Spectrum as soon as possible. This should include copies of the Building Contract and associated documents as well as any collateral warranties.

We are instructed that the Building Contract and associated documents/warranties were not assigned to our client on completion of the sale of the freehold of Spectrum from Chadwell to Arinium. As our client was not party to any of the original construction documents, it currently does not have any contractual means of recourse against the original building contractor and/or professional consultants. Therefore, and subject to our client having sight of the appropriate documents in due course, our client would also be grateful for your cooperation in agreeing to formally assign the building contract and associated documents to our client.

We look forward to hearing from you by return and by no later than 13 October 2022.

Yours faithfully



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[REDACTED]

From: [REDACTED]
Sent: 22 March 2023 13:38
To: [REDACTED]
Subject: RE: Spectrum Building and the BSF [CW-Legal.FID3872890]

[REDACTED]

I work within [REDACTED] team and I am assisting her in this matter.

We have had the opportunity to review the position and our previous advice concerning any potential routes to financial recovery.

We note that we previously advised on a few potential avenues for financial recovery, one of which was against Chadwell Properties LLP ("**Chadwell**"), who were the owner of Spectrum and the party who procured the works. As Chadwell are now dissolved (meaning the company no longer exists) this does change the position from our initial advice in that, irrespective of the merits of any legal claim against Chadwell, there does not appear to be any reasonable prospects of financial recovery against them. In view of the above, this only really leaves the NHBC claim as a possible route.

We propose to formalise and update our advice on any potential routes to financial recovery which you can then disclose to BSF if appropriate/as required. We suggest that we set a cap on our fees for this exercise at £2,500 plus VAT (which will also give us scope to assist you with completing the BSF forms in addition to formalising our advice in a disclosable written note, if required) – we will not charge you the full amount if we can complete the work in a shorter period of time and, equally, we will not exceed this cap without your prior approval.

We trust this is in order and we look forward to receiving your approval for us to proceed. As always, if you have any questions or would like to discuss this then please don't hesitate to contact [REDACTED].

Kind regards

[REDACTED]

[REDACTED]

Birmingham | **Bristol** | Cardiff | London | Manchester | Southampton | Taunton

* clarke
willmott



*"They are thoroughly impressive
from top to bottom, from excellent
trainees through to partners...
they are wonderful to work with."*

Chambers UK 2022



Postal address: 1 Georges Square, Bath Street, Bristol, BS1 6BA

From: [REDACTED]
Sent: Monday, March 20, 2023 1:48 PM
To: [REDACTED]
Subject: RE: Spectrum Building and the BSF [CW-Legal.FID3872890]

[REDACTED]

That's brilliant news – what a relief!

Yes, sure, we can help with this. We'll review/consider the previous advice and get a revised fee estimate to you for updating/formalising the advice in a suitable format to pass on to the BSF if/as required.

Kind regards
[REDACTED]

[REDACTED]
Senior Associate
Clarke Willmott LLP



[REDACTED]
Birmingham | Bristol | Cardiff | London | **Manchester** | Southampton | Taunton

***"They are thoroughly impressive
from top to bottom, from excellent
trainees through to partners...
they are wonderful to work with."***

Chambers UK 2022



Postal address: Burlington House, Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF

From: [REDACTED]
Sent: Wednesday, March 15, 2023 10:44 AM
To: [REDACTED]
Subject: Spectrum Building and the BSF [CW-Legal.FID3872890]

**** This is an external email, please forward any concern with it to '[Information Security Incident](#)' ****

[REDACTED],

I hope all is well.

Further to my voicemail, we have fortunately been approved for the BSF to remediate the cladding on the Spectrum Building.

As part of this, the BSF officers request that I seek legal advice on sources of recovery of any funds. From our previous correspondence the main avenue of recovery were the previous owners, Chadwell, who we had communication with denying responsibility and have also now subsequently gone into liquidation.

Can you please provide an email/statement stating that we have engaged and looked into these avenues for the BSF. I have cc'd in [REDACTED], the project manager, as he is experienced in the BSF and will be able to guide us as to what exactly will make the BSF comfortable.

Regards,
[REDACTED]

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NHBC

NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP

Fax: 0844 633 0022 www.nhbc.co.uk

172609510

Foxstone Estates Ltd
92b Snakes Lane East
Woodford Green
Essex
IG8 7HX

Registration Number : 77379

Date : 09/05/2014

Dear Sir

Site reference : 0006080952
Site at : Former Dupont Building
22-42 Freshwater Road
Dagenham
RM8 1RY

The following plots have now been registered for warranty:

Plot Number	Policy Number	Activation Code
3.1	AO016058	8PFFZ9B1ET
3.2	AO016059	0T6ECA4ND3
3.3	AO016060	YW7BI37ENO
3.4	AO016061	9776WK2V9C
3.5	AO016062	MA4XQDWC3I
3.6	AO016063	E0D4RRTMTM
3.7	AO016064	YK9M0WD89M
3.8	AO016065	NQYI10A4NL

FLAT

310

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303

Raising standards to protect homeowners

National House Building Council is a company limited by guarantee registered in England and Wales. Registered number 320784.
NHBC registered office: NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire MK5 8FP.

NHBC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



INVESTOR IN PEOPLE



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302	3.9	AO016066	LLE0T0Z1TQ
301	3.10	AO016096	1RJFIAR21H
410	4.1	AO016067	61FIYM7I60
409	4.2	AO016068	ZK310FPN9F
408	4.3	AO016069	CF88NRL8NT
407	4.4	AO016070	MKAP4MD507
406	4.5	AO016071	P9PQMM0302
405	4.6	AO016072	GBG1YUS0RM
404	4.7	AO016073	FT2GQ47G61
403	4.8	AO016074	NEXY6Z28CB
402	4.9	AO016075	T1J3ULE3QW
401	4.10	AO016097	Z36HZW1KQK
510	5.1	AO016076	8TZ30FEW7T
509	5.2	AO016077	OOILOMBIAB
508	5.3	AO016078	6M2APAFGJG
507	5.4	AO016079	OG954BTBVD
506	5.5	AO016080	TQWUXUNVM4
505	5.6	AO016081	XKPS7Y3EJ8



Flat

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5.7	AO016082	VECHZTZBWW
5.8	AO016083	Z48653HP6B
5.9	AO016084	FC0997EDKO
5.10	AO016098	CI1KWJAM1G
6.1	AO016085	KPQ8V5JW5U
6.2	AO016086	QNZVB207ID
6.3	AO016087	AJRKH5MRVK
6.4	AO016088	HJ0N4VXS3B
6.5	AO016089	Y8C57RFOHR
6.6	AO016090	KOXC91UCZQ
6.7	AO016091	D1G6HVIWNF
6.8	AO016092	EMGVIHB79Z
6.9	AO016093	W7GSWQLVZ3
6.10	AO016099	9NMJJ4KLMK
1.1	AO016040	KMLIRYFFHN
1.2	AO016041	7ULI9MXHOA
1.3	AO016042	FWL88ZZRW0
1.4	AO016043	HTZEPG0FXI



FLAT

106	1.5	AO016044	V1JYJ7NYN5
105	1.6	AO016045	IBXXUTML9N
104	1.7	AO016046	YX9G2XBMV6
103	1.8	AO016047	5SJ88Z386W
102	1.9	AO016048	5H3TXCMLZZ
101	1.10	AO016094	LATKIF3V2U
210	2.1	AO016049	4ZC60XZVKH
209	2.2	AO016050	ETQ7DRA160
208	2.3	AO016051	PR2DHW9W21
207	2.4	AO016052	XGLAD6QJ3T
206	2.5	AO016053	HI2X3I8EU4
205	2.6	AO016054	CBD2CMVL22
204	2.7	AO016055	ZWB6SSZHQH
203	2.8	AO016056	KSJ8YSABRB
202	2.9	AO016057	OM8F4A2HWG
201	2.10	AO016095	7UBXM368JI

Please forward the relevant Policy Number and Activation Code to parties interested in the purchase of that home.



This information will enable them to access the plot information using the online 'Manage Buildmark Acceptances' system at www.nhbc.co.uk/acceptance and then progress the sale.

If you misplace any policy numbers and/or activation codes, please call 0844 633 1000 and ask for 'Customer Services' where one of the team will be able to assist you.

Please note that the next steps outlined below must be completed in order for the Buildmark cover to be activated.

Next steps:

Home purchase

Before and on exchange of contracts the purchasers' solicitors or the purchasers themselves must log into the 'Manage Buildmark Acceptances' system, to confirm that Buildmark is available.

On exchange of contracts they must enter the relevant information to activate the cover before completion. They will only be able to do this if you are registered with NHBC at that point. If not, they will not be able to activate Buildmark.

They must also log back into the 'Manage Buildmark Acceptances' system following legal completion and complete the remaining details. That information will activate the cover after completion and they will be able to download and print the Insurance Certificate. They will only be able to do this if NHBC has issued a cover note after agreeing that the home substantially complies with NHBC Requirements.

Home built to contract

Upon entering into a building contract on land already owned by the buyer or being purchased separately by them, they or their solicitors must log into the 'Manage Buildmark Acceptances' system to check that Buildmark cover is available. They must enter the relevant information to activate the cover before completion. They will only be able to do this if you are registered with NHBC at that point. If not, they will not be able to activate Buildmark.

They must also log back into the 'Manage Buildmark Acceptances' system upon completion of the building work, and complete the remaining details to fully activate the Buildmark cover applicable after completion and print off the Insurance Certificate. They will only be able to do this if NHBC has issued a cover note after agreeing that the home substantially complies with NHBC Requirements.

Builder occupying or renting the home

If you are planning to retain the property and live in it or let it, you must inform NHBC. Please call 0844 633 1000 and ask for 'Customer Services' where one of our staff will take the details and update our records.



If relevant parties do not have access to the internet (or have difficulty using the internet, for instance due to disability) they should be advised to contact NHBC Customer Services on 0844 633 1000.

Please do not hesitate to contact our Customer Services team on 0844 633 1000 if you require any further information.

Yours faithfully

NHBC Customer Services

Buildmark Insurance Certificate

Homeowner's copy

Address of the work Plot No 2.10 Flat 201 Second Floor, Spectrum Building 22-42 Freshwater Road Chadwell Heath, Essex, RM8 1RU	Postal address Flat 201 Spectrum Building 22 Freshwater Road Dagenham Essex RM8 1EH
Policy number: AO016095 Please quote the policy number in all communications with NHBC.	
Solicitor's reference:	

Builder
Chadwell Properties LLP
3rd Floor
9 White Lion Street
London
N1 9PD

Builder registration number
98788

Property Type Apartment

Financial Limit (£): 229,995

Buildmark cover start date 17-DEC-2015

Buildmark cover end date 16-DEC-2025

This certificate confirms that Buildmark cover is in place.

1. The protection for the owner under the Buildmark cover expires on the end date shown.
2. The cover provided by Buildmark is explained in the Buildmark policy booklet.
3. Please read this certificate in conjunction with the accompanying schedule.

IMPORTANT: PLEASE KEEP THIS DOCUMENT IN A SAFE PLACE.



Policy schedule for NHBC New home warranty and builder guarantee

This policy schedule summarises the sections of cover that are available to you, the period of cover, financial limits and any specific endorsements.

For further details of the cover provided by Buildmark, please refer to the policy booklet which you can find on our website at nhbc.co.uk/findyourpolicydocument if you do not already have a copy.

Policyholder: AIRIA Limited

Property on cover: Flat 201 Spectrum Building
22 Freshwater Road
Dagenham
Essex
RM8 1EH

NHBC registered builder: Chadwell Properties LLP

Type of property: Apartment

Product: 10yr Conversion

Policy number: AO016095

Coverage provided by this policy and applicable periods of cover:

Section of cover		Period of cover	Cover provided?
1	Insurance before completion	From the date contracts are exchanged up to the completion date	Note: the period of cover for this section has now elapsed Refer to Section 1 certificate
2	Builder warranty period, our resolution service and guarantee	2 years from the completion date For shared parts cover 3 years from the completion date of the first home sharing those parts	Yes
3	Insurance after the builder warranty period (newly built homes)	8 years from the end of the Builder warranty period	No
	Insurance after the builder warranty period (newly converted homes)	8 years from the end of the Builder warranty period	Yes
4	Insurance for Building Regulations	8 years from the end of the Builder warranty period	No
5	Cover for contaminated land	8 years from the end of the Builder warranty period	Yes

Financial limit (£): 229,995

Sub limits

Insolvency cover:	Up to 10% of the overall limit, or £100,000 whichever is lesser
Alternative accommodation:	Up to 10% of the overall limit
Continuous structure and shared parts:	The cumulative total of the individual home limits, up to a maximum of £5,000,000

Mimimum Claim Value

Minimum Claim Value (MCV) at commencement of Section 3 cover is £1,550. The MCV increases each year by £50 for the remaining duration of Section 3 cover.

Endorsements:

This plot is a conversion/renovation. The financial limits applicable to conversions/renovations will apply. For further information please refer to your policy booklet or contact NHBC Customer Services on 0344 6331000.



Change of Ownership form

Homeowner's copy

Postal address Flat 201 Spectrum Building 22 Freshwater Road Dagenham Essex RM8 1EH	Are the address details correct? If not, please amend below.
Policy number: AO016095 Please quote the policy number in all communications with NHBC.	

To the first owner

This document must be kept with the Buildmark insurance certificate and passed on to subsequent owners.

To subsequent owners:

Please fill in your details below and return to: NHBC House Davy Avenue Knowlhill Milton Keynes, MK5 8FP.

New contact details

Title:	First name:
Surname:	
Email:	
Title:	First name:
Surname:	
Email:	
Date	

If you would prefer to update your details over the phone, please dial **0344 633 1000** and ask for Customer Services.

If you wish to use a different address for correspondence, please provide it below.

Address line 1	
Address line 2	
Address line 3	
Town	
County	
Postcode	

Data Protection Act 1998: The data controller is NHBC. We store the details you supply as a record of your cover under the NHBC scheme, and sales analysis for administration purposes in the future. By completing and returning this form you agree to NHBC processing your data. If you do not wish to be approached please tick the appropriate box(es).

Part 1 - NHBC may occasionally contact you for research purposes or to keep you informed of products and services from NHBC and other organisations which we believe may be of interest to you.[]

Part 2 - NHBC may also pass your details to carefully selected third parties who may contact you with offers that they believe will be of interest to you.[]





This document has changed from the published version. A comparison document must be provided.

PCSA 2016
Pre-Construction Services Agreement
(General Contractor) 2016

2016
PRE-CONSTRUCTION SERVICES AGREEMENT

Pre-Construction Services Agreement (General Contractor) (PCSA)

Appropriate:

- for the supply of pre-construction services by a Contractor selected under a two-stage tendering procedure; and
- where the main contract is to be the JCT Standard Building Contract, Design and Build Contract, Major Project Construction Contract, Intermediate Building Contract or Intermediate Building Contract with contractor's design, 2016 Edition.

Can be used:

- whether or not the Contractor is to be responsible for any design work;
- where there is to be novation to the Contractor of any specialist sub-contract(s) or supply contract(s) or (in the case of a Design and Build Contract or Major Project Construction Contract) any consultancy agreement(s);
- by both private and local authority employers; and
- (with minor adaptation) in a JCT Construction Management procurement, for the provision of pre-construction services by prospective Trade Contractors.

Not suitable for use:

- between the Employer and specialist sub-contractors (except as prospective Trade Contractors in a JCT Construction Management procurement – but see also paragraph 7 of the Guidance Notes);
- between a Contractor and a sub-contractor; or
- in conjunction with the JCT Management Building Contract.

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For details of 2016 Edition changes, see the Guidance Notes and the Tracked Change Document.

www.jctltd.co.uk

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Pre-Construction Services Agreement

This Agreement

is made the 3 February 2023

Between

The Employer

Arinium Limited

Place of incorporation: England and Wales

(Company No. 11784090)^[1]

whose registered office is at 310 Harrow Road, Wembley, United Kingdom, HA9 6LL

And

The Contractor

Fleetwood Architectural Aluminium Limited

Place of incorporation: England and Wales

(Company No. 03321897)^[1]

whose registered office is at Fleetwood House, 480 Bath Road, Slough, Berkshire, SL1 6BB

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Guidance Notes.

Recitals

Whereas

First

the Employer wishes to have the following work carried out:

Replacement of combustible cladding deemed non-compliant by the Client's Fire Engineer
at

Spectrum Building, 22 Freshwater Road, Dagenham RM8 1EH ('the Project'),
as described in greater detail in the document(s) identified in the Particulars, that work to be carried
out under a main contract ('the Main Contract') provisional details of which are also given or referred
to in the Particulars;

Second

the Employer's Agent for the pre-construction phase of the Project ('the Pre-Construction Period') is

HartDixon LLP

of

14 Devonshire Square, London EC2M 4YP
or such other person as the Employer shall nominate and notify to the Contractor;

Third

The Principal Designer for the purposes of the CDM Regulations is^[2]

HartDixon LLP

of

14 Devonshire Square, London EC2M 4YP
or such replacement as the Employer at any time appoints to fulfil that role.

Fourth

The Principal Contractor the Employer intends to appoint for the purposes of the CDM Regulations is
the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

Fifth

prior to the execution of this Agreement, the Contractor has submitted to the Employer the initial

[2] Insert the name of the Principal Designer in the Third Recital and that of the Principal Contractor in the Fourth Recital (if that is to be a person other than the Contractor) if appointed or, where appropriate, amend to state whom the Employer intends to appoint. Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. The appointments must be made as soon as is practicable, and, in any event, before the construction phase begins. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.

proposal document(s) identified in the Particulars^[3], on the basis of which the Employer has requested that, for the fee specified in Annex A ('the Fee') and other payments in accordance with this Agreement, the Contractor should during the Pre-Construction Period provide the pre-construction services listed in Annex B;

Sixth

it is intended that work on the Construction Phase of the Project shall commence on site on TBA ('the Date of Possession') with a duration initially estimated at TBA weeks and that for the purposes of the Main Contract, not later than 4 weeks prior to the Date of Possession:

- the Contractor should submit his Second Stage Tender and, where applicable, Contractor's Proposals, and
- the Contract Sum should be agreed between the Parties

in conformity with the requirements (the 'Second Stage Tender Requirements') identified in the Particulars;

[3] Delete as appropriate.

Now it is hereby agreed as follows

Section 1 Definitions and Interpretation

1.1 Definitions

In addition to the capitalised terms defined above, the following expressions shall unless the context otherwise requires have the meanings stated or referred to below:

Additional Payments: see clause 6.1.3.

Additional Services: see clause 5.1.

BIM Protocol: (where applicable) the document identified as such in the **Particulars** (against the reference to clause 1.1).

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Contractor's Information: Information supplied or to be supplied by the Contractor under this Agreement whether under the BIM Protocol or otherwise.

Contractor's Key Personnel: the persons identified as such in the **Particulars** (against the reference to clause 2.1.2) or any replacements appointed in accordance with clause 4.2.2.

Contractor's Project Staff: the Contractor's Representative, the Contractor's Key Personnel and his other staff engaged on the Project, as identified in paragraph 3 of Annex A.

Contractor's Representative: the person identified as such in the **Particulars** (against the reference to clause 2.1.2) or any replacement appointed in accordance with clause 4.2.2.

Cost Plan: the plan identified as such in the **Particulars** (against the reference to clause 2.1), as amended/revised from time to time.

Employer's Requirements: the document identified as such in the **Particulars** (against the reference to clause 2.1).

Information: all information, including designs, drawings, specifications, programmes, schedules and other material supplied or to be supplied by or on behalf of any member of the Project Team for the purposes of the Project, whether in hard copy form or stored in any electronic or other medium.

Interest Rate: a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Agreement becomes overdue.

Joint Fire Code: the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation, published by Construction Industry Publications Ltd and the Fire Protection Association, as amended/revised from time to time.

Local or Public Authority: a body that is a 'contracting authority' as defined by the PC Regulations.

Party: the Employer or the Contractor.

PC Regulations: the Public Contracts Regulations 2015.

Pre-Construction Services: the services listed in Annex B and any Additional Services instructed under clause 5.1.

Programme: the document identified as such in the **Particulars** (against the reference to clause 2.1), as amended/revised from time to time.

Project Team: the Contractor and the other persons listed in the **Particulars** (against the reference to clause 2.1), together with any other members from time to time nominated by the Employer.

Reimbursable Expenses: see Annex A.

Scheme: Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Project or performance of any obligations under this Agreement and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Project or with whose systems the Project is to be connected.

Third Party Agreements: any agreement or licence between the Employer and any person other than members of the Project Team that relates to the Project, the Project site or the use of it and of which the relevant details have been given to the Contractor (including, without limitation, agreements with actual or prospective purchasers, tenants and funders and those relating to planning, highways, rights of way, light, oversailing or other easements) as listed in or by the **Particulars** (by reference to **clause 2.1**).

VAT: Value Added Tax.

1.2 Headings, references to persons, legislation etc.

1.2.1 Nothing in the documents identified in the **Particulars** shall override or modify the other provisions of this Agreement.

1.2.2 In this Agreement, unless the context otherwise requires:

1.2.2.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.2.2 the singular includes the plural and vice versa;

1.2.2.3 a gender includes any other gender;

1.2.2.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;

1.2.2.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and

1.2.2.6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information under this Agreement, be deemed to include information in a form or medium conforming to that protocol.

1.3 Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

1.4 Notices and other communications

1.4.1 Any notice or instruction under this Agreement shall be in writing.

1.4.2 Any notice required to be given in accordance with this clause 1.4.2 shall be delivered by hand or sent by Recorded Signed for or Special Delivery post, in which case it shall be deemed to be given on delivery.

1.4.3 Any other communications may be sent by such other means as the Parties shall agree from time to time.

1.5 Applicable law

This Agreement shall be governed by and construed in accordance with the law of England.^[4]

[4] Where the Parties do not wish the law applicable to this Agreement to be the law of England appropriate amendments should be made.

Section 2 Contractor's General Obligations

2.1 Performing the Services

The Contractor shall perform the Pre-Construction Services in accordance with the Employer's Requirements, the Statutory Requirements and the Programme and with due regard to the Cost Plan and any Third Party Agreements. In performing those services the Contractor shall:

- 2.1.1 exercise the level of skill, care and diligence reasonably to be expected of a contractor experienced in projects of similar size, scope and complexity;
- 2.1.2 ensure that, unless otherwise agreed with the Employer, Contractor's Key Personnel shall fulfil their identified roles and that they and the Contractor's Representative (or competent deputies) are at all reasonable times available for communication and consultation with the Employer and Project Team; and
- 2.1.3 duly consult with members of his supply chain and, at the Employer's request, endeavour so far as practicable to ensure the attendance at relevant Project meetings of those suppliers whose attendance is necessary or desirable.

2.2 Compliance with instructions

The Contractor shall comply with all lawful instructions from the Employer or Employer's Agent as to all matters within the scope of the Pre-Construction Services and the Contractor's competence. For these purposes:

- 2.2.1 instructions given to the Contractor's Representative shall be deemed to have been issued to the Contractor;
- 2.2.2 if the Contractor considers that, irrespective of any additional time or financial adjustment under section 5, an instruction would compromise or materially and adversely affect the Project, performance of the Pre-Construction Services or compliance with the Statutory Requirements, he shall notify the Employer in writing and the Parties shall promptly meet with a view to immediate resolution of the matter, consulting as necessary with other relevant members of the Project Team.

2.3 Co-operation and supply of Information

The Contractor shall liaise and co-operate fully with other members of the Project Team, both directly and through Project Team meetings, and in accordance both with any identified framework agreements and with such procedures as the Employer may establish from time to time. In particular (but without limitation) the Contractor shall:

- 2.3.1 supply in accordance with the Programme all the Contractor's Information required as part of the Pre-Construction Services, together with any other Information reasonably requested by the Employer or Project Team;
- 2.3.2 notify other members of the Project Team in due time of any requirements that the Contractor may have for Information from them that is not provided for in the Programme or other agreed information release schedule;
- 2.3.3 promptly notify the Employer's Agent of any inconsistency or divergence (actual or prospective) of which he becomes aware in relation to the Employer's Requirements or other documents referred to in clause 2.1 and of any delay or impediment in performing the Pre-Construction Services; and
- 2.3.4 promptly notify those to whom the Contractor has supplied Contractor's Information of any changes to it, and of any inaccuracies or inconsistencies in it of which he becomes aware, together with any necessary corrections, and similarly notify those from whom he has received Information if he becomes aware of inaccuracies or inconsistencies in the items received.

2.4 Specification of materials

Unless required by this Agreement or otherwise authorised in writing by the Employer, the Contractor will not select or recommend the use of materials for the Project other than in accordance with the guidelines contained in the edition of 'Good Practice in the Selection of Construction Materials' (British Council for Offices) current at the date of this Agreement.

2.5 Joint Fire Code

Insofar as the Pre-Construction Services concern matters within the Joint Fire Code, the Contractor shall observe its provisions.

2.6 Sub-contracting

The Contractor shall not sub-contract the performance of any of the Pre-Construction Services without the Employer's prior consent. The Contractor shall remain fully responsible for any work sub-contracted.

2.7 Second Stage Tender

2.7.1 The Contractor shall duly prepare and submit his Second Stage Tender in accordance with the Second Stage Tender Requirements and (unless otherwise agreed) within the time specified in the Sixth Recital.

2.7.2 The Employer is under no obligation to accept any Second Stage Tender and, unless the Parties otherwise agree in writing, no binding contract in respect of the Construction Phase of the Project shall come into existence unless and until the Parties execute and deliver the Main Contract.

2.8 Liability for design work^[5]

Where the Pre-Construction Services include design work, the Contractor shall unless otherwise specifically provided in Annex B have no liability of any kind to the Employer under this Agreement for that design work, whether in contract, negligence, breach of duty or otherwise (other than any personal injury or death arising from that work), unless and until the Main Contract is entered into by the Parties, upon entry into which the Contractor's obligations and liability in respect of that design work shall be the same as if it formed part of the design work undertaken by him under the Main Contract and shall be subject to any relevant exclusions or limitations of liability contained in that contract.

[5] See the Guidance Notes.

Section 3 Employer's General Obligations

3.1 Supply of Employer information etc.

The Employer shall in relation to the Pre-Construction Services duly comply with applicable CDM Regulations and provide the Contractor with such information in his possession or control as is relevant to the Pre-Construction Services and compliance with the Statutory Requirements, that information to be supplied in accordance with the Programme or promptly upon the Contractor's reasonable request. In addition the Employer shall promptly notify the Contractor of:

3.1.1 additions to or other changes in the Project Team; and

3.1.2 any necessary updates or corrections to any information supplied under this clause 3.1.

3.2 Decisions, approvals and instructions

Decisions, approvals and instructions reasonably required by the Contractor shall be made or given by the Employer or by the Employer's Agent within a reasonable time of the Contractor's request.

3.3 Project Team – delay or default

If the Contractor is at any time materially delayed or hindered in performing the Pre-Construction Services by any delay or default on the part of any other member of the Project Team and notifies the Employer with relevant particulars, the Employer shall exercise his powers to ensure, as far as is reasonably practicable, that the delay or default is promptly corrected.

Section 4 Representatives and Contractor's Key Personnel

4.1 Employer's Agent

The Employer's Agent shall be the authorised recipient for all notices to and other communications with the Employer under this Agreement and, subject only to any limits on his authority as are from time to time notified in writing to the Contractor, shall otherwise have full power and authority to represent the Employer. If at any time the appointee ceases to hold the post, the Employer shall promptly appoint a replacement and notify the Contractor.

4.2 Contractor's Representative and Contractor's Key Personnel – changes

4.2.1 The Contractor shall not remove the Contractor's Representative or any of the Contractor's Key Personnel from their post or replace such person without the Employer's prior approval of the removal or of the replacement appointee. Where practicable, the Contractor shall arrange an appropriate handover period. The Employer shall not unreasonably withhold or delay his approval.

4.2.2 If the Contractor's Representative or any of the Contractor's Key Personnel ceases for any reason to hold their post, the Contractor shall, subject to such approval, promptly appoint a replacement.

4.3 Removal and replacement of Contractor appointees

After consultation with the Contractor, the Employer may require the removal of the Contractor's Representative, of any of the Contractor's Key Personnel or of any other person engaged in the Pre-Construction Services if, in the Employer's reasonable opinion, their performance or conduct is or has been unsatisfactory.

Section 5 Additional Services, Fee Adjustment etc.

5.1 Additional Services

The Employer may instruct the Contractor to perform services which are additional to or represent an alteration in the Pre-Construction Services as then specified (including advice in relation to any changes to the definitive design) ('Additional Services') to the extent that they are within the scope of the Project and the Contractor's competence. The Contractor shall promptly notify the Employer of any Additional Service that he considers necessary or desirable.

5.2 Changes, delaying events etc.

The Fee and/or other amounts payable under this Agreement shall be adjusted for additional work and for any additional costs that the Contractor incurs as a result of:

- 5.2.1 instructions for any Additional Services that cannot readily be undertaken by the Contractor's Project Staff in the ordinary course and within the Programme timetable; or
- 5.2.2 any event or cause related to the Project that is beyond the Contractor's control and materially alters, delays, prolongs or disrupts the performance of the Pre-Construction Services, including delay in finalisation of the Employer's design or any default on the part of the Employer or any member of the Project Team.

5.3 Notification by the Contractor

If the Contractor wishes to claim an adjustment of the Fee and/or any additional payment or reimbursement in respect of any Additional Services or of any event or cause within clause 5.2 and/or to claim any additional time, he shall promptly notify the Employer to that effect either upon receipt of the instruction (and before implementing it, except in the case of an emergency) or upon the occurrence of the relevant event or cause, as the case may be. Such notification shall include an estimate of any additional time required, cost and/or (where appropriate) loss and/or expense, which, in the case of cost, shall be consistent with any rates set out in Annex A, so far as properly applicable.

5.4 Adjustment of Fee or additional payment and time

Where following notification by the Contractor under clause 5.3 the Employer confirms his instruction for any Additional Services or the Contractor is able to demonstrate loss and/or expense arising from an event or cause within clause 5.2.2, the addition to the Fee or other payment shall be such amount as is agreed between the Parties or, in default of such agreement, fairly valued by or on behalf of the Employer, based in the case of Additional Services on the net additional time spent in performing them and on any relevant rates given in Annex A. Where relevant a fair adjustment of time shall be made.

Section 6 Payment

6.1 Amounts payable

The Employer shall in accordance with Annex A and the following provisions of this section pay the Contractor:

- 6.1.1 the Fee;
- 6.1.2 Reimbursable Expenses;
- 6.1.3 any additional amounts payable pursuant to section 5 that are not included by way of adjustment of the Fee ('Additional Payments'),

together with any VAT properly payable in respect of such sums.

6.2 Contractor's payment applications

The Contractor may make payment applications as at the application dates or stages/milestones specified in Annex A. Each such application shall state the sum the Contractor considers due to him at that date or stage/milestone, including the amount of any Reimbursable Expenses paid or incurred in the period preceding the specified date or stage/milestone and the amount of any Additional Payment, so far as it relates to that period and is then due and payable, and shall set out the basis on which that sum has been calculated. The application shall be accompanied by such documents, vouchers and receipts as are specified in paragraph 6 of Annex A or are otherwise reasonably required by the Employer.

6.3 Due date and final date for payment

- 6.3.1 The due date for payment of any amount payable under section 6 shall be the application date or stage/milestone or, if later, the date of receipt of the Contractor's payment application by the Employer.
- 6.3.2 The final date for payment shall be 14 days from the due date.

6.4 Payment – amount and notices

- 6.4.1 Not later than 5 days after the due date the Employer shall give a payment notice to the Contractor, stating the sum he considers to be due from him calculated in accordance with clause 6.1 and the basis on which that sum has been calculated.
- 6.4.2 Subject to any notice given under clause 6.4.3, the Employer shall no later than the final date for payment pay the Contractor the amount specified in the payment notice under clause 6.4.1 or, if that notice is not given in accordance with that clause, the amount stated as due in the Contractor's payment application.
- 6.4.3 If the Employer intends to pay less than the sum stated as due from him in his payment notice or, where applicable, in the Contractor's payment application, he shall not later than 5 days before the final date for payment give notice to the Contractor of that intention stating the sum that he considers to be due to the Contractor at the date he gives notice under this clause 6.4.3 and the basis on which that sum has been calculated. Where such notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 6.4.4 A notice to be given by the Employer under clause 6.4.1 or 6.4.3 may be given on his behalf by the Employer's Agent or by any other person who the Employer notifies the Contractor as being authorised to do so.
- 6.4.5 In relation to the requirements for the giving of notices under this clause 6.4, it is immaterial that the amount then considered to be due may be zero.

6.5 Interest

If the Employer fails to pay a sum, or any part of it, due to the Contractor under this Agreement by its

final date for payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made. Any such unpaid amount and any interest under this clause 6.5 shall be recoverable as a debt.

6.6 Contractor's right of suspension

- 6.6.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 6.4 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer of his intention to suspend the performance of the Pre-Construction Services and the grounds for such suspension, the Contractor, without affecting his other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full. Where payment is made in full the Contractor shall notify the Employer of the resumption of those services.
- 6.6.2 Where the Contractor exercises his right of suspension under clause 6.6.1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of exercising the right.
- 6.6.3 Applications in respect of any such costs and expenses shall be made to the Employer's Agent and the Contractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question.

Section 7 Insurance

7.1 Professional Indemnity and Public Liability insurance

Where stated as required in the Particulars, the Contractor shall during the Pre-Construction Period maintain with reputable insurers that have a place of business in the United Kingdom:

- 7.1.1 Professional Indemnity insurance with limits of indemnity of the types and in amounts not less than those stated in the Particulars; and
- 7.1.2 Public Liability insurance in respect of death and personal injury and injury or damage to property in a sum not less than the amount stated in the Particulars for any one occurrence or series of occurrences arising out of one event,

provided in the case of any renewal of Professional Indemnity insurance that it remains available at commercially reasonable rates.

7.2 Evidence of insurance

When reasonably requested by the Employer, the Contractor shall send to the Employer appropriate documentary evidence that such insurances have been effected and/or are being maintained.

7.3 Non-availability of Professional Indemnity insurance

If Professional Indemnity insurance is required but as at renewal has ceased to be available at commercially reasonable rates, the Contractor shall promptly notify the Employer in order that they may discuss the means of best protecting their respective positions.

Section 8 Use of Contractor's Information, Confidentiality etc.

8.1 Use of the Contractor's Information

- 8.1.1 Unless otherwise agreed in writing in relation to any specific items, all rights including (without limitation) copyright in the Contractor's Information shall remain vested in the Contractor.
- 8.1.2 Subject to all monies due and payable under this Agreement to the Contractor having been paid, the Contractor grants to the Employer an irrevocable royalty-free licence to copy and use the Contractor's Information and to reproduce that information for the execution and completion of the Project and the subsequent maintenance, letting, occupation, management, sale, advertisement, alteration, refurbishment, reinstatement and repair of it.
- 8.1.3 The licence referred to in clause 8.1.2:
- 8.1.3.1 shall enable the Employer to copy and use the Contractor's Information for an extension of the Project, but not to reproduce any designs comprised in that information for any such extension;
 - 8.1.3.2 includes the right to grant sub-licences; and
 - 8.1.3.3 shall continue in force notwithstanding the expiry or termination of the Contractor's employment under this Agreement.
- 8.1.4 The Contractor's liability for the consequences of any use of the Contractor's Information by the Employer or any other person shall be subject to clause 2.8 and he shall not in any event be liable for any use for any purpose other than that for which that information was prepared.

8.2 Confidentiality and publicity

The Contractor shall during the continuance of the Project keep confidential and use or disclose only as necessary for the purposes of the Project any information supplied to him that relates to the Employer or the Project. That obligation shall not apply to any information that is in or comes into the public domain (other than as a result of the Contractor's breach) or prevent any disclosure required by law. The Employer's consent shall be required to any publication relating to the Project, but shall not be unreasonably withheld.

8.3 Transparency

Where the Employer is a Local or Public Authority or other body to whom the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Agreement is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Agreement:

- 8.3.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
- 8.3.2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Agreement.

Section 9 Assignment and Novation

9.1 Restrictions on assignment

Neither the Employer nor the Contractor shall without the written consent of the other assign this Agreement or any rights thereunder.

9.2 Novation

It is nevertheless agreed that:

9.2.1 where the Main Contract is a JCT Design and Build Contract or Major Project Construction Contract 2016 and this clause 9.2 applies in respect of the consultancy agreement or appointment for the Project of any member of the Consultant Team identified by name in the Particulars; or

9.2.2 (in the case of any form of Main Contract) where this clause 9.2 applies in respect of a contract or order placed with any specialist or supplier identified by name in the Particulars, or one with whom it is otherwise agreed in writing by the Parties that a contract or order should be placed in advance of the Main Contract, and where the material terms of the contract or order and its intended novation under this clause 9.2 have been agreed by the Parties,

the Contractor, on or after execution and delivery of the Main Contract, shall promptly on notice from the Employer given in accordance with clause 1.4.2 enter into a novation agreement with such consultant, specialist or supplier substantially in the form (or appropriate form) of Novation Agreement specified in the Particulars or otherwise agreed.^[6]

[6] As to forms of Novation Agreement, see the Guidance Notes.

Section 10 Suspension by the Employer, Termination, Adjudication and the PC Regulations

10.1 Suspension by the Employer

The Employer may at any time on not less than 14 days' notice to the Contractor given in accordance with clause 1.4.2 require him to suspend performance of the whole or any part of the Pre-Construction Services. Following the issue of a notice under this clause 10.1, the Employer shall pay the Contractor in accordance with section 6:

- 10.1.1 any accrued instalments of the Fee and of any Additional Payment then unpaid;
- 10.1.2 a fair proportion of the next instalment in each case, having regard to the services performed (or to be performed to the effective date of suspension) since the last instalment fell due;
- 10.1.3 all Reimbursable Expenses accrued; and
- 10.1.4 any demobilisation costs properly and necessarily incurred by the Contractor in complying with the notice,

together with any VAT properly payable.

10.2 Remobilisation

The Employer may at any time within 6 months (or such other period as is specified in the Particulars) following the notice under clause 10.1 instruct the Contractor to recommence the performance of the suspended services. The Contractor shall comply with any such instruction as soon as reasonably practicable and the Employer shall pay the Contractor any remobilisation costs properly and necessarily incurred by him as a result.

10.3 Notification of costs

The Contractor shall:

- 10.3.1 promptly notify the Employer of the amount of any demobilisation and remobilisation costs which he intends to claim;
- 10.3.2 provide the Employer with such supporting documents as he may reasonably require to verify the amount claimed; and
- 10.3.3 use all reasonable endeavours to minimise those costs.

10.4 Extended suspension – termination by the Contractor

In the case of a suspension by the Employer of all or a substantial proportion of the Pre-Construction Services for any reason, where the Employer has not within the period referred to in clause 10.2 instructed the Contractor to recommence the performance of all or substantially all those services that remain to be performed, the Contractor, after giving to the Employer not less than 14 days' prior notice of his intention to do so, may give notice to the Employer terminating the Contractor's employment under this Agreement. Each notice under this clause 10.4 shall be given in accordance with clause 1.4.2 and, if notice of termination is given, clause 10.6 shall apply.

10.5 Termination at will or for default/insolvency or under regulation 73(1) of the PC Regulations

- 10.5.1 The Employer may at any time give the Contractor not less than 14 days' notice terminating his employment.
- 10.5.2 If either Party is insolvent, the other may give notice to that Party terminating the Contractor's employment with immediate effect.
- 10.5.3 If either Party ('the defaulting Party') commits a material breach of his obligations, the other Party may give notice to the defaulting Party specifying the breach and requiring its remedy. If the defaulting Party fails to comply with the notice within 7 days, the other Party

may give notice to the defaulting Party terminating the Contractor's employment with immediate effect.

10.5.4 Where this Agreement is one to which regulation 73(1) of the PC Regulations applies and the circumstances set out in regulation 73(1)(a), 73(1)(b) or 73(1)(c) of those regulations apply, the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment.

10.5.5 Each notice referred to in this clause 10.5 shall be given in accordance with clause 1.4.2.

10.6 Consequences of termination

10.6.1 Following the issue of a notice of termination under clause 10.4 or 10.5:

10.6.1.1 the Parties shall consult and take all reasonable steps to bring the Pre-Construction Services to an orderly close; and

10.6.1.2 the Contractor shall within 14 days deliver to the Employer copies of the Contractor's Information (including any material prepared prior to the date of termination and not previously delivered to the Employer), provided that in the case of termination under clause 10.4 or by the Employer under clause 10.5.4 (regulation 73(1)(a) or 73(1)(c)) or where the Contractor terminates under clause 10.5, the Contractor shall be obliged to do so only against the Employer's payment of any amount due under clause 10.6.2.

10.6.2 The amount due on termination from the Employer to the Contractor or (if a negative amount) from the Contractor to the Employer shall be the aggregate of:

10.6.2.1 an appropriate proportion of the Fee, determined in accordance with Annex A, and of any Additional Payments;

10.6.2.2 any Reimbursable Expenses; and

10.6.2.3 (where the termination is not due to the Contractor's insolvency or material breach or under clause 10.5.4 (regulation 73(1)(b))) any demobilisation and other costs reasonably and properly incurred by the Contractor as a result of the termination,

less amounts previously paid to the Contractor and less (where the termination is due to the Contractor's insolvency or material breach or under clause 10.5.4 (regulation 73(1)(b))) any additional costs reasonably and properly incurred by the Employer in procuring the completion of the Pre-Construction Services by others, but together in each case with any VAT properly payable.

10.6.3 The final date for payment of the amount properly due on termination shall be 28 days from the date of submission of the Contractor's invoice or (where an amount is due to the Employer) the Employer's statement.

10.6.4 Except as set out in clause 10.6.2, neither Party shall be liable to the other for any loss of profit, loss of contracts, or any other losses, costs or expenses that arise out of the termination.

10.6.5 Termination of the Contractor's employment shall not affect the accrued rights or remedies of either Party.

10.7 Adjudication

If a dispute or difference arises under this Agreement which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Particulars.

10.8 The Public Contracts Regulations 2015

Where the Employer is a Local or Public Authority and this Agreement is subject to the PC Regulations^[7]:

[7] An explanatory summary of those provisions in the PC Regulations that are reflected in this Agreement is contained in the Guidance Notes.

- 10.8.1 where regulation 113 of the PC Regulations applies to this Agreement, the Contractor shall include in any sub-contract entered into by him suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 10.8.2 the Contractor shall include in any sub-contract entered into by him provisions requiring the sub-contractor:
 - 10.8.2.1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
 - 10.8.2.2 to include in any sub-subcontract he in turn enters into provisions to the same effect as required under clause 10.8.2.1;
- 10.8.3
 - 10.8.3.1 the Contractor shall include in any sub-contract entered into by him provisions that shall entitle him to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
 - 10.8.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

The Particulars

Note: An asterisk * indicates where selection has been or should have been made.

Documents and Listings

The following terms used in the Agreement refer to (or are defined by) the following documents and listings (as altered and updated from time to time in accordance with this Agreement). *(Where the relevant document(s) or listing(s) form an Annex to this Agreement insert a reference to that Annex; in other cases, give the document title, reference number and date or other identifier (or, where convenient and practicable, insert details here).)*

First Recital

Project
(detailed description)

Recommendations listed in the Facade Survey Assessment Report
(Incl. EWS1 Determination) prepared by Ark Sustainability dated 21/12/2020

Main Contract
(type, conditions, amendments and other details of the proposed contract)

JCT 2016 Design and Build Contract with amendments and collateral warranty to suit the requirements of the Building Safety Fund as administered by the Greater London Authority

Fifth Recital

Contractor's initial proposals

PCSA offer prepared by Fleetwood Aluminium dated 19/01/2022

Sixth Recital

Second Stage Tender Requirements
(Identify the Instructions to Tenderers and/or other relevant document(s).)

Contractor to set out design proposals, programme and costs of all works and associated tasks to achieve an A1, A2 or B1 EWS certificate

1.1

BIM Protocol
(Not applicable unless it is stated to apply, with the title, edition, date or other identifiers of the relevant documents stated, and the identified protocol is included in the Employer's Requirements.)

* does not apply

2.1

Cost Plan

To be provided as part of the PCSA

Employer's Requirements

	To be provided as part of the PCSA	
Programme	To be provided as part of the PCSA	
Project Team		
	[Name]	[Function]
	HartDixon LLP	Project Manager and Employers Agent
	TBC	Fire Engineer
	TBC	Approved Inspector
	TBC	Clerk of Works
	TBC	Independent Design Reviewer
Third Party Agreements	Not applicable	

2.1.2

Contractor's Key Personnel

	[Name]	[Function]
		Pre-Construction Director
Contractor's Representative (as at the date of this Agreement)		

Insurances

7.1.1

Professional Indemnity insurance – level of cover
(If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)

- Amount of indemnity required
* relates to claims or series of claims arising out of one event

(If no amount is stated, insurance under clause 7.1.1 shall not be required.)

and is

£5M

Professional Indemnity insurance – cover for pollution and contamination claims
(If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)

- * is not required

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[10]

(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)

- * The Royal Institution of Chartered Surveyors

[10] Delete all but one of the nominating bodies asterisked.

Attestation

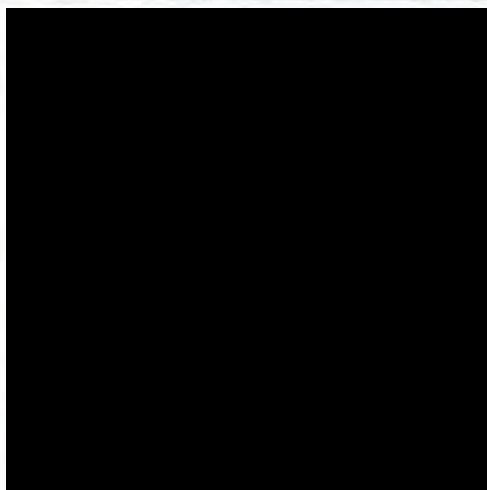
Execution under hand^[11]

As witness

the hands of the Parties
or their duly authorised representatives

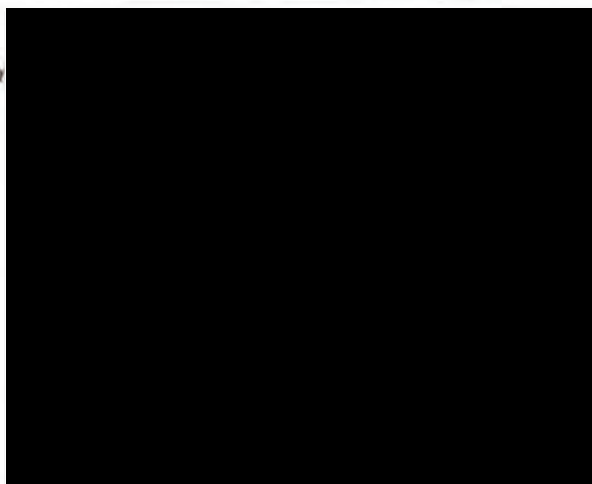
Signed by or on behalf of
the Employer

in the presence of:



Signed by or on behalf of
the Contractor

in the presence of:



[11] This Agreement for the reasons given in the Guidance Notes only provides for execution under hand.

Annex A Fee, Rates, Additional Payments and Reimbursable Expenses

*Note: An asterisk * indicates where selection has been or should have been made.*

1 The Fee

* The Fee is the fixed sum of £78,926.25

2 Payment of Fee etc.

The Fee shall become due and payable in accordance with section 6 at the following dates or stages/milestones and in the following amounts or percentages^[12]:

<i>[Application date or stage/milestone at which due]</i>	<i>[Percentage of Fee or amount]</i>
1 month after commencement, and each subsequent month	To be assessed according to progress demonstrated

3 Contractor's Project Staff – Applicable rates

The *weekly all-in rate for any necessary extension of Pre-Construction Services work (and for the purposes of any apportionment under clause 10.6.2.1) is

£0 based on the Contractor's Project Staff of

<i>[No.]</i>	<i>[Person(s)/Grade]</i>	<i>[Rate per hour/day]</i>
<input type="text"/>	<input type="text"/>	£ <input type="text"/> per <input type="text"/>

4 Additional Services

The rates specified above shall apply (so far as properly applicable) for the purposes of any Additional Services instructed (or events or causes within clause 5.2).

5 Reimbursable Expenses

Subject to their being properly and necessarily incurred for the purposes of the Project, the following expenses/disbursements of the Contractor shall be reimbursable by the Employer up to any maximum amount or rate specified below or as otherwise agreed in writing from time to time:

<i>[Type]</i>	<i>[Maximum amount/rate]</i>
Not applicable	Not applicable

Save as otherwise agreed in writing, all other expenses and disbursements shall be deemed to be included in the Fee.

6 Supporting documents

Each application that includes any of the following types of charge or expenditure should be accompanied by the following documents:

<i>[Charge/Expenditure]</i>	<i>[Documentation]</i>
-----------------------------	------------------------

[12] If the dates or stages/milestones are not specified sufficiently clearly, the Scheme for Construction Contracts (under the Housing Grants, Construction and Regeneration Act 1996) will apply.

	<div></div>	<div></div>
7	VAT	

All amounts and rates shown above are exclusive of VAT.

Annex B Pre-Construction Services^[13]

Document(s) listing the Pre-Construction Services:

Brief for Delivery of PCSA (Pre-Construction Services Agreement) role for:
Cladding Remediation Works at the Spectrum Building, 22 Freshwater Road, RM8 1EH prepared by
HartDixon dated 13 January 2022

[13] Each Project has its own individual requirements, which generally require to be specified in considerable detail, and the listings are therefore a matter for the Parties and the Consultant Team. The five headings given above indicate merely a convenient (and commonly used) division of those requirements into the principal categories that may form a useful framework for the detailed requirements.

Guidance Notes

Introduction

- 1 This Agreement, the General Contractor (PCSA) version of the JCT Pre-Construction Services Agreement, is designed to cover the interim appointment of a contractor and the provision by him of pre-construction services where procurement is based on a two-stage tender process.
- 2 The appointment follows first stage tenders and covers the period leading up to the Contractor's submission of a definitive, second stage tender and entry into the Main Contract for the construction phase.
- 3 This Agreement envisages first stage tenders being made on the basis of designs by the Consultant Team that are only partially developed and that, during his appointment for the pre-construction period, the selected Contractor will assist with final development of the design and of specialist tender documents and with the arrangements necessary to obtain sub-contract tenders for the Contractor's second stage bid. The latter bid is to be made in accordance with costing parameters that are generally established by the initial tender documents.
- 4 The Contractor's involvement and advice during the pre-construction period, as to (inter alia) programme, cost plans, buildability and specialist procurement as well as the final design and preparations for the construction phase, is generally valuable and often essential, particularly in Design and Build procurement. It is in the pre-construction period, not during the construction phase, that the Employer, assisted by the Contractor and relevant specialists, is able to derive the greatest benefits from value engineering exercises.
- 5 Reflecting the advisory position of the Contractor during the pre-construction period, the Agreement is drafted on a basis similar to that of construction consultancy agreements.
- 6 This Agreement is designed for use between the Employer and the prospective Contractor in cases where it is necessary for a main contractor to establish and maintain a substantial team of his own to work with the Consultant Team during the pre-construction period. It is intended for use in connection with the JCT Standard Building Contract, Design and Build Contract, Major Project Construction Contract and the two versions (IC and ICD) of the Intermediate Building Contract 2016. Subject to minor adaptation, it can also be used with Trade Contractors under JCT Construction Management documentation, since each of those contractors contracts directly with the Employer.
- 7 Subject to the Trade Contractor exception, however, it is not intended for use between the Employer (or main contractor) and specialist sub-contractors; pre-construction arrangements with specialists (by either the Employer or the Contractor) are catered for by the other version of the agreement, namely the JCT Pre-Construction Services Agreement (Specialist) (PCSA/SP). These agreements are by their nature intended to be simple and the insertion here of even a modest selection of the necessary alternatives for arrangements with specialists would result in too lengthy and complex a document.
- 8 The payment provisions in this Agreement comply with the requirements of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 ('the Construction Act').

Specific Provisions

Recitals

- 9 The First Recital requires the insertion of a brief description of the Project, with the detailed descriptive document(s) identified in the Particulars. The detailed description is important because it defines the scope of instructions that can be given to the Contractor as to matters that are (or should be) within his competence.
- 10 The Second Recital identifies the Employer's Agent, who it is envisaged will have full authority to act on the Employer's behalf in the Pre-Construction Period. Any notice to the Employer that the Contractor sends to the Employer's Agent is duly given if sent by the appropriate means, but under clause 4.1 the Employer may in other respects limit the agent's authority by written notice to the

Contractor,

- 11 For the Construction Phase of projects where the Architect/Contract Administrator acts as certifier, e.g. those under Standard Building Contract or Intermediate Building Contract 2016, the JCT discourages appointment of the Architect/Contract Administrator as Employer's Agent. During the Pre-Construction Period, however, where payment is on an application basis and there is no independent certifier role, there is no necessary conflict in the Architect or other Lead Consultant acting also as Employer's Agent. It may often assist co-ordination if he does so.
- 12 The Third and Fourth Recitals relate to the CDM Regulations. The Fifth Recital refers to the Contractor's first stage tender or initial proposal document(s) intended to form the basis of the Contractor's Second Stage Tender; the reference to initial proposal document(s) is intended to include any existing Framework or similar agreement that in effect serves as a tender for these purposes. The Fifth Recital also refers to Annex A (the Fee) and Annex B (the Pre-Construction Services), which the parties must complete; the Sixth Recital sets out a provisional timetable for the end of the Pre-Construction Period and commencement of the Construction Phase.

Section 1 – Definitions and Interpretation

- 13 In keeping with the aim of brevity, section 1 defines only those terms not defined earlier in the Agreement. Several of the defined terms are common to the JCT range as a whole, including in this edition new terms relating to BIM and the CDM Regulations. In relation to BIM, there is a new entry in the Particulars against clause 1.1. If a BIM Protocol is to apply this must be stated and the identified protocol included in the Employer's Requirements.
- 14 Those terms that are not already familiar are mostly self-explanatory. Of those that are less familiar, the term Additional Payment relates to payment for Additional Services (or for any other events or causes within clause 5.2) that is not effected by means of an adjustment of the Fee (where, for example, a one-off payment is more appropriate than payment phased over the remainder of the Pre-Construction Period). The listing of 'Contractor's Project Staff' in Annex A is intended to assist in distinguishing between, on the one hand, those instructions from the Employer which he can reasonably expect to be dealt with in the ordinary course by the Contractor's existing Project Staff within the agreed Fee and, on the other, those instructions that can properly be said to be for additional work not covered by the original Fee.
- 15 The Interpretation provisions of PCSA 2016 contain two straightforward changes, both of which relate to BIM, i.e.:
- first, clause 1.2.1 deals with precedence of documents, and in this regard any BIM Protocol stated to apply is one of the documents identified in the Particulars but some model protocols claim in the case of conflict to override the Agreement and other contract documents; JCT considers that its contracts give sufficient latitude to BIM Protocols so that a conflict should not arise; in any event, it also considers that unqualified overriding provisions of this type are not appropriate in such protocols;
 - secondly, with a view to avoiding any 'form over substance' argument, clause 1.2.2.6 reflects the fact that, under BIM, designs and information supplied to or by the Contractor may not take the same name or form as their hardcopy equivalent, albeit they clearly serve the same function.

Section 2 – Contractor's General Obligations (and Annex B)

Pre-Construction Services

- 16 The principal obligation of the Contractor is to provide the Pre-Construction Services, as listed by the Parties in Annex B which, for the purposes of that listing, contains an indicative division into five sections (Programme preparation, Construction advice, Cost advice, Procurement and specialist design development services, and Establishment of management and communication systems).
- 17 It is not reasonably practicable in this Agreement to give standard detailed listings of the services that the Contractor is expected to supply, first because they will vary according to the nature of the project and, secondly, because the Contractor's role and relationship with the other members of the Project Team will differ materially as between Design and Build projects on the one hand (under the Design and Build Contract or Major Project Construction Contract 2016) and those procured under the direction of a Contract Administrator (i.e. under the Standard Building Contract or either version of the Intermediate Building Contract 2016) on the other. A substantial proportion of Employers already have listings appropriate for Annex B and such listings should also be readily available from the Consultant Team.
- 18 The JCT envisages that construction advice will include development of the Construction Phase Plan

in a manner that incorporates best industry safety practices and that both CDM and other Health and Safety matters will be dealt with thoroughly in tender documentation for specialist sub-contractors.

Performance of Services

- 19 The provisions of clauses 2.1 to 2.6, governing performance of the Pre-Construction Services, are all substantially in standard JCT terms, as to compliance with the Employer's Requirements and applicable legislation (clause 2.1), level of skill and care (clause 2.1.1), compliance with instructions (clause 2.2), the supply of information (clause 2.3, which also includes an express duty of co-operation), deleterious materials (clause 2.4), Fire Code (clause 2.5) and the requirement for consent to sub-contracting (clause 2.6).
- 20 Clauses 2.1 and 2.3 make reference to compliance with other documents which may or may not be included within the Employer's Requirements, namely the Cost Plan (which will no doubt alter and develop during the Pre-Construction Period) and Third Party Agreements, a term which covers agreements relating to the site and its use and agreements relating to the requirements of prospective purchasers and tenants. It is envisaged that the listing of those agreements will be fixed at the outset; any further agreements affecting performance of the Pre-Construction Services that the Employer enters into during the Pre-Construction Period may of course be dealt with under section 5.
- 21 Under clause 2.1.2, unless otherwise agreed, the Contractor is required to ensure that his Key Personnel fulfil the roles that have been agreed and are readily accessible to the Employer and Consultant Team. Clause 2.1.3 provides for involvement of the Contractor's supply chain.
- 22 Clause 2.2 provides for compliance with instructions, but at clause 2.2.2 also provides for immediate consultation if the Contractor has objections to an instruction on grounds of a material and adverse effect on the Project, as distinct from matters relating principally to time or money, which are dealt with in section 5.
- 23 Clause 2.7 makes provision for the Contractor's Second Stage Tender, as envisaged by the Sixth Recital, though clause 2.7.2 makes it clear that the Employer is not bound to accept that tender. Clause 2.8 conversely provides that, personal injury apart and unless otherwise stated in Annex B, the Contractor has no liability to the Employer in respect of any design work under the Pre-Construction Services Agreement unless and until the Parties enter into the Main Contract, when any such work is placed on the same footing as design work under the Main Contract. If Annex B expressly provides for design liability independently of the Main Contract, the Contractor should check that the required level of skill and care and extent of liability are reasonable.

Section 3 – Employer's General Obligations etc.

- 24 Apart from the obligation to maintain an Employer's Agent (clause 4.1) and payment obligations, which are dealt with in sections 5 and 6, the Employer's obligations are limited to complying with applicable CDM Regulations and supplying the necessary information in his control (clause 3.1), making decisions promptly on request (clause 3.2) and exercising his powers to ensure that members of the Project Team do not prevent due and timely performance of the Pre-Construction Services (clause 3.3).

Section 4 – Representatives and Contractor's Key Personnel

- 25 Under clause 4.1 the Employer is required to maintain an Employer's Agent during the Pre-Construction Period. The Contractor for his part is under an obligation to have a Contractor's Representative and not to make any voluntary changes in that appointment or in Key Personnel without the Employer's consent (clause 4.2), but the Employer has a right under clause 4.3 to require their removal for unsatisfactory performance. Where replacement is necessary, the Employer's prior approval of the proposed appointee is required.

Section 5 – Additional Services, Fee Adjustment

- 26 Under clause 5.1, the Employer can instruct alterations and additions to the Pre-Construction Services that are within the Project's scope and the Contractor's competence.
- 27 If the altered or additional services cannot reasonably be expected to be carried out by the Contractor's agreed levels of Project Staff in the ordinary course during the Pre-Construction Period or if there is material alteration, delay, prolongation or disruption to the Contractor as a result of a Project-related event or cause beyond his control, he is entitled to additional payment for it (clause 5.2) provided he notifies the Employer in accordance with clause 5.3. Any additional time requirements should be notified as well as costs; both are fairly to be assessed under clause 5.5.

Section 6 – Payment (and Annex A)

- 28 The provisions of section 6 follow the standard JCT payment provisions closely, with clause 6.1 providing for payment of the Fee and Reimbursable Expenses (each to be specified in, or calculated in accordance with, Annex A) together with any Additional Payments in accordance with section 5 and the VAT properly chargeable.
- 29 Clause 6.2 provides for applications by the Contractor at specified dates or stages, with such documentary evidence as is either specified in Annex A or reasonably required by the Employer. The final date for payment (clause 6.3) has been reduced in line with other JCT 2016 contracts and is now 14 days from the respective due date. Those provisions are then followed by standard provisions as to payment and pay less notices (clause 6.4), interest on unpaid amounts (clause 6.5) and the Contractor's right of suspension (clause 6.6). It will be noted that in default of notice by the Employer in accordance with clause 6.4.1 or 6.4.3, the Contractor is statutorily entitled to payment of the amount he has applied for. In clause 6.6, the Contractor's right of suspension for non-payment reflects the statutory right for him to recover his reasonable costs and expenses arising from such suspension.
- 30 Paragraph 1 of Annex A requires the insertion there of the amount (or basic amount) of the Fee and/or the method of calculation (if or to the extent that it is not a fixed sum), together with details of any other terms that affect that amount or calculation. The dates/stages/milestones for payment should then be set out in paragraph 2. It is important that these terms should be set out clearly. Paragraph 3 of the Annex specifies the Contractor's Project Staff requirement (which may of course vary over the period) and enables the Parties to specify hourly, daily or weekly rates for valuing additional work, subject to any further terms that the Parties specify in paragraph 4.
- 31 As respects paragraph 5, it is desirable that the categories of Reimbursable Expenses be listed and that an appropriate limit be put on the overall amount and/or the rate at which such items are reimbursable.
- 32 Paragraph 6 is not exhaustive, since the Employer has a residual right to call for reasonable evidence of time charges and other payments and disbursements by the Contractor, but it is also desirable that there should be agreement in advance on the documentation generally required to support the Contractor's payment applications in this regard.
- 33 As indicated in paragraph 7, all amounts and rates shown in the Annex are exclusive of VAT.

Section 7 – Insurance

- 34 If so stated in the Particulars, the Contractor is required to maintain Professional Indemnity ('PI') and Public Liability insurances in the amounts specified in the Particulars and on request to produce appropriate evidence of such insurances. The obligation to maintain PI insurance is subject to the usual proviso as to continuing availability at commercially reasonable rates, but is not related solely to design work. In the JCT's view PI cover is desirable where (as here) the Contractor is providing professional or similar advisory services.
- 35 In relation to PI cover, it will be noted that, while the Particulars continue to provide a separate optional limit for pollution and contamination claims, there is no longer provision for asbestos or toxic mould cover as cover for those items is very limited and not readily available to Contractors in their own right. If pollution or contamination cover is required and is only available to the Contractor on a limited exposure basis (e.g. sudden and unforeseen events), this should be disclosed pre-contract to the Employer and recorded in the Particulars.
- 36 This Agreement is not intended to cover preliminary asbestos removal work, which can only be undertaken by licensed specialists: they should have access to the insurance schemes specifically set up for their industry and, while their insurance needs to be checked, it is in any event recommended that any such work should be dealt with by a separate agreement.

Section 8 – Use of Contractor's Information, Confidentiality etc.

- 37 The section comprises the standard JCT licence for the Employer to use the Contractor's design work (clause 8.1) and an undertaking by the Contractor to keep confidential information that relates to the Employer or the Project (clause 8.2). Employer's consent to related publications is not to be unreasonably withheld; this is appropriate in a large majority of cases, but it will be recognised that there are Employers who need to limit or preclude publicity regarding their construction activities. Clause 8.3, if it applies, deals with the authorising of disclosures by public sector employers in accordance with the Freedom of Information Act 2000.

Section 9 – Assignment and Novation

- 38 Clause 9.1 contains the standard JCT restriction on assignment.

39 Where the Main Contract is a JCT Design and Build Contract or Major Project Construction Contract 2016, clause 9.2 provides for the novation, upon entry into the Main Contract, of the agreements/appointments of Consultant Team members identified in the Particulars and, whichever form of Main Contract is used, it provides for novation of contracts or orders with specialists and suppliers who are either identified in the Particulars or in relation to whom it is otherwise agreed by the Parties that there should be a novation under clause 9.2. The clause and Particulars envisage that there may be different forms of novation agreement for consultants on the one hand and for specialists/suppliers on the other.

40 The JCT itself does not at present publish forms of novation agreement.

41 However, novations, though commonplace, are not entirely straightforward. The Contractor will need to review the agreements and appointments to be novated and each party may need advice before agreeing to enter into novations. The Employer needs to ensure that his obligations will be discharged but that he will remain entitled to any necessary warranties in respect of past services; the Contractor will wish to ensure that he has the necessary representations, warranties and/or undertakings as to performance prior to the novation, free of any unreasonable limitations and 'no loss' arguments, and that, save as provided for in the Main Contract price, amounts owing or accrued to the consultant, specialist or supplier are discharged on or before the novation. The consultant or specialist for his part may also be concerned to preserve any 'net contribution' protection that might otherwise disappear on novation.

Section 10 – Suspension by the Employer, Termination, Adjudication and the PC Regulations

42 In this edition, along with other contracts in the JCT 2016 range, provisions have been included to reflect the Public Contracts Regulations 2015 ('the PC Regulations'). These provisions will only apply where the Employer is a Local or Public Authority and the Agreement is subject to those regulations. The new provisions in section 10 include new termination grounds (regulation 73(1)), reflect aspects of the sub-contracting regulation (regulation 71) and refer to the prompt payment regulation (regulation 113). For a more detailed summary of those provisions, please go to www.jctltd.co.uk. (Reference should always be made to the wording of the regulations themselves and if there is any doubt as to the applicability of the PC Regulations generally or any specific provision, appropriate legal advice should be taken.)

43 In keeping with the preliminary nature of the Agreement, the Employer has the right at any time to suspend the Pre-Construction Services or part of them (clause 10.1) or to terminate the Contractor's employment at will (clause 10.5.1), in each case on not less than 14 days' notice.

44 In the case of suspension, the Employer has the right under clause 10.2 to instruct the Contractor to remobilise but, if the period of suspension exceeds the relevant period (6 months or such other period as is specified in the Particulars) and such instruction has not been given, the Contractor, after giving a warning notice, may himself terminate his employment.

45 In common with JCT contracts generally, each Party has the right to terminate that employment in the case of the insolvency or unremedied default of the other (clauses 10.5.2 and 10.5.3). In the case of default a warning notice is required.

46 In the case of suspension by the Employer, there is provision for payment up to the date of suspension, plus reasonable demobilisation costs (clauses 10.1.1 to 10.1.4), with clause 10.2 making provision for remobilisation costs and for the notification of costs either way.

47 In the case of termination, clause 10.6.1 makes provision for consultation and delivery of documents and clause 10.6.2 for the financial consequences of termination. The latter are essentially limited to costs and expenses incurred by the Contractor, less, in the case of termination for the Contractor's insolvency or default, the additional cost to the Employer in procuring completion of the Pre-Construction Services. No other loss or damage, e.g. loss of profits, is payable as a result of termination (clause 10.6.4).

48 Suspension, warning and termination notices each require to be given by the means set out in clause 1.4.2. In relation to disputes and in line with JCT contracts generally, clause 10.7 incorporates into the Agreement the Adjudication provisions of the Scheme for Construction Contracts.

Attestation – Execution under hand

49 The Pre-Construction Services Agreement is a relatively simple short-term agreement and therefore the form provides for execution under hand only and not for execution as a deed.

50 The rationale for execution as a deed would be the longer limitation period of 12 years, as opposed to the 6 year period for agreements executed under hand, desirable where there is a possibility of latent

defects in construction work or design remaining undetected for a substantial period. Here it is anticipated that the Contractor will not be undertaking any material construction work and that, in most cases, the Pre-Construction Services performed by the Contractor will generally be of the types indicated in Annex B, i.e. will not include a substantial element of design work. Design work performed during the period will normally fall to the Consultant Team and/or specialist contractors who at that stage are generally employed separately by the Employer.

- 51 Any prefabrication, advance ordering or detailed design agreement is best dealt with by a separate agreement or order.



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SWEET & MAXWELL



THOMSON REUTERS

Date 02 August 2022

Ref: 20644 pcsa brief

Brief for Delivery of PCSA (Pre-Construction Services Agreement) role for: Cladding Remediation Works at the Spectrum Building, 22 Freshwater Road, RM8 1EH



Introduction

An EWS1 and Façade Survey Assessment Report was carried out on the above building in December 2020. This indicated that there are some high and medium risk issues that need to be remediated. HartDixon have been appointed as project managers to lead the remediation process.

The building in question is known as the Spectrum Building, 22 Freshwater Road, RM8 1EH as pictured above. The building was originally an office block and was converted to residential, including a two storey extension to create floors 5 and 6, around 2013. It is understood that the building freehold was purchased by the present owner in 2019. The report identifies four areas of concern and recommends remediation in the medium term:

- The high pressure laminate on timber frame cladding system that has been used for the extension of the building to create floors 5 and 6.
- The “spandrel” window infill panels to floors G-4
- High pressure laminate privacy screens between balconies
- Timber decking to balconies

The report provides some caveated options to the replacement of the cladding to floors 5 and 6, but these do not appear to be feasible so this strategy assumes that they will need to be replaced.

It has been determined that the above project will benefit from the appointment of a suitable Specialist Contracting Company to deliver the requirements listed below within a PCSA. The PCSA provider shall employ all required professionals and designers to provide the deliverables listed below with the exception of the following who will be engaged directly by the Client:

- Project manager, CDM Principle Designer and Employers Agent (HartDixon)
- Independent Quantity Surveyor to provide value for money (VfM) report required for the BSF application if

the costs are negotiated, together with ongoing cost control.

- Fire Engineer to check proposals and issue EWS 1 determination on completion.
- Building Control Approved Inspector.

The contractor appointed to provide PCSA services is not guaranteed the contract to carry out the remedial cladding works, and all information delivered in relation to the PCSA shall become the property of the Client.

Specific PCSA Deliverables

- Review of EWS1 and Façade Survey Assessment Report dated December 2020 and any as built information available
- Selection of replacement materials from those available that meet the requirements of the building regulations and MHCLG advice note on cladding.
- Further intrusive site investigations required to confirm existing fabric and design details
- Consideration of thermal properties of the alternative materials and if additional measures are required to maintain the overall insulation value.
- Evidence to support appeal for funding of items that are currently non-eligible.
- Effect on appearance of the building resulting from the replacement materials and consideration of the need for planning consent. Note that it is a requirement of the BSF that consent is obtained or confirmation from the planning authority that an application is not required.
- Design for the cladding remediation to RIBA stage 3
- Design required for the incorporation of replacement materials into the overall fabric such as junctions and service penetrations.
- Confirmation that the new design system is compliant with the requirements of the Building Regulations and MHCLG advice note so that a EWS 1 Determination of A can be issued on completion of the work.
- Means of access to the areas requiring remediation and temporary protection to the building while works are carried out.
- Detailed cost breakdown for review by the Quantity Surveyor, together with costs in format required for the Building Safety Fund Stage 2 application.
- Detailed programme for remedial works, including any remaining design, other pre-construction activities and procurement periods

Other PCSA Requirements

- Review in conjunction with the Professional Team the objectives and requirements of the Employer and develop them in a manner approved by the Employer.
- Use best efforts to achieve economies in time, cost and design and suggest any design changes which could be made to reduce the incidence of conflict or duplication between trades.
- Identify areas of potential cost savings and recommend appropriate action by the Professional Team. Participate in value engineering costing studies with the Professional Team and/or Specialist Contractors.
- Provide buildability advice. Review and advise on the practical implications of the proposed drawings and specifications and formulate and agree construction methods with the Professional Team and any Specialist Contractors and advise on safety requirements and good industry practice.
- Advise the Employer's Agent, Architect and Cost Consultant on procurement and programme by reference to the Programme, including preparing and agreeing with the Employer's Agent, Architect and Cost Consultant a procurement and construction programme.
- Investigate and advise upon programming and construction methodology and sequencing to improve or shorten the Programme and to ensure the earliest or most efficient schedule of handover.
- Provide early warning of any likely overspend as against the relevant estimate in its Cost Plan and, in conjunction with the Professional Team, identify how costs can be brought within budget.
- At all times liaise and co-operate with the Cost Consultant and provide the Cost Consultant with such financial and other information relating to the Project as it may request from time to time.



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Company registration number | OC413529

VAT No. GB 249 7779 36

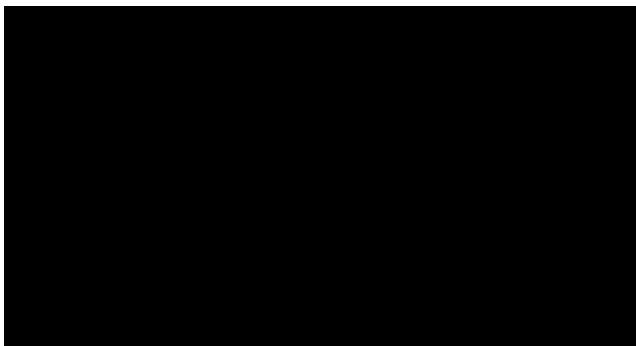
- Plan and prepare a detailed methodology for construction works, especially with regard to sequencing, temporary support, existing services relocation or protections, existing means of escape, protection, maintaining the structural integrity of the existing structures or facilities which adjoin, abut or run through the site and the safety of users and occupiers of the surrounding properties, structures or facilities.
- Prepare a detailed methodology which addresses the measures that the Contractor proposes to undertake to ensure both protection and security of the site and any continuing access for vehicles around and to the site.
- Monitor and advise on materials, component and labour plans of the proposed works.
- Monitor and advise on the availability and price of materials, method of working, labour plans, building systems, feasibility of construction and manufacture of components and installation of construction.
- Prepare material, labour and component flow schedules and identify those which require advance ordering and processing, including a time based procurement schedule and a related trade personnel or operative resources histogram; identify all pre-fabrication items.
- Notify the Employer and the Cost Consultant if any proposed subcontractor or supplier is affiliated directly or indirectly to the Contractor (or its parent or other group companies).
- Liaise with the Principal Designer regarding production of the health and safety file and provide to the Principal Designer all information requested for inclusion in the health and safety file.
- Assist in developing and updating the Construction Phase plan according to the CDM Regulations in conjunction with the Principal Designer and the professional Team.
- Recommend, in conjunction with the Professional Team, appropriate site investigation works to be carried out and monitor their execution and report to the Employer thereon.
- Assist the Employer and the Professional Team in liaising with public authorities, public and fire officers and the like, by providing information to and assisting the professional Team in making and negotiating all applications, approvals, waivers or agreements necessary for the Project.
- Procure measurements of the building to facilitate the works under the Main Contract.
- Work in conjunction with the Approved Building Inspector to develop and implement a strategy to satisfy and discharge Building Regulations.
- Provide expenditure justification alongside Fee submissions relating to any third party design fees.
- Provide the Employer with a schedule of pre-construction Surveys & Due Diligence activities required on site in line with the Pre-Construction programme.

Appended Information

EWS1 and Façade Survey Assessment Report dated December 2020

Draft programme

Prepared on behalf of HartDixon



Project Ref. \\server1\Redirect_MyDocs\wayne\My Documents\01 Projects\C712 Spectrum\Program\FAA-C712-6100-001_R00.pp



Fleetwood Architectural Aluminium

Spectrum_Balcony Decking & Divider Screens _ Floors 1 to 4 Eligibility Report

Prepared by

[REDACTED]

Senior Design Manager

May 2023 rev 01

Fleetwood Architectural Aluminium

Specialist Facade Contractor



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1. Summary

The Spectrum Building located at 22 Freshwater Road, Dagenham, RM8 1EH was originally constructed as an office block and was converted to residential in 2013. The conversion included a two-storey extension to create floors 5 and 6. This report provides an review of the balcony timber decking and high-pressure laminate privacy screens and the substantiation for consequential funding for the replacement of these elements to floors 1 to 4 inclusive across all building elevations.

2. Introduction

The façade cladding across all elevations on floors 5 & 6 is to be replaced and is eligible for funding from the Building Safety Fund. The façade cladding across these floors cannot be replaced without removing the decking and privacy screens. This report reviews the requirement for the following elements to be eligible for consequential funding for floors 1, 2, 3, & 4:-

- **Timber decking to balconies**
- **High pressure laminate privacy screens between balconies**

3. Review

The Spectrum building is a 7 storey residential block in a surrounding built up area in Dagenham. The building occupants are varied including working professionals and families.

The timber decking balconies and high-pressure laminate privacy screens are constructed in the same way for all floors of the building. The materials which make up these elements are combustible.

The timber decking and privacy screens to floors 1, 2, 3 and 4 are constructed from the same combustible materials as with floors 5 and 6. It would be unfair on leaseholders of the lower floors to leave their combustible materials in place.

The Ark Sustainability Assessment states that these elements currently installed across the facades are both combustible and flammable, therefore representing an increased risk of fire spread across the entire building structure. The assessment goes on to state that the fire risk cannot be regarded as "low" due to the potentially combustible and flammable materials across the building's facades.



The fire engineer, BB7, has reviewed the Ark Sustainability Assessment and the PAS9980:2022 Fire risk appraisal of the external wall construction and cladding of existing blocks of flats – Code of Practice. Referring to the N.11 risk factor table (see extract below) BB7 concluded that the stacked timber balconies are considered a risk and provide a mechanism for fire to cascade upwards from balcony to balcony. BB7 also advised that the high pressure laminate privacy screens would increase the risk of vertical fire spread. They would expect a Fire Rise Appraisal External Wall Construction Report (FRAEW) to reach a similar conclusion to the Ark Sustainability report.

The Ark Sustainability assessment also correctly refers to the Building Safety Bill, which is on course to be legislated imminently. This needs to be carefully considered with the recommendation that replacing these elements with non-combustible materials will assist in ensuring that the Spectrum building will be able to demonstrate structural and fire safety against the new legislation and regulations.

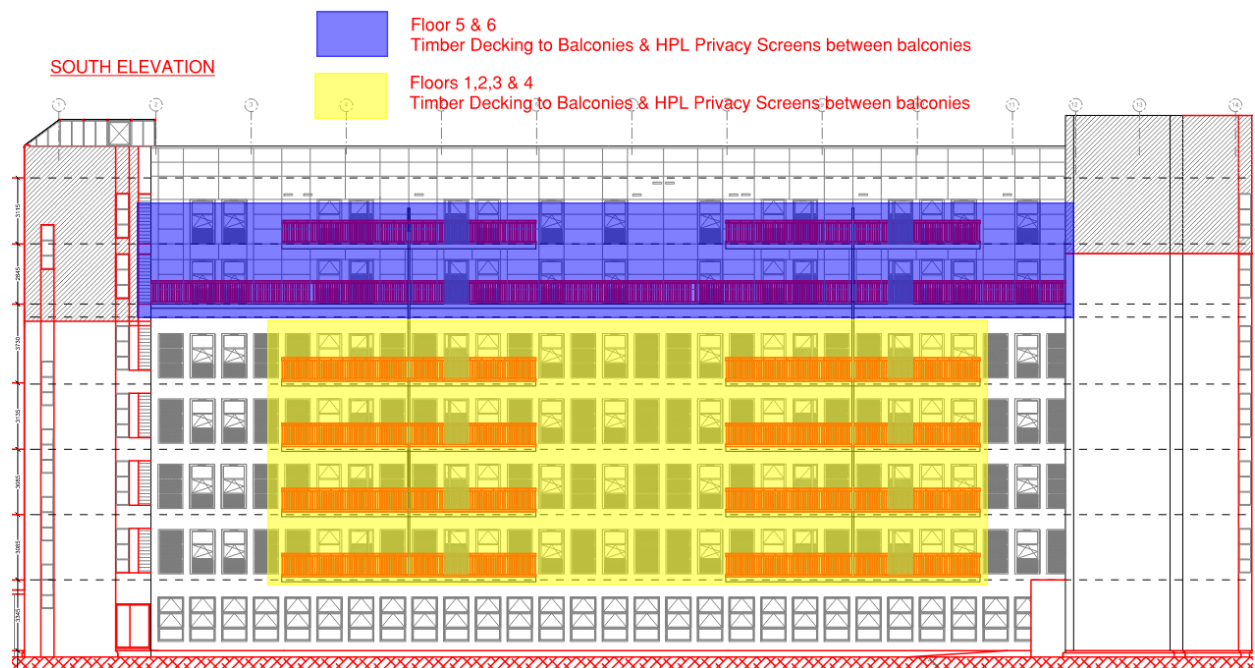
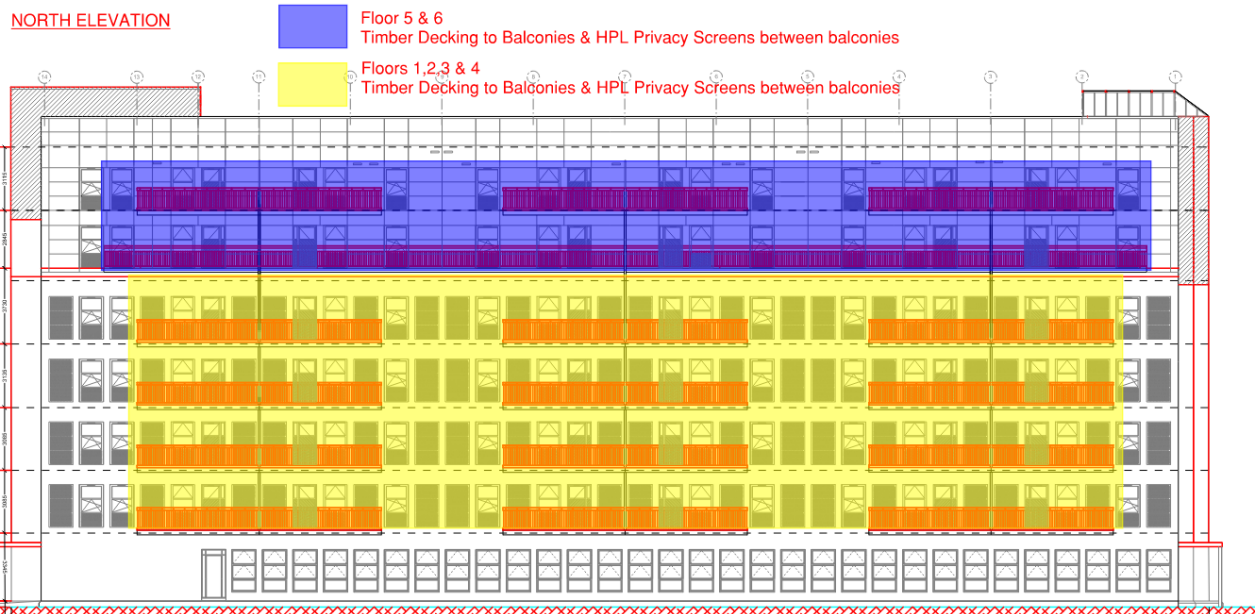
Table N.1 – Façade configuration risk factors continued

Positive	Neutral	Negative
N.11 Attachments		
<p>[Covers:</p> <ul style="list-style-type: none"> • a balcony attached to an external wall; • a device for reducing heat gain within a building deflecting sunlight, which is attached to an external wall (brise soleil); • a solar panel attached to an external wall; • any other attachment which could present a fire risk] <p>NOTE A balcony approach to flats could potentially be considered an attachment if combustible, but other constraints regarding its construction and combustibility apply in the case of new buildings because of its use as an escape route. A combustible balcony used as a communal means of escape has the potential not only to impact on the fire behaviour of the external walls but also to lead to the means of escape being compromised in the event of fire.</p>		
<p>Non-combustible open balconies (Where these extend along a façade, they have the potential both to:</p> <ul style="list-style-type: none"> • interrupt a cavity; and • deflect flames away from the building and away from the façade) 	<p>Timber (or other combustible) balconies of limited extent</p> <p>Timber decking with steel plate or concrete below</p>	<p>Timber balconies of large extent</p> <p>Timber (or other combustible) balconies, with aggravating features (For example:</p> <ul style="list-style-type: none"> • without protection from the underside; and • adjacent to timber or other combustible wall panelling) <p>Combustible features such as brise soleil incorporating combustible material</p> <p>Photovoltaic (PV) installations, especially if incorporating combustible elements</p> <p>NOTE PV installations present an ignition hazard as well as a potential fire load.</p>

Figure 1. Façade configuration risk factor Table N.11/N.1. PAS9980: Code of practice



4. Building Elevations





5. Recommendations

The façade cladding system, timber decking to balconies and high-pressure laminate privacy screens between balconies across the facades on floors 5 and 6 are eligible for funding and will be replaced with non-combustible materials.

Taking a holistic view and considering the information from Ark, BB7 and the PAS9980 Code of Practice and wellbeing, integrity and performance of the Spectrum building the timber decking to the balconies and high-pressure laminate privacy screens between balconies across the facades on floors 1, 2, 3 & 4, as with floors 5 and 6, should be replaced to mitigate risk and facilitate the fire safety and structural safety of the building.

6. Acknowledgments

- **Ark Sustainability**
Façade Survey Assessment Report (incl EWS1 Determination)
- **BB7 Fire Engineer**
Commentary regarding the Ark Sustainability Assessment Report
- **PAS9980:2022**
Fire risk appraisal of the external wall construction and cladding of existing blocks of flats – Code of Practice

LBBD Reference: 23/00663/FULL

[REDACTED]

**TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015 (AS
AMENDED)**

Dear Sir / Madam,

Application Number: 23/00663/FULL
Address: Spectrum Building, 22 Freshwater Road, Dagenham, Barking And Dagenham, RM8 1EH
Development Description: Remedial work to external cladding to the fifth and sixth floors comprising of the removal of existing non-compliant cladding and replacing with compliant cladding, and the removal of all window solid spandrel panels and balcony privacy screens and replacing with compliant solid panels

Thank you for your recent application at the above address on which a decision has now been made. The decision on your application is attached. Please carefully read all of the information contained in these documents.

Please quote your application reference number in any correspondence with the Council.

Yours sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

London Borough of Barking and Dagenham

PLANNING DECISION NOTICE

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015 (AS AMENDED)

Agent:



Applicant:



Spectrum Building, 22 FRESHWATER
ROAD
DAGENHAM

PART 1 - PARTICULARS OF THE APPLICATION

Application Number: 23/00663/FULL
Application Type: Full Planning Permission
Development Description: Remedial work to external cladding to the fifth and sixth floors comprising of the removal of existing non-compliant cladding and replacing with compliant cladding, and the removal of all window solid spandrel panels and balcony privacy screens and replacing with compliant solid panels
Site Address: Spectrum Building, 22 Freshwater Road, Dagenham, Barking And Dagenham, RM8 1EH
Date Received: 02 May 2023
Date Validated: 12 May 2023

PART 2 - PARTICULARS OF THE DECISION

The London Borough of Barking and Dagenham, as Local Planning Authority, in pursuance of its powers under the above mentioned Act, Rules, Orders and Regulations made thereunder, hereby gives notice that PLANNING PERMISSION has been **GRANTED** for the carrying out of the development referred to in PART 1 hereof and as described and shown on the plan(s) and document(s) submitted with the application, subject to the conditions and reasons listed below.

Conditions:

1. TIME LIMIT

The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

2. APPROVED PLANS

The development hereby approved shall only be carried out in accordance with the following approved plans and documents:

- Site Location Plan
- Existing and Proposed Fifth Floor GA Plan - Drawing no. 23004 GAA A1 ZZ DR T 2001 - Dated 17/04/2023
- Existing and Proposed Sixth Floor GA Plan - Drawing no. 23004 GAA A1 ZZ DR T 2002 - Dated 17/04/2023
- Existing and Proposed South and East Elevations - Drawing no. 23004 GAA A1 ZZ DR T 2003 - Dated 18/04/2023
- Existing and Proposed North and West Elevations - Drawing no. 23004 GAA A1 ZZ DR T 2004 - Dated 18/04/2023
- Existing and Proposed Spandrel Conditions and Cladding Systems - Drawing no. 23004-GAA-A1-ZZ-DR-T-2005 - Dated 18/04/2023
- North Elevation GA Plan - Drawing no. 2927.WD.20 - Dated 18/07.2013
- South Elevation GA Plan - Drawing no. 2927.WD.21 - Dated 18/07.2013

No other drawings or documents apply.

Reason: To ensure that the development is undertaken in accordance with the approved drawing(s) and document(s), to ensure that the finished appearance of the development will enhance the character and visual amenities of the area and to satisfactorily protect the residential amenities of nearby occupiers.

3. MATERIALS

The development shall be constructed in accordance with the external materials shown on the approved drawings and to the satisfaction of the Local Planning Authority.

Reason: In order to protect or enhance the character and amenity of the area and to ensure an exemplar finish to the building.

4. CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (CEMP)

No development shall commence, including any works of demolition, until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. This Plan shall incorporate details of:

- a) the parking of site operatives' vehicles;
- b) loading and unloading of plant and materials;
- c) storage of plant and materials used in constructing the development;
- d) measures to control the emission of dust, dirt and emissions to air during construction; such measures to accord with the guidance provided in the document "The Control of Dust and Emissions during Construction and Demolition", Mayor of London, July 2014;
- e) noise and vibration control;
- f) a waste management plan for recycling/disposing of waste resulting from demolition and construction works.

Demolition and construction work and associated activities, other than internal works inaudible outside the site boundary, are only to be carried out between the hours of 08:00 and 18:00 Monday to Friday and 08:00 and 13:00 Saturday, with no work on Sundays or public holidays without the prior written permission of the Local Planning Authority. Any works which are associated with the generation of ground borne vibration are only to be carried out between the hours of 08:00 and 18:00 Monday to Friday.

Demolition and construction work and associated activities are to be carried out in accordance with the recommendations contained within British Standard 5228:2009, "Code of practice for noise and vibration control on construction and open sites", Parts 1 and 2. Once approved the Plan shall be adhered to throughout the construction period for the development.

Reason: The CEMP is required prior to commencement of development in order to reduce the environmental impact of the construction and the impact on the amenities of neighbouring residents Plan Document, and in accordance with policy BP8 of the Borough Wide Development Policies.

Summary of Policies and Reasons:

In deciding to grant planning permission in this instance, Be First, working in partnership the London Borough of Barking and Dagenham, found the proposal to be acceptable following careful consideration of the relevant provisions of the National Planning Policy Framework, the Development Plan and all other relevant material considerations. Upon review, the London Borough of Barking and Dagenham is satisfied that any potential material harm resulting from the proposal's impact on the surrounding area would be reasonably mitigated through compliance with the conditions listed above.

The following policies are of particular relevance to this decision and for the imposition of the abovementioned conditions:

National Planning Policy Framework (NPPF) (DLUHC, July 2021)

London Plan (March 2021)

- Policy D4 Delivering Good Design
- Policy D12 Fire Safety

Local Development Framework (LDF) Core Strategy (July 2010)

- Policy CP3 High Quality Built Environment

Local Development Framework (LDF) Borough Wide Development Plan Document (DPD) (March 2011)

- Policy BP8 Protecting Residential Amenity
- Policy BP11 Urban Design

The London Borough of Barking and Dagenham's Draft Local Plan: (Regulation 19 Consultation Version, September 2020)

The London Borough of Barking and Dagenham's Draft Local Plan: (Regulation 19 Consultation Version, September 2020) is at an "advanced" stage of preparation. Having regard to NPPF paragraph 48 the emerging document is now a material consideration and significant weight will be given to the emerging document in decision-making.

- Policy SPDG1 Delivering Growth
- Policy SP2 Delivering a well-designed, high quality and resilient built environment
- Policy DMD1 Securing High Quality Design

The above policies can be viewed on the Council's website: www.lbbd.gov.uk/planning.

Working with the applicant:

In dealing with this application, Be First, working in partnership with the London Borough of Barking and Dagenham, has implemented the requirements of the National Planning Policy Framework and of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended) to work with the Applicant in a positive and proactive manner. As with all applicants, Be First has made available detailed advice in the form of statutory policies and all other relevant guidance, as well as offering a full pre-application advice service, so as to ensure the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

This development is potentially liable for payment of both the Mayor of London and London Borough of Barking and Dagenham's Community Infrastructure Levies (CIL). Further information about CIL, including the process that must be followed and forms that will be required, can be found on the Council's website: <https://www.lbbd.gov.uk/developer-contributions-cil-and-s106> . CIL forms can be submitted to: S106CIL@befirst.london

DATE OF DECISION: 03.07.2023

Yours sincerely,

[Redacted Signature]

[Redacted Name]

[Redacted Title]

London Borough of Barking and Dagenham

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)
Applicant's Rights following the Grant or Refusal of permission

1. Appeals to the Secretary of State

Should you (an applicant/agent) feel aggrieved by the decision of the council to either refuse permission or to grant permission subject to conditions, you can appeal to the Secretary of State for the Department of Communities and Local Government – Section 78 of the Town and Country Planning Act 1990 / Sections 20 and 21 of the Planning (Listed Building and Conservation Areas) Act 1990. Any such appeal must be made within the relevant timescale for the application types noted below, beginning from the date of the decision notice (unless an extended period has been agreed in writing with the council):

- **Six (6) months:** Full application (excluding Householder and Minor Commercial applications), listed building, conservation area consent, Section 73 'variation/removal', Section 73 'minor-material amendment', extension of time and prior approval applications.
- **Twelve (12) weeks:** Householder planning, Householder prior approval and Minor Commercial applications.
- **Eight (8) weeks:** Advertisement consent applications.
- **No timescale:** Certificate of lawful development (existing/proposed) applications.

Where an enforcement notice has been issued the appeal period may be significantly reduced, subject to the following criteria:

- The development proposed by your application is the same or substantially the same as development that is currently the subject of an enforcement notice: **28 days of the date of the application decision.**
- An enforcement notice is served **after the decision on your application** relating to the same or substantially the same land and development as in your application and if you want to appeal against the council's decision you are advised to appeal against the Enforcement Notice and to do so before the Effective Date stated on the Enforcement Notice.

Appeals must be made using the prescribed form(s) of The Planning Inspectorate (PINS) obtained from www.planning-inspectorate.gov.uk or by contacting 03034445000. A copy of any appeal should be sent both to PINS and the council (attn: Planning Appeals Officer).

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are exceptional/special circumstances.

The Secretary of State can refuse to consider an appeal if the council could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements and provisions of the Development Order and to any direction given under the Order. In practice, it is uncommon for the Secretary of State to refuse to consider appeals solely because the council based its decision on a 'direction given by the Secretary of State'.

2. Subsequent Application Fees

No planning fee would be payable should a revised planning application be submitted within 12 months of the decision. This 'fee waiver' is permitted only where the new application meets the following criteria:

- the applicant is the same as the applicant of the original application
- site boundary is the same as the site boundary of the original application
- the nature of development remains the same.

3. Purchase Notices

Should either the council or the Secretary of State refuse permission or to grant permission subject to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use in its existing state nor through carrying out of any development which has been or could be permitted. In such a case, the owner may serve a purchase notice on the council.

This notice will require the council to purchase the owner's interest in the land in accordance with the provisions of Part IV of the Town and Country Planning Act 1990 and Section 32 of the Planning (Listed Buildings Conservation Areas) Act 1990.

4. Compensation

In certain circumstances compensation may be claimed from the council if permission is refused or granted subject to condition(s) by the Secretary of State on appeal or on reference to the Secretary of State. These circumstances are set out in Section 114 and related provisions of the Town and Country Planning Act 1990 and Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

Working in partnership



**Barking &
Dagenham**

Be First Regeneration Ltd

9th Floor Maritime House
1 Linton Road, Barking
London
IG11 8HG

THE BUILDING REGULATIONS 2010 (AS AMENDED)

Building Control

Most construction requires Building Control.

Our Building Control team are here to make that process as streamlined as possible while protecting you, the property owner.

The simplest way to get started is to register and apply on our portal:

<https://online-befirst.lbbd.gov.uk/>

As Building Control, we will check the work carried out to ensure that it complies with current regulations.

Unlike private approved inspectors, we are not a business that will close due to financial or regulatory issues, nor will we cancel an application once it has been accepted and paid for.

If you would like further information before applying or need to discuss a large commercial or residential project, please email buildingcontrol@befirst.london with any queries or to request a call.



BSF - Full Works and Costs Template

Building Name	Spectrum Building
Registration URN(s)	Dagenham_18

Description of eligible cladding system(s) provided by MHCLG - After determining a building is eligible, and following the outcome of any successful appeals (where applicable), MHCLG will inform you via email which cladding system(s) are eligible for funding	HPL Trespa Meteon panels Spandrel/window panels - 1m PVC over fibre board core with polystyrene insulation
Area (m2) of Cladding to be removed	695m² spandrel panels plus 663m² cladding
Details of materials to be retained for re-use. Please quantify materials to be retained e.g. (area (m2), volume (m3), length (m), weight (kgs) of materials)	n/a
Area (m2) of cladding to be installed	695m² spandrel panels plus 663m² cladding
Area (m2) of scaffolding required, number of hoists required, craneage requirements, mast climber requirements as a minimum.	4,044m² scaffolding, gantry over car park to maintain leaseholder access and hoist run-off tower. A detailed breakdown of items has been provided based on scaffolding design drawings
Please provide on site period/duration of works as a minimum.	32 weeks as construction programme provided (plus 10 weeks design, procurement and mobilisation)
Download and complete a 'Certificate of Compliance with Building Safety Fund requirements' and upload the signed version to OPS	Download 'Certificate of Compliance' here

Cost Type	Description of Works (Full description of works <i>must</i> be provided unless 'Not Applicable') Please provide any project specific requirements/abnormal items to be highlighted in description, this will be used when assessing total project cost. Where not provided this may impact on ability to assess project costs.	Total Project Costs (£) – i.e. if 'project' is for multiple blocks and works over and above replacement cladding	Total Costs eligible for grant funding (£) – i.e. costs of in-scope work in relation to the one block that is the subject of this application
Removal of unsafe non-ACM cladding			
Cladding to be removed – including specification of cladding, insulation and other associated components to be removed.	Removal of spandrel panels between windows on all floors made up of 30mm polystyrene insulation faced internally with 1mm PVC sheet and externally with 5mm fibre board; and TRESPA 8mm exterior high pressure laminate cladding panels on timber batten cladding from	£584,545	£584,545
Disposal of materials, including any limitations and / or restrictions.	Included in removal costs	£0	£
Any materials to be retained for re-use.	n/a	£0	£
Any materials to remain the property of the employer.	n/a	£0	£
Any temporary support of structures / shoring – including parts of existing buildings to be retained, adjoining buildings not forming part of the Works and any other features.	n/a	£	£
Any temporary works to walls, roofs, floors – including whether weatherproof, water tight, dustproof, fireproof, etc.	n/a	£	£
Any other requirements.	n/a	£	£
Installation of new cladding as replacement to unsafe non-ACM cladding.			
New cladding – including specification, insulation and other associated components to be installed.	Valcan complete A1 fire rated non-combustible drained and back-ventilated rainscreen cladding system on floors 5 and 6. Replacement 35mm thick Metalline Architectural Fabrications ULTIMA ULT 1 A1 spandrel panels and insulation on floors 1-4. Replacement Valcan 12mm A1 fire rated Ceramapanel non-combustible external privacy screens set into existing metal frames. Replacement composite non-combustible balcony decking.	£1,861,519	£1,861,519
Extra over / features – sustainability enhancements, extended design life, curved, facetted, cavity depth and fire stopping requirements, works to existing buildings / structural amendments.	Free text entry	£	£
Junction treatment to retained cladding, roof construction, parapet requirements, building drainage interface.	Free text entry	£	£
Any other requirements / abnormal costs	Removal and re-instatement of rainwater disposal, letter box etc. These have to be removed to allow cladding and spandrel panels to be replaced.	£21,363	£21,363
Any Non-Eligible Works			
Please identify any items of works being undertaken that are not eligible for grant funding.	n/a	£	
Preliminaries / Main Contractor Costs			
Main contractor’s preliminaries including management costs, site set up and offices, programme restrictions (occupied / un occupied building), insurances, temp power and water, plant, general labour, etc	4,044m² scaffolding, gantry over car park to maintain leaseholder access and hoist run-off tower. Logistics management, securiy guards and equipment, fire safety labour and equipment, traffic marshalls and equipment, material distribution labour and equipment, waste management, temporary accomodation and hoardings. Contract management plant, small tools and equipment. All as detailed in contractors tender.	£831,909	£831,909
Access (e.g. scaffolding or mast climber)	See breakdown attached to VfM report	£961,186	£961,186
Main Contractor’s Overheads & Profit	6.5% on works and contractors design fees	£285,372	£285,372
Contractor Contingencies	2.5% on works and contractors design fees	£109,759	£109,759
Other Costs			
Professional Fees - Feasibility Stage - e.g. statutory, planning, legal, building consent and other fees.	Project Manager Hart Dixon £17,700 Cost Consultant VfM Navigation £2,500 PCSA FAA £78,926, Planning fee £968	£100,094	£100,094
Professional Fees - Post Tender Stage	Project Manager and Employers Agent + PD £172,260, Compliance Inspector £23,000, Clerk of Works (provision based on 32 weeks on site) £72,000, Managing agent administration £50,250, Provision for joint names insurance policy £10,000. Fire engineer (employed by	£457,335	£457,335
Irrecoverable VAT	VAT on all costs above and below	£1,046,616	£1,046,616
Client costs	Legal fees	£20,000	£20,000
Total		£ 6,279,697	£ 6,279,697

Enter total project cost figure into OPS in the 'full works and costs' section

Enter total eligible cost figure into OPS in the 'full works and costs' section



Building Safety Fund – Cost Recovery Questionnaire

Explanatory text

You are expected to take all reasonable steps to recover the cost of replacing the unsafe cladding from those responsible. Where you do successfully recover funds relating to the removal and replacement of unsafe cladding, you are expected to pay to government any amounts recovered which are referable to the removal of the unsafe cladding up to the amount provided through the fund (minus any reasonable irrecoverable legal costs you have incurred through pursuing cost recovery and directly referable to the unsafe cladding).

We will not seek to recoup amounts recovered in litigation or settlement which do not relate to the removal and replacement of unsafe cladding. Where you have already recovered funds, you should deduct the relevant amounts from applications and provide an explanation as to how this has been calculated.

Please note that the information you provide in this questionnaire, and in other parts of your online application, will be used by MHCLG and delivery partners to make assessments about cost recovery. We reserve the right to ask you for further information and documents regarding cost recovery after initial assessment. We expect you to provide us with updates about ongoing cost recovery action.

MHCLG does not rule out seeking an assignment of relevant rights of action where it considers it would be appropriate to do so.



Information about the building and unsafe cladding system installation

	<i>Request</i>	<i>Response</i>
1	Date of Practical Completion of the construction of the Building	<i>The building was originally an office block constructed probably in the 1980's and was converted to residential, including a two storey extension to create floors 5 and 6, around 2015.</i>
1a	Date of installation of the unsafe cladding (if different)	2015
2	Building Control Body which gave approval for the installation of unsafe cladding	<i>JHAI Limited Approved Inspector</i>

Insurance and warranty information related to the installation of the unsafe cladding system

3	Is there an insurance policy of any nature which may cover the installation of the cladding? This includes insurance taken out by yourself or any of the parties involved in the installation of the cladding. If yes, for each party please specify: If you are unable to provide this information, please skip to 3e.	<i>Not specific to cladding</i>
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3a	Name of insurer	
3b	Length of cover	
3c	List of any exclusions of cover relating to cladding installation	
3d	Does the policy cover the relevant period?	
3e	If you have been unable to provide this information, please state why and what efforts have been made to obtain this information.	<i>Information provided to the present leaseholder did not include any warranty for the cladding system</i>
4	Is there a warranty in place for the construction of the building? If so, please provide details, including: If you are unable to provide this information, please skip to 4d.	<i>We understand that NHBC warranties were put in place by the developer at the time of carrying out the works in 2015.</i>
4a	Name of warranty provider	<i>NHBC</i>
4b	Length of warranty cover	<i>10 years</i>
4c	Any warranty exclusions related to cladding installation	<i>From the documentation we have, it appears that the NHBC cover procured did not include the optional 'Building Control' cover which would insure against issues of non-compliance with Building Regulations. For that</i>



		<p><i>reason, we are informed by the managing agents for the building that no notification has been made to the NHBC of a potential claim in relation to the fire safety issues.</i></p> <p><i>See attached copy of typical warranty (there is one for each flat). Coverage table excludes Building Regulations</i></p>
4d	If you have been unable to provide this information, please state why and what efforts have been made to obtain this information.	

Information about the companies involved in the installation of the unsafe cladding system

5	<p>Names of the companies responsible for the installation the unsafe cladding.</p> <p>This should include:</p> <ul style="list-style-type: none">• The cladding installer• The Principal Contractor for the installation of unsafe cladding (if different)• (if the cladding was installed as part of initial construction of the building) the Developer• (if the cladding was installed after initial construction) the Freeholder at the time the unsafe cladding was installed.	<p><i>Cladding installer – unknown</i></p> <p><i>Principle Contractor –Denwood New Build Limited</i></p> <p><i>Developer of building conversion from offices to residential – Chadwell Properties LLP</i></p> <p><i>Sub-Contractor for cladding work – New World Timber Frame Limited</i></p>
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	If you are unable to provide the details for any of these companies, please state why.	<i>Building was purchased by current freeholder in 2019</i>
5a	Registered company numbers for the companies	<i>Chadwell Properties OC328734</i> <i>Denwood New Build Limited 07235035</i> <i>New World Timber Frame Limited 05098266</i>
5b	Are the companies still solvent? ¹	<i>No</i>
5c	Are the companies still trading?	<i>Chadwell Properties were dissolved on 21/2/2023 but appear to have ceased trading in 2021</i> <i>Denwood New Build was dissolved on 15/2/2020 following a resolution to wind up and appointment of a liquidator in February 2019</i> <i>New World Timber Frame was dissolved on 5/7/2022 following a resolution to wind up and appointment of a liquidator in February 2020</i>

¹ You can refer to the search facility at Companies House which provides details of the current status of any company searched against. This is available at: <https://beta.companieshouse.gov.uk/>



5d	Contact details for the Head Office of each company	<i>n/a, Companies dissolved</i>
6	If available, details of any contracts or agreements between the supplier and/or installer of the unsafe cladding and the developer at the time the unsafe cladding was installed	<i>None known</i>

Information about the cost recovery steps taken

	<i>Request</i>	<i>Response</i>
7	Please provide details about the steps you have taken to recover the cost of replacing the unsafe cladding from those responsible. This may include (but is not limited to):	<i>See below</i>
7a	Type of cost recovery action taken (e.g. warranty claims, insurance claims, legal action, informal	<i>See letter from Clarke Willmott to Chadwell Properties dated 22/9/2022 and reply dated 3/11/2022.</i>



	settlements etc.) and details of the outcome or stage(s) reached	
7b	Name(s) of the company/companies you are taking cost recovery steps against	
7c	Whether you have sought legal advice on the chances of bringing a successful claim for recovery of the costs of remediation, and if not, why not.	<p><i>Legal advice has been obtained from Clarke Willmott as follows:</i></p> <p><i>“We note that we previously advised on a few potential avenues for financial recovery, one of which was against Chadwell Properties LLP (“Chadwell”), who were the owner of Spectrum and the party who procured the works. As Chadwell are now dissolved (meaning the company no longer exists) this does change the position from our initial advice in that, irrespective of the merits of any legal claim against Chadwell, there does not appear to be any reasonable prospects of financial recovery against them. In view of the above, this only really leaves the NHBC claim as a possible route.”</i></p> <p><i>See note above regarding restriction on NHBC warranty.</i></p>
7d	If you have assessed that there is no reasonable chance of cost recovery success, on what basis have you made the decision that recovery is not a reasonable proposition?	<p><i>As above</i></p>



Bureau Veritas Building Control UK

Plans Certificate

Project Reference: B23045923

Section 50 of the Building Act 1984 ("the Act")

The Building (Approved Inspectors, etc.) Regulations 2010 ("the 2010 Regulations")

- 1 This Certificate relates to the following work:
Proposed recladding of existing building at
Spectrum Building, 22 Freshwater Road, Dagenham, RM8 1EH
- 2 Bureau Veritas Building Control UK is a Corporate Approved Inspector for the purposes of Part II of the Act and the above work is the whole of the work described in an Initial Notice given by ourselves and dated: 21.04.2023
- 3 The work does not concern a new dwelling
- 4 ~~In the case of a new dwelling for which planning permission has been granted – no optional requirement in the Building Regulations 2010 applies to the work~~
- 5 A copy of the notice of approval as an approved inspector under regulation 5 of the Regulations in relation to the work described in this plans certificate is on the register kept by the body designated under regulation 3 of the Regulations
- 6 Plans of the work specified above have been submitted to Bureau Veritas Building Control UK and we are satisfied that the plans are neither defective nor show that work carried out in accordance with them would contravene any provision of Building Regulations
- 7 The work is not minor work
- 8 Bureau Veritas Building Control UK declare that the company has had no financial or professional interest in the work described since giving the Initial Notice described in paragraph 2.0
- 9 Bureau Veritas Building Control UK has consulted the Fire Authority in accordance with Regulation 12 of the 2010 regulations
- 10 ~~Bureau Veritas Building Control UK has consulted the Sewerage Undertaker in accordance with Regulation 13 of the 2010 regulations~~
- 11 The plans to which this Certificate relates bear the following date and reference number: as listed below

Suite 206, Fort Dunlop, Fort Parkway, Birmingham, B24 9FD

Telephone: [REDACTED]

2nd Floor, Atlantic House, Atlas Park, Manchester, M22 5PR

Telephone: [REDACTED]

5th Floor, 66 Prescott Street, London, E1 8HG

Telephone: [REDACTED]

www.bureauveritas.co.uk

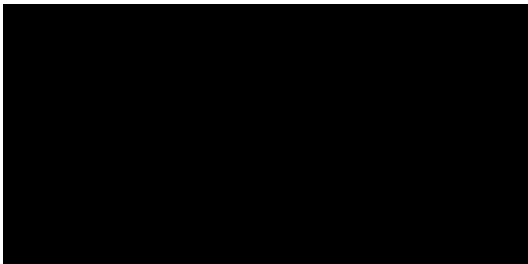
Bureau Veritas Building Control UK Limited

Registered in England and Wales 03460854

Registered Office: Suite 206, Fort Dunlop, Fort Parkway, Birmingham B24 9FD



Name	Ver	Intent	Description	Date
23004-GAA-A1-XX-SW-A-0001.docx	P01.01	Outline Scope of Works	Outline Specification	04/10/2023
23004-GAA-A1-05-DR-A-0401.dwg	P03.02	04-Fire Strategy Details	Fire Strategy Plan	04/10/2023
23004-GAA-A1-XX-DR-A-2102.dwg	P03.01	21-Elevations	North & South Elevations	04/10/2023
23004-GAA-A1-XX-DR-A-2907.dwg	P01.01	29-Vertical Junction Details	Section A-A Details	04/10/2023
23004-GAA-A1-ZZ-DR-A-0402.dwg	P03.03	04-Fire Strategy Details	Fire Strategy Elevations	04/10/2023
23004-GAA-A1-ZZ-DR-A-2001.dwg	P03.01	20-GA Plans	Fifth & Sixth floor plans	04/10/2023
23004-GAA-A1-ZZ-DR-A-2101.dwg	P03.01	21-Elevations	Elevations Fifth & Sixth Floors	04/10/2023
23004-GAA-A1-ZZ-DR-A-2104.dwg	P01.02	21-Elevations	East & West Elevations	04/10/2023
23004-GAA-XX-XX-DR-A-2801.dwg	P03.01	28-Horizontal Plan Details	Plan Details	04/10/2023
23004-GAA-XX-XX-DR-A-2802.dwg	P03.01	28-Horizontal Plan Details	Plan Details	04/10/2023
23004-GAA-XX-XX-DR-A-2803.dwg	P03.01	28-Horizontal Plan Details	Plan Details	04/10/2023
23004-GAA-XX-XX-DR-A-2901.dwg	P03.01	29-Vertical Junction Details	Vertical Sections Details	04/10/2023
23004-GAA-XX-XX-DR-A-2902.dwg	P03.01	29-Vertical Junction Details	Section A-A Details	04/10/2023
23004-GAA-XX-XX-DR-A-2903.dwg	P03.01	29-Vertical Junction Details	Section A-A Details	04/10/2023
23004-GAA-XX-XX-DR-A-2904.dwg	P03.01	29-Vertical Junction Details	Section A-A Details	04/10/2023
23004-GAA-XX-XX-DR-A-2905.dwg	P03.01	29-Vertical Junction Details	Section A-A Details	04/10/2023
23004-GAA-XX-XX-DR-A-2906.dwg	P03.01	29-Vertical Junction Details	Section A-A Details	04/10/2023

Signed  d 13.10.2023

Approved Inspector
Bureau Veritas Building Control UK

Bureau Veritas Building Control UK

Plan Assessment Tracker



Spectrum Building, Resi, Recladding, Dagenham, GAA Design

Project:

Proposed recladding of existing building at
Spectrum Building, 22 Freshwater Road,
Dagenham, RM8 1EH

Date: Oct 2023

Issue 04

Our Ref:

B23045923

Plan Assessment Tracker

Project Title: Spectrum Building, Resi, Recladding, Dagenham, GAA Design

Our Ref: B23045923

Prepared by: [REDACTED]

For and on behalf of Bureau Veritas Building Control UK

Prepared For: GAA Design

Client / design team Contacts

Name / Contact Details	Role
[REDACTED]	Senior Architectural Consultant
	Fire Engineer
	Design Manger

BV Contacts

Name	Role	Contact Details
[REDACTED]	Plan Assessment	[REDACTED]
TBC	Site Inspector	

Revision No.	Date Amended	Reason for amendment
01	05.06.2023	Initial review & comments
02	20.07.2023	Update. Inc Part B & Part L. Specification & Fire barrier change to Siderise.
03	08.09.2023	Updated reports received & LFB consultation submitted.
04	13.10.2023 (amended)	LFB consultation submitted & comments received back. Updated drawings received following BB7 comments. Valcan Vitradual A1 panels (amendment)

Application Date: Notice submitted to LA - 20th April 2023

Applicable Building Regulations

- 1.0 Part A – Structure - 2013
- 2.0 Part B – Fire Safety - 2010
- 3.0 Part C – Site Preparation & Resistance to Moisture - 2013
- ~~4.0 Part D – Toxic Substances – 2010~~
- ~~5.0 Part E – Resistance to the Passage of Sound – 2015~~
- 6.0 Part F – Ventilation - 2010
- ~~7.0 Part G – Sanitary Provisions – 2016~~
- 8.0 Part H – Drainage & Waste Disposal - 2010
- ~~9.0 Part J – Heat Producing Appliances – 2010~~
- ~~10.0 Part K – Protection from Falling, Collision and Impact – 2013~~
- 11.0 Part L – Conservation of Fuel & Power - 2014
- ~~12.0 Part M – Access & Use of Buildings – 2016~~
- ~~13.0 Part P – Electrical Safety – 2013~~
- ~~14.0 Part Q – Security in Dwellings – 2015~~
- ~~15.0 Other Legislation and Regulation 7~~

Key

	Outstanding
	Conditional Approval
	Further information required
	Approved
	Being Assessed

Building Regs Tracker

Project description: Proposed recladding of existing building

Building Regulation Section		Comments / Information Required	Design Responsibility	Status	comments
Part A		Structure			
	1	Provide detailed pack for new cladding fixings/support system to be installed to main building structure and provide full structural analysis/ calculations etc...	Structural Engineer / sub-contractor	Approved	Vitrafix VF1 cladding support system fixings to the wall from Certifix (in partnership with Valcan) Aluminium carrier system brackets, profiles and fixings which have been tested to BS 8414-1 and BS 8414-2 and are Centre for Window and Cladding Technology (CWCT) tested.
Part B		Fire Safety			
	2	Provide detailed Fire report / EWS1 report on external façade compliance & proposed works taking place.	Fire Engineer	Approved	<p>BB7 Fire engineer on board for the project</p> <p>EWS1 report & certificate will be provided on completion of works</p> <p>Existing cavity walls Level GF-4th floor to be surveyed & checked</p> <p><u>Proposed works include:</u></p> <ul style="list-style-type: none"> -Existing Cladding & spandrel panels replaced to 5th & 6th floors. New compliant cladding system to be installed - Valcan Vitradual A1 panels fire rated non-combustible rainscreen cladding system -Existing decking removed and replaced with Phoenix A1 fire rated composite balcony deck -Existing privacy screens removed and replaced with a Valcan panel <p>BB-DRC-15751BC-Spectrum Dagenham Details BB7 Comments Updated report provided.</p> <p><u>Fire Engineer report: (BB7)2023-08-24 BB-RSR-15751BC - Spectrum Dagenham - 03</u></p> <p><u>Facade Survey Assessment Report (Incl. EWS1 Determination) by Ark Sustainability</u></p> <p>Spectrum Building - EWS1 Report and Determination</p>

	3	Provide fire plans and elevations showing positions of cavity barriers at each floor level and vertically	Facades / Fire Engineer	Approved	<p>Fire Strategy Elevations provided indicating Open & closed state Fire Barrier locations to 5th & 6th floors at Compartment lines & around openings. Drawing Ref: P02_23004-GAA-A1-ZZ-DR-A-0402</p> <p>Fire Strategy Plans provided showing A1 rated decking, Closed fire barriers & FR60min walls 'Valcan Vitradual A1 panels Drawing Ref: P02_23004-GAA-A1-05-DR-A-0401</p> <p>Updated drawings required following BB7 Comments_22.06.2023</p> <p><u>Received BB7 comments: (Oct 23)</u> 2023-08-01 - BB-DRC-15751BC-Spectrum Dagenham Details BB7 Comments - Rev D</p> <p><u>Confirmation from FFA-group that the Fire engineer is now satisfied with the drawings & no further comments.</u></p> <p>Note: some of the comments relate to existing construction to be determined / confirmed at a later date. They also requested further confirmation / clarification on product info.</p>
	4	Provide details of cavity barriers i.e. materials used, fixing details and detailed drawings to include Test certificates of materials proposed / data sheets	Facades / Fire Engineer	Approved	<p>Refer to Plan details & Section A-A Details received. (Architect reply : Tenmat do not have specific tests for every build up, but they have their products tested against materials of which the Ceramapanel material is one)</p> <p><u>Limited test evidence provided</u> IFC field of application report (Ventilated cavity barriers only) PAR/22672/03</p> <p>-No fire test report information provided for NVFB Tenmat</p> <p><u>UPDATE:</u> Siderise RH 'Open State' horizontal cavity barriers & Siderise RV vertical cavity barriers 'closed state' now being used refer to updated Outline specification 03.</p> <p>Certificate of approval – No CF 5727 (Certifire _warrington fire)</p> <p>The product has been tested to ASFP Guidance: 'Open State' Cavity Barrier used in External Envelope or Fabric of Buildings,</p>

					utilising principles of EN 1363-1. ASFP Technical Guidance Document –TGD 19 (July 2014 revised Nov 2017) refers. Specification version – 06 received.
	5	Provide details of Insulation products used in the cavity wall construction and details if any insulation within window profiles.	Facades / contractor	Approved	Refer to Plan details & Section A-A Details received. Rockwool FABROCK non-combustible core insulation external walls. A1 35mm thick Metalline Architectural Fabrications ULTIMA ULT 1 A1 spandrel panels 30mm thick Rockwool FABROCK non-combustible core insulation
	6	Provide full materials list of products to be used (see External materials list below)	Facades / contractor	Approved	Refer to Material list below + refer to Outline Specification Wall Build-Up_23004-GAA-A1-XX-SP-A-0001 Updated OS - 23004-GAA-A1-XX-SP-A-0002 Updated OS - 23004-GAA-A1-XX-SP-A-0004 Specification version – 06 received. 23004-GAA-A1-XX-SW-A-0001
	7	Provide any fire stopping detail around penetrations , Vent ducts, RWPS etc...and any other measure abutting existing construction that is to remain Product types & manufactures test data sheets. 3 rd party fire stopping company details	Facades / contractor	Approved	Architect reply: There are ducts and flues exiting and entering the façade, and these have now been shown as sealed on the elevations. Ducts are to have fire collars around. <u>BB7 reply</u> Regarding the use of fire collars as an alternative to providing a cavity barriers around the PVC duct work, BB7 agree in principle this would be acceptable, subject to BB7 reviewing: 1. The relevant product test data for the fire collars, and 2. The proposed fire collar product being installed in accordance with the manufacturers installation instructions. <u>Architect email - 05.09.23</u> Vent Ducts will now have 25mm Tenmat FF109 – EI120 vent duct fire sleeves around

					Please provide test data and data sheets of product. Product not referenced in Outline Specification - Rev P04 <u>Architect reply:</u> The detail for the duct fire-proofing has been aligned with the Outline Specification so Tenmat has been changed to Siderise, so no further test data is needed as this is in the OS.
	8	Consultation with the local Fire Authority will take place; once the completed fire strategy and Final fire plan drawings have been provided. Any comments will be forwarded to you in due course.	BV	Approved	Consultation submitted to LFB - comments will be relayed to design team once received. LFB consultation Reply_Spectrum Building, Dagenham. 14 th Sept 2023 _ LFB Ref 16/226850/DC
PART C		SITE PREPARATION			
	9	Provide details of resistance to moisture / water ingress. Detail sections of external walling / cladding at ground floor, upper levels, roof and any door / window junctions. Provide detail at roof level showing flashing up-stands, junctions, joints, insulation ventilation and penetrations for services...	Facades / contractor	Approved	ventilated rainscreen cladding system. Valcan Vitradual A1 panels - Effisus Breather Membrane being installed. Refer to test certificates EDPM system specified CORTEX. Refer to Building control package drawings & details Outline Specification Wall Build-Up_23004-GAA-A1-XX-SP-A-0001 FOAMGLAS rigid insulation replacing mineral rockwool
Part F		VENTILATION			
	10	Confirm if any alterations to windows are proposed	Facades / contractor	N/A	<i>The insertion of the Metalline insulated panel into the the existing PVC window section needs to be confirmed following a query from Sundeeep (see attached). Our concern is the reluctance by another PVC window supplier to insert alien spandrels due to "incompatability". need assurance that this will not be a similar or any problem</i>
Part H		DRAINAGE			
	11	Confirm if any alterations taking place to RWP drainage and provide detailed drawings if so	Facades / contractor	N/A	

PART L		CONSERVATION OF FUEL & POWER			
	12	Provide building envelope specification U-values New External Wall Insulation	Energy consultant		U-value calculations are going to be carried out for the 5 th & 6 th Floors + updated EPC's to be provided Existing wall U-value = 0.26 W/m²K Proposed external wall U-value = 0.19 W/m² K Refer to Elmhurst Energy report & Calc's

EXTERNAL WALL MATERIALS							
Element	Description	Manufacturer	Product	EN 1351 Classification	Thickness	Certification Details	Notes
1	External Rainscreen cladding system	Valcan	Valcan Vitradual A1 panels complete fire rated non-combustible drained and back-ventilated rainscreen cladding system.	A1	3mm	Tested to BS 8414 & BS 13501-1:2018 BBA certificate 20/5824 Effectis fire test report no. EUI-21-000379	
2	Support System	Vitrafix VF1 cladding support system	fixings to the wall from Certifix (in partnership with Valcan)			BS 8414-1 and BS 8414-2	
3	External wall Insulation	Rockwool	Rockwool FABROCK non-combustible core insulation	A1			
4	Breather Membrane	Effisus	Fibreglass fleece membrane	A1 A2-s1,d0		Applus Test lab (spain) Classification report no: 21/23931-157-2 Laboratory de Fumo e Fogo. Classification report no: Nr LFF 2018:177	X2 tests received - classification has been carried out in accordance with EN 13501-1:2019 Note: Membranes should achive min.class B-s3, d0

	Sheathing Board	Y-wall	Y-wall - calcium silicate cement building board	A1	9mm	BBA cert – 14/5109	
6	Cavity Fire barriers compartment lines		Horizontal Firebreaks at slab level: Intumescent strip Tenmat FF102/50 – open state ventilated barriers Vertical Firebreaks: Tenmat NVFB – closed state Siderise RH 'Open State' horizontal cavity barriers & Siderise RV vertical cavity barriers 'closed state' now being used	A1		IFC field of application report (Ventilated cavity barriers) PAR/22672/03 Certificate of approval – No CF 5727 (Certifire _warrington fire)	
7	Cavity Fire barriers around openings		Horizontal Firebreaks at openings: Tenmat NVFB -closed state Siderise RH 'Open State' horizontal cavity barriers & Siderise RV vertical cavity barriers 'closed state' now being used	A1		.----- Certificate of approval – No CF 5727 (Certifire _warrington fire)	
8	EDPM	CORTEX	Non-flammable cortex			Data sheet -	
	Window Spandrel panels	METALLINE	35mm thick Metalline Architectural Fabrications ULTIMA ULT 1 A1 spandrel panels	A1	35mm	Warrington Fire certification no: WF 434690	

			30mm thick Rockwool FABROCK non-combustible core insulation	A1			
9	Ventilation Duct	Tenmat	25mm Tenmat FF109 – EI120 fire sleeves around vent duct	A1	25mm		vent duct fire sleeves around
10	Vapour Control Layer						Membranes should achieve min.class B-s3, d0
11	Internal wall Board plasterboard						
12	Balcony Decking System	Phoenix	Phoenix A1 fire rated composite balcony deck Extruded porcelain decking tiles	A1 -A2		ab-exadeck-data-sheet_v1 AB Phoenix Fire Exemption Document	
	Balcony privacy screen	Valcan	Valcan Vitradual A1 panels non-combustible external privacy screen	A1		Warrington Fire certification no: WF 410112 Warrington Fire test report no: WF 410891	
13	Balcony Balustrade						
14	Movement joints						
15	Weep holes						
16	Cavity Trays						
17	Insulation Between Studs						
18	Vertical DPC						

19	SFS stud wall						
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Information Received

Date	From	Information Received																				
May 2023	<div></div>	<table><tr><th>Drawing Number</th><th>Description</th></tr><tr><td>OS Map</td><td>FPA Location Plan</td></tr><tr><td>Design Statement</td><td>Planning statement and definitions</td></tr><tr><td>Existing Plans</td><td>FPA General Arrangement Package</td></tr><tr><td>2001</td><td>FPA Proposed 5th floor plan</td></tr><tr><td>2002</td><td>FPA Proposed 6th floor plan</td></tr><tr><td>2003</td><td>FPA Proposed Roof plan</td></tr><tr><td>2101</td><td>FPA Proposed North & South Elevations</td></tr><tr><td>2102</td><td>FPA Proposed East & West Elevations</td></tr><tr><td>2201</td><td>FPA Schematic Details at (i) typical cladding condition & (ii) window spandrel</td></tr></table>	Drawing Number	Description	OS Map	FPA Location Plan	Design Statement	Planning statement and definitions	Existing Plans	FPA General Arrangement Package	2001	FPA Proposed 5 th floor plan	2002	FPA Proposed 6 th floor plan	2003	FPA Proposed Roof plan	2101	FPA Proposed North & South Elevations	2102	FPA Proposed East & West Elevations	2201	FPA Schematic Details at (i) typical cladding condition & (ii) window spandrel
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		<table><tr><td></td><td>3. Horizontal condition at typical cladding 4. Typical balcony Screen details 5. Typical window Spandrel details</td></tr><tr><td>0401</td><td>5th and 6th Floor Fire Strategy plans</td></tr><tr><td>0402</td><td>Elevations Fire Strategy</td></tr><tr><td>0001</td><td>Outline Specification</td></tr><tr><td></td><td></td></tr></table>		3. Horizontal condition at typical cladding 4. Typical balcony Screen details 5. Typical window Spandrel details	0401	5 th and 6 th Floor Fire Strategy plans	0402	Elevations Fire Strategy	0001	Outline Specification		
	3. Horizontal condition at typical cladding 4. Typical balcony Screen details 5. Typical window Spandrel details											
0401	5 th and 6 th Floor Fire Strategy plans											
0402	Elevations Fire Strategy											
0001	Outline Specification											
July 2023		Part L – U-value calculations Part B – Data sheet for Vitradual aluminium cladding										
Aug 2023		<u>Updated - Fire Engineer report: (BB7)</u> 2023-08-24 BB-RSR-15751BC - Spectrum Dagenham - 03 <u>Updated - Facade Survey Assessment Report (Incl. EWS1 Determination) by Ark Sustainability</u> Spectrum Building - EWS1 Report and Determination <u>BB7 fire comments of Architects drawings</u> 2023-08-01 - BB-DRC-15751BC-Spectrum Dagenham Details BB7 Comments - Rev A <u>Vent Ducts</u> now have 25mm Tenmat FF109 – EI120 vent duct fire sleeves around 23004-GAA-A1-XX-DR-A-2709										
Oct 2023		<u>BB7 fire comments of Architects drawings</u> 2023-08-01 - BB-DRC-15751BC-Spectrum Dagenham Details BB7 Comments - Rev D Latest version of drawings – 4 th Oct 2023										

SCHEDULE 5

FORM OF APPLICANT'S REPRESENTATIVE DECLARATION

We refer to the grant funding agreement relating to Spectrum Building made between (1) The Secretary of State for Levelling Up, Housing and Communities (2) the Greater London Authority and (3) Arinium Ltd (the **Grant Funding Agreement**)

Terms defined in the Grant Funding Agreement shall have the same meaning in this declaration.

We confirm that we have been appointed as an Applicant's Representative for the purposes of the Grant Funding Agreement.

By submitting the application for Funding, we confirm that the application for Funding is complete and accurate, and in line with all requirements of the Guidance.

EXECUTED as a DEED by

acting by a director in the
of

Property Manager
Occupation

24/10/2023

20644/SW

Greater London Authority
City Hall
Kamal Chunchie Way
London
E16 1ZE

Dear Sir/Madam

Re: Spectrum Building, 22 Freshwater Road, RM8 1EH

We refer to the grant funding agreement relating to Spectrum Building made between (1) The Secretary of State for Levelling Up, Housing and Communities (2) the Greater London Authority and (3) Arinium (the **Grant Funding Agreement**)

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EXECUTED as a DEED by [REDACTED]

acting by a director in the presence of:

.....
Signature

[REDACTED]
Print Name

.....
Project manager
Occupation

Compliance Inspector Monitoring Report

Spectrum, Dagenham
Construction Monitoring Report

Contents

1. Section 1 - Over view	02
2. Section 2 - Compliance Inspector Instruction	02
3. Section 3 - Compliance Report	03
4. Section 4 - Compliance Inspector Sign Off	06

Prepared by Woldon Architects

Report Date: [12/06/2024]

Ref: 2307_240612_Monitoring Report _02

Section 1: Overview

Arinium Ltd (Applicant) has submitted an application to the Building Safety Fund for public funding to address life critical fire safety risks at Spectrum Building, 22 Freshwater Road, Dagenham, Essex RM8 1EH (Building) ('the Project').

Fleetwood Architectural Aluminium (Contractor) has been appointed for this purpose and remedial work to implement the recommendations contained within a Fire Risk Assessment of External Works (or FRAEW) has commenced and is ongoing. These necessary public safety works are being undertaken for the benefit of residents and all leaseholders in the Building.

The Applicant has commissioned Woldon Architects to act as a Compliance Inspector in relation to the Project, as defined and set out in further detail in a grant funding agreement (GFA) entered into between the Applicant, the Department for Levelling Up, Housing and Communities (DLUHC) and either Homes England or The GLA (as applicable) to undertake the duties set out below.

This report has been prepared following notification from the Project Manager on 14/05/24 that the project expenditure would shortly exceed 40% of the GFA amount.

Section 2: Compliance Inspector Instruction

The Applicant has commissioned Woldon Architects to act as a Compliance Inspector in relation to the Project as further detailed in the GFA and specified in the works contract signed with the Contractor, to undertake the following duties:

- Duty 1: inspect the works being undertaken by the Contractor at the Building at key milestone points (being those specified in the template reporting format set out below);
- Duty 2: assess Project compliance with:
 - the design specification and requirements set out in any building contract signed with the Contractor (Works Contract);
 - the Building Safety Fund published online guidance (Guidance); and
 - Good Industry Practice .
- Duty 3: where additional works are necessary to ensure compliance to make appropriate recommendations in any Compliance Report issued.
- Duty 4: certify to DLUHC and either Homes England or The GLA (as applicable) when producing and submitting a Compliance Report that the Compliance Inspector has been appointed by the Applicant independently from the Contractor or any other professional consultant with material design responsibility for all or any material part of the Project.

Section 3: Compliance Report

As per schedule 1 of the Design Reviewer Appointment:

Item 1 "Attend meetings as required to understand the scope of remedial works required to address the fire safety deficiencies or any other fire safety issues to the external cladding that reasonably become apparent during the course of these services."

Woldon have attended design review meetings on:

- 20/10/23
- 22/05/24
- 06/06/24

Woldon attended the pre-start site meeting on:

- 17/11/23

Woldon have attended site meetings on:

- 05/02/24
- 04/03/24
- 08/04/24
- 06/05/24

As a result of these Woldon have a good understanding of the scope of remedial works required to address the fire safety deficiencies of the external cladding.

Item 2 "Review the Building Regulations approval for the proposed works. Review the Full Plans Approval or a Plans Certificate prior to Works starting on Site or (where a Design and Build contract is to be used) review to see that Full Plans Approval or plans certificate has been obtained at completion of the Royal Institute of British Architects (RIBA) Stage 4b. It should be noted that it is only the works being undertaken to rectify the deficiencies to the external cladding that will be assessed for compliance with the Building Regulations. The Consultant is not assessing or determining any potential deficiencies or non-compliances with any other aspect of the building."

Woldon have reviewed the Plans Certificate - B23045923 (dated 10th October 2023) and the Plan Assessment Tracker issue 5 (issued on 9th February 2024) from Bureau Veritas and note this confirms all items are Approved by Bureau Veritas.

It is noted that further design information revisions were issued on the 30th April 2024 and 21st/29th May 2024. We have requested that these are reviewed by the Approved Inspector in due course and included in the next Plan Assessment Tracker issue.

Section 3: Compliance Report

Item 3 "Review to see that approval for the proposed works from the Local Authority Planning Department has been obtained and that the design of the Works is in accordance with such planning approval."

and:

Item 4 "If planning permission is required, review a copy of the formal planning approval once obtained. If planning permission is not required, review to see that formal written evidence has been obtained supporting this."

Item 5 "Review the requirement for and see that statutory approvals required for the Works (which may include highways, Network Rail, utilities providers etc.) have been obtained."

Woldon have reviewed 23/00663/FULL planning application which describes the works proposed here and can confirm that the design of the works is in accordance with this planning approval.

FAA confirmed on a conference call on 17/11/23 that there are no Statutory Approvals required on this project.

Woldon have received confirmation that Condition 4 (the pre-commencement condition regarding the CEMP) was submitted on 29/11/23. This was discharged on 08/01/24 via application number 23/01805/AOD.

Section 3: Compliance Report

Item 6 "Review the design of the Works (which shall include the Employer's Requirements in the Building Contract and the Specification in the Building Contract) produced by the Project Consultants, the Contractor, specialist contractors and/or suppliers with design responsibilities as appointed by the Client or the Contractor, for compliance with the Project Agreements, all relevant guidance, BSF/DLUHC publications and guidance."

Woldon have reviewed the design of the works as produced by GAA. Woldon have produced a tracker of comments and queries to confirm the proposals are in accordance with the relevant guidance. This tracker is currently based on the latest GAA design information uploaded to the dropbox shared folder at the time of issue of this report. The tracker is addended to this report.


Woldon are currently awaiting final confirmation from Bureau Veritas and BB7 that the design proposals are compliant with all relevant guidance and BSF/DLUHC publications, or have otherwise been suitably mitigated.

Item 7 "Review the design of the Works for compliance with any relevant fire regulation, Building Regulation, Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or by-law of any Local Authority or of any statutory undertaking which become known within your profession and has jurisdiction with regard to the Works which may affect the design."

Woldon are awaiting finalised design information as described in the tracker and this report. The Plan Assessment Tracker 05 produced by Bureau Veritas indicates that all areas of the design were approved as compliant with the Building Regulations in February 2024, but this will need to be updated to the latest drawing information issued last month.

The current proposals, pending several clarifications, appear to comply with the relevant fire regulations and Building Regulations as described above.

Section 4: Compliance Inspector Sign Off

Signed by Compliance Inspector:

Date: 12/06/24

Contact Details:





Review Tracker			Rev.		H		
			Date		12/06/2024		
No.	ORIGIN	QUERY	ACTION	DATE RAISED	DATE CLOSED	COMMENTS	WOLDON COMMENTS
	General						
1.01		Reviewing FAA-C712-6100-001 - is there a more recent up to date programme (this programme ended in May 2023)	FAA	31/08/2023	13/09/2023		Revised Programme received - Construction to run from December 2023 to July 2024.
1.02a		Has Planning Consent been achieved or exemption agreed with Local Authority? (PCSA deliverable - see HD brief on 13/01/22)	FAA / GAA	31/08/2023	13/09/2023		23/00663/FULL - Granted
1.02b		Has CEMP been submitted (pre-commencement condition 4)	FAA	13/09/2023	29/11/2023		20/10 - confirmed as underway on conference call - awaiting confirmation of submission. 29/11/23 - confirmation from GAA via email that CEMP has been submitted.
1.03		Please share Building Control comments from 19/04 and Full plans approval from 18/05 (dates based on FAA programme above)	BV	31/08/2023	20/10/2023	Awaiting final responses from Bureau Veritas	16/10 - Approved Inspector tracker and Plans Certificate received from Bureau Veritas but errors noted by local authority. 20/10 - update issued
1.04		Ark Sustainability EWS1 report on the dropbox has 'DRAFT' on it - please can the final report be uploaded and shared.	Hart Dixon	31/08/2023	01/11/2023		01/11 - Ark report received.
1.05		Buroashe Fire Safety report section 6.1 from 17/12/20 notes 'short-term actions' including 'confirm that the junction between the existing external wall and the existing structural floor is adequate to ensure compartmentation' - please confirm this has happened.	Hart Dixon	31/08/2023	01/11/2023		01/11 - BB7 Remediation Scoping Report notes it does not consider further interim measures necessary as long as works are undertaken prior to 23/08/24. No confirmation from building manager received.
1.06		Buroashe Fire Safety report section 6.2 offers 3 options for medium-term actions. Have one of these options been implemented, if so, which?	Hart Dixon	31/08/2023	01/11/2023		
1.07		Please provide findings of FAA's intrusive site survey undertaken between 20-24/02/23 (dates based on FAA programme)	FAA	31/08/2023	13/09/2023	Refer to email report sent to GAA on 08/03/23. GAA confirmed the survey findings aligned with the design.	
1.08a		Please provide Holistic Fire Safety Review by BB7 from 03/04/23 (dates based on FAA programme)	FAA / BB7	31/08/2023	20/10/2023	Refer to BB7 remediation scoping document	Please confirm which document? 20/10 - Understood that this is the 2023-08-24 BB-RSR-15751BC - Spectrum Dagenham - 03 Remediation Scoping Report from 24/08/23
1.08b		Please confirm structural engineer has reviewed structural frame and confirmed that OSB can be safely replaced without affecting frame's performance - as recommended in BB7 Remediation Scoping Report (section 5.1.4).	S&CD / GAA	01/11/2023	22/11/2023		15/11 - S&CD Calculations for new panels calculating weight and wind load previously received and reviewed - the question is specifically to confirm that the building does not rely on the OSB providing structural reinforcement to the timber frame, so that it can be safely removed. 22/11 - confirmation recieved from S&CD via email
1.09a		Please provide Structural Façade comments from 12/04/23 (dates based on FAA programme) (wind load calculations and existing structural information from 2013 noted on the dropbox - please provide comment from Structural Engineer on proposals which confirm existing timber frame can withstand new loadings, and confirmation of specification, location and number of fixings, as well as structural design for new balcony steels and floors etc.)	FAA	31/08/2023	13/09/2023	Refer to attached structural engineer's report	13/09 - Spectrum Timber Frame Resistance Calculations (date of issue 12/06/23) received - Still refers to Ceramapanel. This report appears to confirm that existing timber stud spacing is sufficient for wind loading report.

1.09b		Please confirm no structural input required for the works to the balconies?	S&CD / FAA	13/09/2023			
1.10		Have Statutory Approvals required for the works (e.g. highways, utilities) been issued? Please share these.	FAA	31/08/2023	17/11/2023	Please clarify what is required here?	Examples include parking bay suspension licences, scaffolding oversailing licences, highway closures & any statutory approvals required for the works by Network Rail, utility providers, etc. BSF requires that the Compliance Inspector reviews these. 20/10 - Following conference call FAA have confirmed these would be progressed once they had received the Scaffolder's proposals. 17/11 Confirmed by FAA on conference call that none are required
1.11		U-value calculator report by Elmhurst Energy (in dropbox folder) is based on Valcan Ceramapanel - but Outline Specification notes latest issue replaced Ceramapanel with Vitradual - does U-Value report need to be updated to final drawing information?	GAA	31/08/2023	13/09/2023	Refer p8 of 8 of the report in which the 3mm Aluminium sheet option is assessed	
1.12		BB7 Survey Location Proposal (02/06/23) identifies areas for opening-up works - please share the survey findings and conclusions?	BB7	31/08/2023	20/10/2023	BB7 to provide this	20/10 - received from Hart Dixon
1.13		Is there a building control tracker document?	BV	31/08/2023	20/10/2023	Bureau Veritas to provide this	20/10 - received - all items confirmed as Approved.
	GA Elevations GA Plans						
2.01a	23004-GAA-A1-05- DR-A-0401	What is the requirement/purpose of the 3no CSFB at either end of the east elevation?	GAA	31/08/2023	20/10/2023	Enclosing of compartments	But there don't appear to be compartments in these 3 locations? 20/10 - confirmed on conference call as additional protection. Not required for compartment walls.
2.01b		Are CSFBs adjacent to solid concrete block walls of the stair cores (east side of stair cores) required? Are these not suitably encapsulated?	GAA	31/08/2023	13/09/2023	All cladding solutions are independent of existing envelope conditions.	
2.01c		Can grid lines from elevation be added to plans for ease of reference?	GAA	31/08/2023	13/09/2023	Not required	
2.01d		North façade on 5th floor does not show external wall (green fill) - drawing error?	GAA	12/06/2024			
2.02a	23004-GAA-A1-XX- DR-A-2102	Scoping drawing could be clearer - hatch or coloured box to describe full extent?	GAA	31/08/2023	13/09/2023	Not required	
2.02b		Note regarding removal of existing cladding - to what depth? Insulation retained?	GAA	31/08/2023	13/09/2023	Refer details	Understood that insulation between timber frame is retained, sheathing board replaced.
2.03a	23004-GAA-A1-ZZ- DR-A-0402	Is open state fire barrier to top of roof terrace balcony wall required?	GAA	31/08/2023	13/09/2023	Yes	Noted that the other open state fire barrier has now been omitted in accordance with BB7 comments.
2.03b		Noted that horizontal cavity barrier now steps below balcony in accordance with BB7 recommendation, however south elevation left hand balcony on 6th floor has been missed on drawing.	GAA	28/09/2023	26/10/2023		26/10 - Drawing updated.
2.03c		Drawing re-named 23004-GAA-A1-XX-DR-A-0402 - please confirm?	GAA	12/06/2024			
2.03d		Drawing shows fire barriers around boiler flue vents and rainwater pipe outlets (south elevation, above roof deck level, and west elevation into hopper). Are both of these details using the same solution (shown on 23004-GAA-A1-XX-DR-A-2904)?	GAA	12/06/2024			
2.04a	23004-GAA-A1-ZZ-	Cladding at north west corner return to stair core missing orange/green hatch.	GAA	31/08/2023	26/10/2023	Noted	26/10 - Drawing updated.

2.04b	DR-A-2001	Drawing not in dropbox folder - please confirm if this drawing has been superceded?	GAA	12/06/2024			
2.05a	23004-GAA-A1-ZZ-DR-A-2101	Can detail locations be annotated on these drawings to understand where various details have been taken?	GAA	31/08/2023	13/09/2023	Not required - details are typical and repeated	
2.05b		Notes to East elevation are cropped off at edge of page.	GAA	31/08/2023		Noted	26/10 - Drawing updated. Notes still cropped at edge of page
2.06a	23004-GAA-A1-ZZ-DR-A-2104	Can detail locations be annotated on these drawings to understand where various details have been taken?	GAA	31/08/2023	13/09/2023	Not required - details are typical and repeated	
2.06b		Scope of work' note does not mention replacement of balcony decking (but this is noted on the drawing)	GAA	31/08/2023	26/10/2023	As agreed with client TBC	26/10 - Drawing updated.

	Details						
3.01a	23004-GAA-XX-XX-DR-A-2801	Drawing notes Valcan panel is 'fixed to existing frame' - how is ProcellaPro board and breather membrane installed behind existing frame and fixings?	GAA	31/08/2023	17/11/2023	The board and BM are not behind the existing frame and fixings	Drawing shows board behind the frame. What did opening up works for this area show? Is existing frame fixed back through existing combustibile board? 26/10 - Drawing updated, installation sequence explained. However note refers to Ceramapanel - Understood from Hart Dixon these are not to be used on the project due to DLUHC concerns? 17/11 - Hart Dixon confirmed on conference call that Ceramapanel can be used for privacy screens on balconies only. Hart Dixon to clarify this to DLUHC.
3.01b		The new façade is slightly deeper - has this been worked through and considered at all junctions with existing building below and external fixings - e.g. balcony and screens.	GAA	31/08/2023	13/09/2023	Yes	
3.01c		Unclear how Vitradual cladding terminates around existing privacy screen? Appears to be rivet fixed to NVFB - is this correct?	GAA	31/08/2023	26/10/2023	Frame to be removed and replaced after cladding install, then rivet fixed to NVFB	So how is replacement privacy screen fixed back to primary structure? 26/10 - Drawing updated, installation sequence explained on drawing.
3.01d		What is SFS frame of privacy screen fixed to? Please provide detail.	GAA	12/06/2024			
3.02a	23004-GAA-XX-XX-DR-A-2802	What does pink dashed line indicate?	GAA	31/08/2023	13/09/2023	Existing external line of cladding	Clarification - the pink dashed line, not the faint red dashed line - from notes in tracker this is 'assumed existing VCL'.
3.02b		So are windows to be temporarily removed during works, to install FR insulation packer and EPDM?	GAA	31/08/2023	26/10/2023	TBC on site detail shows removal option	What further information is required to decide this? If windows need to be removed in early March next year then residents may need to be moved out during the works - which may have significant implications. 26/10 - Drawing updated, windows and doors are to be retained in situ.
3.02c		Is 'New compressible insulation filling to existing window frame surround' non-combustible? What is the specification for this?	GAA	31/08/2023	26/10/2023	TBC	26/10 - Drawing updated, windows and doors are to be retained in situ, therefore compressible insulation to surround has been omitted.
3.02d		There appears to be a 20mm wide gap at the edge of the window reveal - is this intentional?	GAA	31/08/2023	13/09/2023	No gap intended	
3.02e		Vitrafix system notes 'thermal insulator vertical strips' to brackets - are these non-combustible?	GAA	31/08/2023	13/09/2023	Yes, forms part of vitradual approved installation	

3.02f		Cavity depth noted as 25mm deep - suggest 'maximum 25mm' is added to drawings, as any greater depth than 25mm will mean Siderise intumescent strip does not work.	GAA	31/08/2023	22/11/2023	Agreed	26/10 - note in Outline Specification section 2.2 states void is "minimum 25mm" - should this not be "maximum 25mm"? 22/11 - Corrected
3.02g		Who is Cladding Engineer - identified on note with Nvelope Aluminium rail carrier system?	GAA	12/06/2024			
3.02h		Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail?	GAA	12/06/2024			
3.02i		What is the pink and blue packer either side of window - no label?	GAA	12/06/2024			
3.03a	23004-GAA-XX-XX-DR-A-2803	Generally questions as above. Does window sill work with deeper cladding system or will these need to be replaced?	GAA	31/08/2023	13/09/2023	Yes	Understood to mean 'Yes - existing window sills retained'.
3.03b		Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail?	GAA	12/06/2024			
3.04a	23004-GAA-XX-XX-DR-A-2901	What does purple line shown on inside face of existing retained insulation indicate?	GAA	31/08/2023	13/09/2023	Assumed line of vapour barrier	
3.04b		Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail? Labelled at door sill level but not at head of openings.	GAA	12/06/2024			
3.04c		We were advised that site opening-up investigation revealed no cavity outside masonry construction below fifth floor level, but cavity is still shown within existing wall build up below/behind 5th floor balconies - please amend to show site condition (has been updated on detail 2902 and 2905 for example).	GAA	12/06/2024			
3.05a	23004-GAA-XX-XX-DR-A-2902	Rockwool Cavity barrier above existing balconies, with Siderise Open State Cavity fire stop immediately above it - these will presumably be interrupted where a level door threshold is required to acces the balcony - is a discontinuous cavity fire barrier acceptable to BV and BB7 in these locations?	GAA	31/08/2023	13/09/2023	Yes	
3.05b		What does purple line shown on inside face of existing retained insulation indicate?	GAA	31/08/2023	13/09/2023	Assumed line of vapour barrier	
3.05c		What is existing wall's construction below balcony? Appears to have a cavity? What is the underside of the balcony made of?	BB7	31/08/2023	30/04/2024	Outside scope of work, u/s of balcony is timber joist / steel support frame.	BB7 to share findings from site investigation (Item 1.12) and confirm they are satisfied that design successfully prevents any potential route for fire from below. 20/10 - Confirmed on conference call this area will require further review by BB7 and GAA when works are undertaken on site. 12/06 - Site investigation confirmed no cavity in existing construction below steelwork supporting new balcony. Fire barrier detail added to pack out web of steel.
3.05d		Underside of balcony shows blue board - not labelled, what is this? Is Rockwool visible from balcony below?	BB7	12/06/2024			
3.06a		Rockwool Cavity barrier above existing balconies, with Siderise Open State Cavity Fire Stop immediately above it - what is purpose of Open State Cavity Fire Stop here?	GAA	31/08/2023	13/09/2023	To maintain fire compartments	
3.06b		What is underside of balcony made of? Or is it open?	GAA	31/08/2023	13/09/2023	u/s of balcony is timber joist / steel support frame.	

3.06c	23004-GAA-XX-XX-DR-A-2903	Does Siderise VFB below balcony need to be installed closer to the edge of the floor structure to provide compartmentation(i.e. above the cladding bracket)?	GAA	31/08/2023	13/09/2023	No	
3.06d		BB7 comments (01/08/23) identify potential issue with structural fire resistance raised under a duty of care. Please advise what needs to be done to ensure the building is safe for residents.	BB7 / GAA	28/09/2023	06/06/2024		20/10 - Confirmed on conference call this area will require further review by BB7 and GAA when works are undertaken on site. 12/06 - BB7 and GAA agreed on design team workshop conference call on 06/06/24 that all necessary and reasonable actions had been taken to remediate the facade in terms of fire safety. Their site investigation had identified several inadequacies in the existing building's construction including lack of fire protection to the primary steelwork frame. BB7 confirmed it would not be possible to remediate these areas effectively without wholesale re-building of the top two floors. It was agreed that Hart Dixon would formally notify the Responsible Person of these existing defects to ensure the ongoing management of the building took this information into consideration.
3.06e		Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with <i>maximum</i> 25mm ventilation gap...'	GAA	12/06/2024			
3.07a	23004-GAA-XX-XX-DR-A-2904	Is Open State Cavity barrier required to top of parapet? Also - this appears to clash with cladding brackets, should be continuous?	GAA	31/08/2023	13/09/2023	Yes needed at parapet, and noted.	
3.07b		What is purple line within existing construction?	GAA	31/08/2023	13/09/2023	Assumed line of vapour barrier	
3.07c		Drawing superceded by 23004-GAA-A1-XX-DR-A-2904 - please confirm?	GAA	12/06/2024			
3.07d		Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with <i>maximum</i> 25mm ventilation gap...'	GAA	12/06/2024			
3.07e		Fire barrier shown on elevations around flue and rainwater outlet penetrations. There is no mention that this metal collar acts as a fire barrier - please confirm, along with relevant certification, its fire performance or with specific agreement from BB7 that this is an appropriate substitute for a fire barrier in these locations?	GAA	12/06/2024			
3.08a	23004-GAA-XX-XX-DR-A-2905	Is there any intrusive survey information for the area between balcony and bottom of doors? The concern is that people treading on the new sill will compress or dislodge the Rockwool fire barrier and push it into the cavity below.	GAA	31/08/2023	13/09/2023	typical condition has been opened up, little likelihood of FB moving	
3.08b		Please clarify how BB7 comments (01/08/23 and 06/10/23) have been addressed.	GAA	28/09/2023	30/04/2024		20/10 - Confirmed on conference call this area will require further review by BB7 and GAA when works are undertaken on site. 12/06 - Site investigation confirmed no cavity in existing construction below steelwork supporting new balcony. Fire barrier detail added to pack out web of steel.

3.08c		Underside of balcony shows blue board - not labelled, what is this? Is Rockwool visible from balcony below?	GAA	12/06/2024			
3.08d		Packer shown beneath existing door - appears to be same material as Rockwool insulation but not labelled. Is this fire barrier shown on elevations and if so, how is it installed?	GAA	12/06/2024			
3.09a	23004-GAA-XX-XX-DR-A-2906	Both Siderise NVFB and VFB are shown installed in close proximity - how does the cavity drain here?	GAA	31/08/2023	29/11/2023	Noted	01/11 - drawing is now 23004-GAA-A1-XX-DR-A-2910? 29/11/23 - Confirmed via email from GAA that this detail only occurs directly under balcony and therefore no need for draining cavity in this exact location. 12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2910
3.09b		Is VFB installed close enough proximity to compartment floor edge?	GAA	31/08/2023	13/09/2023	Yes	
3.09c		Window frame header missing?	GAA	31/08/2023	15/11/2023	Noted TBC	
3.10a	23004-GAA-XX-XX-DR-A-2907	Comments as 23004-GAA-XX-XX-DR-A-2904	GAA	31/08/2023	13/09/2023		01/11 - drawing is now 23004-GAA-A1-XX-DR-A-2909. 12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2904
3.10b		Detail of duct has 60mm Rockwool Duoslab, Section AA has 90mm. Please confirm which is correct and amend.	GAA	02/09/2023	29/05/2024		
3.11a	23004-GAA-A1-XX-DR-A-2908	Drawing refers to Ceramapanel - Hart Dixon have confirmed DLUHC do not want Ceramapanel used anywhere on project.	GAA	19/10/2023	17/11/2023		15/11 - drawing is now 23004-GAA-A1-XX-DR-A-2911 17/11 - Hart Dixon confirmed on conference call that Ceramapanel can be used for privacy screens on balconies only. Hart Dixon to clarify this to DLUHC. 12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2911
3.12a	23004-GAA-A1-XX-DR-A-2909	Comments as 23004-GAA-XX-XX-DR-A-2907	GAA	01/11/2023	29/05/2024		12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2904
3.13a	23004-GAA-A1-XX-DR-A-2910	Comments as 23004-GAA-XX-XX-DR-A-2906	GAA	15/11/2023	29/11/2023		
3.13b		Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with maximum 25mm ventilation gap...'	GAA	12/06/2024			
3.13c		Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail?	GAA	12/06/2024			
3.13d		What is the pink and blue packer under existing window - no label?	GAA	12/06/2024			
3.14a	23004-GAA-A1-XX-DR-A-2911	Comments as 23004-GAA-XX-XX-DR-A-2908	GAA	15/11/2023	17/11/2023		
3.14b		Please provide Structural engineer's designs and calculations for fixings and frame of privacy screens.	GAA/S&CD	12/06/2024			
3.14c		Please provide detail of connection to super structure from structural engineer.	GAA/S&CD	12/06/2024			
3.15a	23004-GAA-XX-XX-DR-A-2912	Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with <i>maximum</i> 25mm ventilation gap...'	GAA	12/06/2024			
	Other						

4.01a	Outline specification	Vitradual BBA certificate section 5.3 notes 'valid for at least 50mm air gaps/cavities between the panel and the substrate' - but the cavity here is 25mm - has this been confirmed as acceptable	GAA / BV	31/08/2023	13/09/2023	Yes, this has been reviewed by supplier	
4.01b		2.11 notes Ceramapanel - but Hart Dixon have noted that these are not to be used anywhere on the project due to concerns raised by DLUHC.	GAA	01/11/2023	17/11/2023		17/11 - Hart Dixon confirmed on conference call that Ceramapanel can be used for privacy screens on balconies only. Hart Dixon to clarify this to DLUHC.
4.01c		Section 2.2 and 3.b both note a 'minimum' ventilated void of 25mm, but doesn't the intumescent cavity barrier require a maximum cavity of 25mm?	GAA	01/11/2023	22/11/2023		22/11 - Corrected
4.01d		Section 4 refers to BB7 report 'TBC' - please confirm which report.	GAA	01/11/2023			
4.02	Condensation Risk Analysis	U-value report doesn't appear to assess Condensation Risk Analysis - will this be undertaken?	GAA	31/08/2023	13/05/2024	Noted for query	
4.03a	Other details	Will GAA be producing a plan detail of how the new cladding meets the two stair cores? In particular the window with narrow strip of cladding adjacent to south core.	GAA	31/08/2023	20/10/2023	Noted for query	20/10 - Confirmed on conference call that GAA do not think these details are required and will provide them during construction if this changes during site works.
4.03b		Will GAA be producing a detail through vent penetrations shown on compartment elevations	GAA	31/08/2023	28/09/2023	Yes	Added to 23004-GAA-A1-XX-DR-A-2907
4.04a	BB7 Comments to GAA Drawings	Notes to details 2902 / 2903 identify scope gap - flagged out of a duty of care by fire engineer - what needs to be done to address this issue?	Hart Dixon	28/09/2023	06/06/2024		20/10 - confirmed on conference call that these areas will be reviewed in more detail on site and a recommendation will be made by BB7/GAA for the best way to make these areas safe. 06/06 - confirmed on conference call that Hart Dixon would notify Responsible Person of the inherent defects with respect to the existing structure's fire protection so they can undertake duty of care with respect to the building's ongoing management.
4.04b		EWS1 v3 requires a PAS9980 assessment - has this been undertaken?	BB7	28/09/2023			20/10 - BB7 confirmed that this will be issued at the end of the project.
4.04c		Note that structural fire resistance of the timber frame is outside of BB7's scope, but that designer (GAA) should consider this. Is this acceptable to GAA? Have BB7 confirmed that timber structural frame is sufficiently encapsulated by proposals?	GAA / BB7	28/09/2023			20/10 - confirmed on conference call that these areas will be reviewed in more detail on site and a recommendation will be made by BB7/GAA for the best way to make these areas safe.

Site Address:	Employer:	Employer's Agent:	Description of Work:
Spectrum. 22 Freshwater Road, RM8 1EH	ARINIUM LIMITED	HartDixon LLP, 14 Devonshire Square, London EC2M 4YT	Cladding Remediation Works at the Spectrum Building

Contractor/Address:	Project No:
FLEETWOOD ARCHITECTURAL ALUMINIUM LIMITED	20644
Fleetwood House	Issue Date:
480 Bath Road	30/05/2024
Slough	Contract Date:
	04/10/2023
	Instruction No:
	1
	(One)

The Contract sum will be adjusted where applicable in accordance with the relevant clause.

Item	Instruction	Omit	Add
1.1	As discussed on site 30/05/24 please place a temporary hold on remaining cladding works that may become abortive should additional treatment be required to seal the void discovered below roof level. Please proceed with investigations to determine if the void will adversely affect the EWS 1 and, if so, the required additional remediation. Delay and resulting cost to be agreed	£ -	£ -
Circulation List:		Approximate value of this instruction	£ -
Contractor ✓		Approximate value of previous instructions	£ -
Employer ✓		Sub-Total	£ -
Development Manager ✓		Contract Sum	£ 4,888,755.86
Quantity Surveyor ✓		Approximate Adjusted Total	£ 4,888,755.86
<div><div></div><div></div></div> <div>Signature of Employers Agent from HartDixon LLP</div>			

Site Address:	Employer:	Employer's Agent:	Description of Work:
Spectrum. 22 Freshwater Road, RM8 1EH	ARINIUM LIMITED	HartDixon LLP, 14 Devonshire Square, London EC2M 4YT	Cladding Remediation Works at the Spectrum Building

Contractor/Address:	Project No:
FLEETWOOD ARCHITECTURAL ALUMINIUM LIMITED	20644
Fleetwood House	Issue Date:
480 Bath Road	10/06/2024
Slough	Contract Date:
	04/10/2023
	Instruction No:
	2
	(Two)

The Contract sum will be adjusted where applicable in accordance with the relevant clause.

Item	Instruction	Omit	Add
2.1	Further to advice received from the fire engineer at the meeting on 6 June 2024 please recommence any works placed on hold in accordance with EAI 1. Any delay and resulting cost to be agreed.	£ -	£ -
Circulation List:		Approximate value of this instruction	£ -
Contractor ✓		Approximate value of previous instructions	£ -
Employer ✓		Sub-Total	£ -
Development Manager ✓		Contract Sum	£ 4,888,755.86
Quantity Surveyor ✓		Approximate Adjusted Total	£ 4,888,755.86
<div><div></div><div>Signature of Employers Agent from HartDixon LLP</div></div>			

Compliance Inspector Monitoring Report

Spectrum, Dagenham
Construction Monitoring Report

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Prepared by Woldon Architects

Report Date: [25/07/2024]

Ref: 2307_240725_Monitoring Report _03

Section 1: Overview

Arinium Ltd (Applicant) has submitted an application to the Building Safety Fund for public funding to address life critical fire safety risks at Spectrum Building, 22 Freshwater Road, Dagenham, Essex RM8 1EH (Building) ('the Project').

Fleetwood Architectural Aluminium (Contractor) has been appointed for this purpose and remedial work to implement the recommendations contained within a Fire Risk Assessment of External Works (or FRAEW) has commenced and is ongoing. These necessary public safety works are being undertaken for the benefit of residents and all leaseholders in the Building.

The Applicant has commissioned Woldon Architects to act as a Compliance Inspector in relation to the Project, as defined and set out in further detail in a grant funding agreement (GFA) entered into between the Applicant, the Department for Levelling Up, Housing and Communities (DLUHC) and either Homes England or The GLA (as applicable) to undertake the duties set out below.

This report has been prepared following notification from the Project Manager that the project expenditure would shortly exceed 60% of the GFA amount.

Section 2: Compliance Inspector Instruction

The Applicant has commissioned Woldon Architects to act as a Compliance Inspector in relation to the Project as further detailed in the GFA and specified in the works contract signed with the Contractor, to undertake the following duties:

- Duty 1: inspect the works being undertaken by the Contractor at the Building at key milestone points (being those specified in the template reporting format set out below);
- Duty 2: assess Project compliance with:
 - the design specification and requirements set out in any building contract signed with the Contractor (Works Contract);
 - the Building Safety Fund published online guidance (Guidance); and
 - Good Industry Practice .
- Duty 3: where additional works are necessary to ensure compliance to make appropriate recommendations in any Compliance Report issued.
- Duty 4: certify to DLUHC and either Homes England or The GLA (as applicable) when producing and submitting a Compliance Report that the Compliance Inspector has been appointed by the Applicant independently from the Contractor or any other professional consultant with material design responsibility for all or any material part of the Project.

Section 3: Compliance Report

As per schedule 1 of the Design Reviewer Appointment:

Item 1 "Attend meetings as required to understand the scope of remedial works required to address the fire safety deficiencies or any other fire safety issues to the external cladding that reasonably become apparent during the course of these services."

Item 2 "Review the Building Regulations approval for the proposed works. Review the Full Plans Approval or a Plans Certificate prior to Works starting on Site or (where a Design and Build contract is to be used) review to see that Full Plans Approval or plans certificate has been obtained at completion of the Royal Institute of British Architects (RIBA) Stage 4b. It should be noted that it is only the works being undertaken to rectify the deficiencies to the external cladding that will be assessed for compliance with the Building Regulations. The Consultant is not assessing or determining any potential deficiencies or non-compliances with any other aspect of the building."

Woldon have attended design review meetings on:

- 20/10/23
- 22/05/24
- 06/06/24

Woldon attended the pre-start site meeting on:

- 17/11/23

Woldon have attended site meetings on:

- 05/02/24
- 04/03/24
- 08/04/24
- 06/05/24
- 08/07/24

Woldon have reviewed the Plans Certificate - B23045923 (dated 10th October 2023) and the Plan Assessment Tracker issue 5 (issued on 9th February 2024) from Bureau Veritas and note this confirms all items are Approved by Bureau Veritas.

It is noted that further design information revisions were issued on the 30th April 2024 and 21st/29th May 2024. We have requested that these are reviewed by the Approved Inspector in due course and included in the next Plan Assessment Tracker issue.

As a result of these Woldon have a good understanding of the scope of remedial works required to address the fire safety deficiencies of the external cladding.

Section 3: Compliance Report

Item 3 "Review to see that approval for the proposed works from the Local Authority Planning Department has been obtained and that the design of the Works is in accordance with such planning approval."

and:

Item 4 "If planning permission is required, review a copy of the formal planning approval once obtained. If planning permission is not required, review to see that formal written evidence has been obtained supporting this."

Item 5 "Review the requirement for and see that statutory approvals required for the Works (which may include highways, Network Rail, utilities providers etc.) have been obtained."

Woldon have reviewed 23/00663/FULL planning application which describes the works proposed here and can confirm that the design of the works is in accordance with this planning approval.

FAA confirmed on a conference call on 17/11/23 that there are no Statutory Approvals required on this project.

Woldon have received confirmation that Condition 4 (the pre-commencement condition regarding the CEMP) was submitted on 29/11/23. This was discharged on 08/01/24 via application number 23/01805/AOD.

Section 3: Compliance Report

Item 6 "Review the design of the Works (which shall include the Employer's Requirements in the Building Contract and the Specification in the Building Contract) produced by the Project Consultants, the Contractor, specialist contractors and/or suppliers with design responsibilities as appointed by the Client or the Contractor, for compliance with the Project Agreements, all relevant guidance, BSF/DLUHC publications and guidance."

Woldon have reviewed the design of the works as produced by GAA. Woldon have produced a tracker of comments and queries to confirm the proposals are in accordance with the relevant guidance. This tracker is currently based on the latest GAA design information uploaded to the dropbox shared folder at the time of issue of this report. The tracker is addended to this report.

Woldon are currently awaiting final confirmation from Bureau Veritas and BB7 that the design proposals are compliant with all relevant guidance and BSF/DLUHC publications, or have otherwise been suitably mitigated.

Item 7 "Review the design of the Works for compliance with any relevant fire regulation, Building Regulation, Act of Parliament, any instrument, rule or order made under any Act of Parliament, or any regulation or by-law of any Local Authority or of any statutory undertaking which become known within your profession and has jurisdiction with regard to the Works which may affect the design."

Woldon are awaiting finalised design information as described in the tracker and this report. The Plan Assessment Tracker 05 produced by Bureau Veritas indicates that all areas of the design were approved as compliant with the Building Regulations in February 2024, but this will need to be updated to the latest drawing information.

The current proposals, pending several clarifications, appear to comply with the relevant fire regulations and Building Regulations as described above.

Section 4: Compliance Inspector Sign Off

Signed by Compliance Inspector:

[Redacted Signature]

Date: 25/07/24

Contact Details:

[Redacted Contact Details]

[Redacted Contact Details]

Review Tracker				Rev.	J		
				Date	25/07/2024		
No.	ORIGIN	QUERY	ACTION	DATE RAISED	DATE CLOSED	COMMENTS	WOLDON COMMENTS
	General						
1.01		Reviewing FAA-C712-6100-001 - is there a more recent up to date programme (this programme ended in May 2023)	FAA	31/08/2023	13/09/2023		Revised Programme received - Construction to run from December 2023 to July 2024.
1.02a		Has Planning Consent been achieved or exemption agreed with Local Authority? (PCSA deliverable - see HD brief on 13/01/22)	FAA / GAA	31/08/2023	13/09/2023		23/00663/FULL - Granted
1.02b		Has CEMP been submitted (pre-commencement condition 4)	FAA	13/09/2023	29/11/2023		20/10 - confirmed as underway on conference call - awaiting confirmation of submission. 29/11/23 - confirmation from GAA via email that CEMP has been submitted.
1.03		Please share Building Control comments from 19/04 and Full plans approval from 18/05 (dates based on FAA programme above)	BV	31/08/2023	20/10/2023	Awaiting final responses from Bureau Veritas	16/10 - Approved Inspector tracker and Plans Certificate received from Bureau Veritas but errors noted by local authority. 20/10 - update issued
1.04		Ark Sustainability EWS1 report on the dropbox has 'DRAFT' on it - please can the final report be uploaded and shared.	Hart Dixon	31/08/2023	01/11/2023		01/11 - Ark report received.
1.05		Buroashe Fire Safety report section 6.1 from 17/12/20 notes 'short-term actions' including 'confirm that the junction between the existing external wall and the existing structural floor is adequate to ensure compartmentation' - please confirm this has happened.	Hart Dixon	31/08/2023	01/11/2023		01/11 - BB7 Remediation Scoping Report notes it does not consider further interim measures necessary as long as works are undertaken prior to 23/08/24. No confirmation from building manager received.
1.06		Buroashe Fire Safety report section 6.2 offers 3 options for medium-term actions. Have one of these options been implemented, if so, which?	Hart Dixon	31/08/2023	01/11/2023		
1.07		Please provide findings of FAA's intrusive site survey undertaken between 20-24/02/23 (dates based on FAA programme)	FAA	31/08/2023	13/09/2023	Refer to email report sent to GAA on 08/03/23. GAA confirmed the survey findings aligned with the design.	
1.08a		Please provide Holistic Fire Safety Review by BB7 from 03/04/23 (dates based on FAA programme)	FAA / BB7	31/08/2023	20/10/2023	Refer to BB7 remediation scoping document	Please confirm which document? 20/10 - Understood that this is the 2023-08-24 BB-RSR-15751BC - Spectrum Dagenham - 03 Remediation Scoping Report from 24/08/23
1.08b		Please confirm structural engineer has reviewed structural frame and confirmed that OSB can be safely replaced without affecting frame's performance - as recommended in BB7 Remediation Scoping Report (section 5.1.4).	S&CD / GAA	01/11/2023	22/11/2023		15/11 - S&CD Calculations for new panels calculating weight and wind load previously received and reviewed - the question is specifically to confirm that the building does not rely on the OSB providing structural reinforcement to the timber frame, so that it can be safely removed. 22/11 - confirmation recieved from S&CD via email
1.09a		Please provide Structural Façade comments from 12/04/23 (dates based on FAA programme) (wind load calculations and existing structural information from 2013 noted on the dropbox - please provide comment from Structural Engineer on proposals which confirm existing timber frame can withstand new loadings, and confirmation of specification, location and number of fixings, as well as structural design for new balcony steels and floors etc.)	FAA	31/08/2023	13/09/2023	Refer to attached structural engineer's report	13/09 - Spectrum Timber Frame Resistance Calculations (date of issue 12/06/23) received - Still refers to Ceramapanel. This report appears to confirm that existing timber stud spacing is sufficient for wind loading report.

1.09b		Please confirm no structural input required for the works to the balconies?	S&CD / FAA	13/09/2023	23/07/2024		23/07 - structural input is required and S&CD have been involved in design of balcony decks, connections of handrails and fixings for privacy screens. Woldon have requested further information on this - see items 3.01d, 3.14b and 3.14c.
1.10		Have Statutory Approvals required for the works (e.g. highways, utilities) been issued? Please share these.	FAA	31/08/2023	17/11/2023	Please clarify what is required here?	Examples include parking bay suspension licences, scaffolding oversailing licences, highway closures & any statutory approvals required for the works by Network Rail, utility providers, etc. BSF requires that the Compliance Inspector reviews these. 20/10 - Following conference call FAA have confirmed these would be progressed once they had received the Scaffolder's proposals. 17/11 - Confirmed by FAA on conference call that none are required
1.11		U-value calculator report by Elmhurst Energy (in dropbox folder) is based on Valcan Ceramapanel - but Outline Specification notes latest issue replaced Ceramapanel with Vitradual - does U-Value report need to be updated to final drawing information?	GAA	31/08/2023	13/09/2023	Refer p8 of 8 of the report in which the 3mm Aluminium sheet option is assessed	
1.12		BB7 Survey Location Proposal (02/06/23) identifies areas for opening-up works - please share the survey findings and conclusions?	BB7	31/08/2023	20/10/2023	BB7 to provide this	20/10 - received from Hart Dixon
1.13		Is there a building control tracker document?	BV	31/08/2023	20/10/2023	Bureau Veritas to provide this	20/10 - received - all items confirmed as Approved.
	GA Elevations GA Plans						
2.01a	23004-GAA-A1-05- DR-A-0401	What is the requirement/purpose of the 3no CSFB at either end of the east elevation?	GAA	31/08/2023	20/10/2023	Enclosing of compartments	But there don't appear to be compartments in these 3 locations? 20/10 - confirmed on conference call as additional protection. Not required for compartment walls.
2.01b		Are CSFBs adjacent to solid concrete block walls of the stair cores (east side of stair cores) required? Are these not suitably encapsulated?	GAA	31/08/2023	13/09/2023	All cladding solutions are independent of existing envelope conditions.	
2.01c		Can grid lines from elevation be added to plans for ease of reference?	GAA	31/08/2023	13/09/2023	Not required	
2.01d		North façade on 5th floor does not show external wall (green fill) - drawing error?	GAA	12/06/2024	03/07/2024	03/07 - Drawing is ammended and uploaded into the DropBox	
2.02a	23004-GAA-A1-XX- DR-A-2102	Scoping drawing could be clearer - hatch or coloured box to describe full extent?	GAA	31/08/2023	13/09/2023	Not required	
2.02b		Note regarding removal of existing cladding - to what depth? Insulation retained?	GAA	31/08/2023	13/09/2023	Refer details	Understood that insulation between timber frame is retained, sheathing board replaced.
2.03a	23004-GAA-A1-ZZ-	Is open state fire barrier to top of roof terrace balcony wall required?	GAA	31/08/2023	13/09/2023	Yes	Noted that the other open state fire barrier has now been omitted in accordance with BB7 comments.
2.03b		Noted that horizontal cavity barrier now steps below balcony in accordance with BB7 recommendation, however south elevation left hand balcony on 6th floor has been missed on drawing.	GAA	28/09/2023	26/10/2023		26/10 - Drawing updated.
2.03c		Drawing re-named 23004-GAA-A1-XX-DR-A-0402 - please confirm?	GAA	12/06/2024	03/07/2024	03/07 - We confirm drawing 23004-GAA-A1-ZZ-DR-A-0402 is re-named to 23004-GAA-A1-xx-DR-A-0402	

2.03d	DR-A-0402	Drawing shows fire barriers around boiler flue vents and rainwater pipe outlets (south elevation, above roof deck level, and west elevation into hopper). Are both of these details using the same solution (shown on 23004-GAA-A1-XX-DR-A-2904)?	GAA	12/06/2024		03/07 - The fire barrier shown on the elevations are air vent pipe, not boiler flue vents. For this we using Rytons product as per 23004-GAA-A1-XX-DR-A-2904. Regarding the rain water pipe outlets, external roofing company sourced by the building management company are resolving this detail on site.	23/07 - What is the fire proofing detail around the RWP penetrations? This is still within scope of façade/GAA, even if the rainwater goods are by others - Please confirm coordinated detail/solution for this area? If encapsulated please also provide confirmation from BB7 that they approve of strategy.
2.04a	23004-GAA-A1-ZZ-	Cladding at north west corner return to stair core missing orange/green hatch.	GAA	31/08/2023	26/10/2023	Noted	26/10 - Drawing updated.
2.04b	DR-A-2001	Drawing not in dropbox folder - please confirm if this drawing has been superceded?	GAA	12/06/2024	03/07/2024	03/07 - Drawing is uploaded into dropbox.	
2.05a	23004-GAA-A1-ZZ-	Can detail locations be annotated on these drawings to understand where various details have been taken?	GAA	31/08/2023	13/09/2023	Not required - details are typical and repeated	
2.05b	DR-A-2101	Notes to East elevation are cropped off at edge of page.	GAA	31/08/2023	03/07/2024	03/07 - Drawing is ammended and uploaded into the DropBox	26/10 - Drawing updated. Notes still cropped at edge of page
2.06a	23004-GAA-A1-ZZ-	Can detail locations be annotated on these drawings to understand where various details have been taken?	GAA	31/08/2023	13/09/2023	Not required - details are typical and repeated	
2.06b	DR-A-2104	Scope of work' note does not mention replacement of balcony decking (but this is noted on the drawing)	GAA	31/08/2023	26/10/2023	As agreed with client TBC	26/10 - Drawing updated.

	Details						
3.01a	23004-GAA-XX-XX-DR-A-2801	Drawing notes Valcan panel is 'fixed to existing frame' - how is ProcellaPro board and breather membrane installed behind existing frame and fixings?	GAA	31/08/2023	17/11/2023	The board and BM are not behind the existing frame and fixings	Drawing shows board behind the frame. What did opening up works for this area show? Is existing frame fixed back through existing combustible board? 26/10 - Drawing updated, installation sequence explained. However note refers to Ceramapanel - Understood from Hart Dixon these are not to be used on the project due to DLUHC concerns? 17/11 - Hart Dixon confirmed on conference call that Ceramapanel can be used for privacy screens on balconies only. Hart Dixon to clarify this to DLUHC.
3.01b		The new façade is slightly deeper - has this been worked through and considered at all junctions with existing building below and external fixings - e.g. balcony and screens.	GAA	31/08/2023	13/09/2023	Yes	
3.01c		Unclear how Vitradual cladding terminates around existing privacy screen? Appears to be rivet fixed to NVFB - is this correct?	GAA	31/08/2023	26/10/2023	Frame to be removed and replaced after cladding install, then rivet fixed to NVFB	So how is replacement privacy screen fixed back to primary structure? 26/10 - Drawing updated, installation sequence explained on drawing.

3.01d		What is SFS frame of privacy screen fixed to? Please provide detail.	GAA	12/06/2024	03/07/2024	03/07 - The SFS frame of privacy screen is fixed to the balcony to balcony steel frame. For the top floor, the vertical SFS frame connect to the steel balcony frame and return towards to the main building structure for a connection at the top.	
3.02a	23004-GAA-XX-XX-DR-A-2802	What does pink dashed line indicate?	GAA	31/08/2023	13/09/2023	Existing external line of cladding	Clarification - the pink dashed line, not the faint red dashed line - from notes in tracker this is 'assumed existing VCL'.
3.02b		So are windows to be temporarily removed during works, to install FR insulation packer and EPDM?	GAA	31/08/2023	26/10/2023	TBC on site detail shows removal option	What further information is required to decide this? If windows need to be removed in early March next year then residents may need to be moved out during the works - which may have significant implications. 26/10 - Drawing updated, windows and doors are to be retained in situ.
3.02c		Is 'New compressible insulation filling to existing window frame surround' non-combustible? What is the specification for this?	GAA	31/08/2023	26/10/2023	TBC	26/10 - Drawing updated, windows and doors are to be retained in situ, therefore compressible insulation to surround has been omitted.
3.02d		There appears to be a 20mm wide gap at the edge of the window reveal - is this intentional?	GAA	31/08/2023	13/09/2023	No gap intended	
3.02e		Vitrafix system notes 'thermal insulator vertical strips' to brackets - are these non-combustible?	GAA	31/08/2023	13/09/2023	Yes, forms part of vitradual approved installation	
3.02f		Cavity depth noted as 25mm deep - suggest 'maximum 25mm' is added to drawings, as any greater depth than 25mm will mean Siderise intumescent strip does not work.	GAA	31/08/2023	22/11/2023	Agreed	26/10 - note in Outline Specification section 2.2 states void is "minimum 25mm" - should this not be "maximum 25mm"? 22/11 - Corrected
3.02g		Who is Cladding Engineer - identified on note with Nvelope Aluminium rail carrier system?	GAA	12/06/2024	03/07/2024	03/07 - FAA is the cladding engineer.	
3.02h		Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail?	GAA	12/06/2024	24/07/2024	03/07 - As shown in our drawing, the Galvanised Steel Cavity Barrier angle with minium 0.5mm thick act as a fire barrier around openings.	24/07 - Written confirmation from BB7 that this is an acceptable product to use as a fire barrier in this location forwarded by GAA.
3.02i		What is the pink and blue packer either side of window - no label?	GAA	12/06/2024	03/07/2024	03/07 - We have amended our drawing and uploaded into the DropBox as the packer around the windows remain as per existing. Any gap between the window and the SFS/sheathing board will be encapsulated by the class B epdm bracing the window frame and sheathing board.	
3.03a	23004-GAA-XX-XX-DR-A-2803	Generally questions as above. Does window sill work with deeper cladding system or will these need to be replaced?	GAA	31/08/2023	13/09/2023	Yes	Understood to mean 'Yes - existing window sills retained'.
3.03b		Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail?	GAA	12/06/2024	24/07/2024	03/07 - As shown in our drawing, the Galvanised Steel Cavity Barrier angle with minium 0.5mm thick act as a fire barrier around openings.	24/07 - Written confirmation from BB7 that this is an acceptable product to use as a fire barrier in this location forwarded by GAA.
3.04a		What does purple line shown on inside face of existing retained insulation indicate?	GAA	31/08/2023	13/09/2023	Assumed line of vapour barrier	

3.04b	23004-GAA-XX-XX-DR-A-2901	Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail? Labelled at door sill level but not at head of openings.	GAA	12/06/2024	24/07/2024	03/07 - As shown in our drawing, the Galvanised Steel Cavity Barrier angle with minium 0.5mm thick act as a fire barrier around openings.	24/07 - Written confirmation from BB7 that this is an acceptable product to use as a fire barrier in this location forwarded by GAA.
3.04c		We were advised that site opening-up investigation revealed no cavity outside masonry construction below fifth floor level, but cavity is still shown within existing wall build up below/behind 5th floor balconies - please amend to show site condition (has been updated on detail 2902 and 2905 for example).	GAA	12/06/2024	03/07/2024	03/07 - Drawing is ammended and uploaded into the DropBox	
3.05a	23004-GAA-XX-XX-DR-A-2902	Rockwool Cavity barrier above existing balconies, with Siderise Open State Cavity fire stop immediately above it - these will presumably be interrupted where a level door threshold is required to acces the balcony - is a discontinuous cavity fire barrier acceptable to BV and BB7 in these locations?	GAA	31/08/2023	13/09/2023		
3.05b		What does purple line shown on inside face of existing retained insulation indicate?	GAA	31/08/2023	13/09/2023	Assumed line of vapour barrier	
3.05c		What is existing wall's construction below balcony? Appears to have a cavity? What is the underside of the balcony made of?	BB7	31/08/2023	30/04/2024	Outside scope of work, u/s of balcony is timber joist / steel support frame.	BB7 to share findings from site investigation (item 1.12) and confirm they are satisfied that design successfully prevents any potential route for fire from below. 20/10 - Confirmed on conference call this area will require further review by BB7 and GAA when works are undertaken on site. 12/06 - Site investigation confirmed no cavity in existing construction below steelwork supporting new balcony. Fire barrier detail added to pack out web of steel.
3.05d		Underside of balcony shows blue board - not labelled, what is this? Is Rockwool visible from balcony below?	BB7	12/06/2024	03/07/2024	03/07 - The underside of the balcony shown in blue is Steel Structure, not board.	
3.06a		Rockwool Cavity barrier above existing balconies, with Siderise Open State Cavity Fire Stop immediately above it - what is purpose of Open State Cavity Fire Stop here?	GAA	31/08/2023	13/09/2023	To maintain fire compartments	
3.06b		What is underside of balcony made of? Or is it open?	GAA	31/08/2023	13/09/2023	u/s of balcony is timber joist / steel support frame.	
3.06c		Does Siderise VFB below balcony need to be installed closer to the edge of the floor structure to provide compartmentation(i.e. above the cladding bracket)?	GAA	31/08/2023	13/09/2023	No	

3.06d	23004-GAA-XX-XX-DR-A-2903	BB7 comments (01/08/23) identify potential issue with structural fire resistance raised under a duty of care. Please advise what needs to be done to ensure the building is safe for residents.	BB7 / GAA	28/09/2023	06/06/2024		20/10 - Confirmed on conference call this area will require further review by BB7 and GAA when works are undertaken on site. 12/06 - BB7 and GAA agreed on design team workshop conference call on 06/06/24 that all necessary and reasonable actions had been taken to remediate the facade in terms of fire safety. Their site investigation had identified several inadequacies in the existing building's construction including lack of fire protection to the primary steelwork frame. BB7 confirmed it would not be possible to remediate these areas effectively without wholesale re-building of the top two floors. It was agreed that Hart Dixon would formally notify the Responsible Person of these existing defects to ensure the ongoing management of the building took this information into consideration.
3.06e		Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with <i>maximum</i> 25mm ventilation gap...'	GAA	12/06/2024		03/07 - As per Siderise RH50 30/30, the required maximum gap is 50mm ventilation gap, not 25mm as shown in our note. We have amended the drawing and uploaded into the Dropbox.	23/07 - Please provide certification for Siderise product confirming test data performance when used with a 50mm cavity, or alternatively adjust installation of cavity barriers so only 25mm deep cavity remains (instead of 38mm deep cavity as shown on drawing). EWCL certificate on dropbox expired last October.
3.07a	23004-GAA-XX-XX-DR-A-2904	Is Open State Cavity barrier required to top of parapet? Also - this appears to clash with cladding brackets, should be continuous?	GAA	31/08/2023	13/09/2023	Yes needed at parapet, and noted.	
3.07b		What is purple line within existing construction?	GAA	31/08/2023	13/09/2023	Assumed line of vapour barrier	
3.07c		Drawing superceded by 23004-GAA-A1-XX-DR-A-2904 - please confirm?	GAA	12/06/2024	03/07/2024	03/07 - We confirm drawing 23004-GAA-XX-XX-DR-A-2904 is superceded by 23004-GAA-A1-XX-DR-A-2904.	
3.07d		Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with <i>maximum</i> 25mm ventilation gap...'	GAA	12/06/2024		03/07 - As per Siderise RH50 30/30, the required maximum gap is 50mm ventilation gap, not 25mm as shown in our note. We have amended the drawing and uploaded into the Dropbox.	23/07 - Please provide certification for Siderise product confirming test data performance when used with a 50mm cavity, or alternatively adjust installation of cavity barriers so only 25mm deep cavity remains (instead of 38mm deep cavity as shown on drawing). EWCL certificate on dropbox expired last October.
3.07e		Fire barrier shown on elevations around flue and rainwater outlet penetrations. There is no mention that this metal collar acts as a fire barrier - please confirm, along with relevant certification, its fire performance or with specific agreement from BB7 that this is an appropriate substitute for a fire barrier in these locations?	GAA	12/06/2024	24/07/2024	03/07 - We have consulted with BB7 and shared Rytons Golden Thread information and they are satisfied.	24/07 - Written confirmation from BB7 that this is an acceptable product to use as a fire barrier in this location forwarded by GAA.
3.08a		Is there any intrusive survey information for the area between balcony and bottom of doors? The concern is that people treading on the new sill will compress or dislodge the Rockwool fire barrier and push it into the cavity below.	GAA	31/08/2023	13/09/2023	typical condition has been opened up, little likelihood of FB moving	

3.08b	23004-GAA-XX-XX-DR-A-2905	Please clarify how BB7 comments (01/08/23 and 06/10/23) have been addressed.	GAA	28/09/2023	30/04/2024		20/10 - Confirmed on conference call this area will require further review by BB7 and GAA when works are undertaken on site. 12/06 - Site investigation confirmed no cavity in existing construction below steelwork supporting new balcony. Fire barrier detail added to pack out web of steel.
3.08c		Underside of balcony shows blue board - not labelled, what is this? Is Rockwool visible from balcony below?	GAA	12/06/2024	03/07/2024	03/07 - The underside of the balcony shown in blue is Steel Structure, not board.	
3.08d		Packer shown beneath existing door - appears to be same material as Rockwool insulation but not labelled. Is this fire barrier shown on elevations and if so, how is it installed?	GAA	12/06/2024	03/07/2024	03/07 - We have amended our drawing and uploaded into the DropBox as the packer around the windows remain as per existing. Any gap between the window and the SFS/sheathing board will be encapsulated by the class B epdm bracing the window frame and sheathing board.	
3.09a	23004-GAA-XX-XX-DR-A-2906	Both Siderise NVFB and VFB are shown installed in close proximity - how does the cavity drain here?	GAA	31/08/2023	29/11/2023	Noted	01/11 - drawing is now 23004-GAA-A1-XX-DR-A-2910? 29/11/23 - Confirmed via email from GAA that this detail only occurs directly under balcony and therefore no need for draining cavity in this exact location. 12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2910
3.09b		Is VFB installed close enough proximity to compartment floor edge?	GAA	31/08/2023	13/09/2023	Yes	
3.09c		Window frame header missing?	GAA	31/08/2023	15/11/2023	Noted TBC	
3.10a	23004-GAA-XX-XX-DR-A-2907	Comments as 23004-GAA-XX-XX-DR-A-2904	GAA	31/08/2023	13/09/2023		01/11 - drawing is now 23004-GAA-A1-XX-DR-A-2909. 12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2904
3.10b		Detail of duct has 60mm Rockwool Duoslab, Section AA has 90mm. Please confirm which is correct and amend.	GAA	02/09/2023	29/05/2024		
3.11a	23004-GAA-A1-XX-DR-A-2908	Drawing refers to Ceramapanel - Hart Dixon have confirmed DLUHC do not want Ceramapanel used anywhere on project.	GAA	19/10/2023	17/11/2023		15/11 - drawing is now 23004-GAA-A1-XX-DR-A-2911 17/11 - Hart Dixon confirmed on conference call that Ceramapanel can be used for privacy screens on balconies only. Hart Dixon to clarify this to DLUHC. 12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2911
3.12a	23004-GAA-A1-XX-DR-A-2909	Comments as 23004-GAA-XX-XX-DR-A-2907	GAA	01/11/2023	29/05/2024		12/06 - Drawing is now 23004-GAA-A1-XX-DR-A-2904
3.13a	23004-GAA-A1-XX-DR-A-2910	Comments as 23004-GAA-XX-XX-DR-A-2906	GAA	15/11/2023	29/11/2023		
3.13b		Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with maximum 25mm ventilation gap...'	GAA	12/06/2024		03/07 - As per Siderise RH50 30/30, the required maximum gap is 50mm ventilation gap, not 25mm as shown in our note. We have amended the drawing and uploaded into the Dropbox.	23/07 - Please provide certification for Siderise product confirming test data performance when used with a 50mm cavity, or alternatively adjust installation of cavity barriers so only 25mm deep cavity remains (instead of 38mm deep cavity as shown on drawing). EWCL certificate on dropbox expired last October.
3.13c		Fire barriers around window openings labelled on GA plan and Elevation but not clear on detail?	GAA	12/06/2024	24/07/2024	03/07 - As shown in our drawing, the Galvanised Steel Cavity Barrier angle with minimum 0.5mm thick act as a fire barrier around openings.	24/07 - Written confirmation from BB7 that this is an acceptable product to use as a fire barrier in this location forwarded by GAA.

3.13d		What is the pink and blue packer under existing window - no label?	GAA	12/06/2024	03/07/2024	03/07 - We have amended our drawing and uploaded into the DropBox as the packer arround the windows remain as per existing. Any gap between the window and the SFS/sheathing board will be encapsulated by the class B epdm bracing the window frame and sheathing board.	
3.14a	23004-GAA-A1-XX-DR-A-2911	Comments as 23004-GAA-XX-XX-DR-A-2908	GAA	15/11/2023	17/11/2023		
3.14b		Please provide Structural engineer's designs and calculations for fixings and frame of privacy screens.	GAA/S&CD	12/06/2024	03/07/2024	03/07 - Structural callculations uploaded into Dropbox	
3.14c		Please provide detail of connection to super structure from structural engineer.	GAA/S&CD	12/06/2024	03/07/2024	03/07 - Structural callculations uploaded into Dropbox	
3.15a	23004-GAA-XX-XX-DR-A-2912	Siderise RH50 30/30 label is inconsistent with drawing. Open State Fire Stop on drawings does not project out into 38mm cavity - shown flush with insulation. Also recommend note is amended to 'with <i>maximum</i> 25mm ventilation gap...'	GAA	12/06/2024		03/07 - As per Siderise RH50 30/30, the requied maximum gap is 50mm ventelation gap, not 25mm as shown in our note. We have amended the drawing and uploaded into the Dropbox.	23/07 - Please provide certification for Siderise product confirming test data performance when used with a 50mm cavity, or alternatively adjust installation of cavity barriers so only 25mm deep cavity remains (instead of 38mm deep cavity as shown on drawing). EWCL certificate on dropbox expired last October.

	Other						
4.01a	Outline specification	Vitradual BBA certificate section 5.3 notes 'valid for at least 50mm air gaps/cavities between the panel and the substrate' - but the cavity here is 25mm - has this been confirmed as acceptable	GAA / BV	31/08/2023	13/09/2023	Yes, this has been reviewed by supplier	
4.01b		2.11 notes Ceramapanel - but Hart Dixon have noted that these are not to be used anywhere on the project due to concerns raised by DLUHC.	GAA	01/11/2023	17/11/2023		17/11 - Hart Dixon confirmed on conference call that Ceramapanel can be used for privacy screens on balconies only. Hart Dixon to clarify this to DLUHC.
4.01c		Section 2.2 and 3.b both note a 'minimum' ventilated void of 25mm, but doesn't the intumescent cavity barrier require a maximum cavity of 25mm?	GAA	01/11/2023	22/11/2023		22/11 - Corrected
4.01d		Section 4 refers to BB7 report 'TBC' - please confirm which report.	GAA	01/11/2023	03/07/2024	03/07 - Section 4 refers to BB7 report 15751BC, which can be find on Dropbox	
4.02	Condensation Risk Analysis	U-value report doesn't appear to assess Condensation Risk Analysis - will this be undertaken?	GAA	31/08/2023	13/05/2024	Noted for query	
4.03a	Other details	Will GAA be producing a plan detail of how the new cladding meets the two stair cores? In particular the window with narrow strip of cladding adjacent to south core.	GAA	31/08/2023	20/10/2023	Noted for query	20/10 - Confirmed on conference call that GAA do not think these details are required and will provide them during construction if this changes during site works.
4.03b		Will GAA be producing a detail through vent penetrations shown on compartment elevations	GAA	31/08/2023	28/09/2023	Yes	Added to 23004-GAA-A1-XX-DR-A-2907

4.04a	BB7 Comments to GAA Drawings	Notes to details 2902 / 2903 identify scope gap - flagged out of a duty of care by fire engineer - what needs to be done to address this issue?	Hart Dixon	28/09/2023	06/06/2024		20/10 - confirmed on conference call that these areas will be reviewed in more detail on site and a recommendation will be made by BB7/GAA for the best way to make these areas safe. 06/06 - confirmed on conference call that Hart Dixon would notify Responsible Person of the inherent defects with respect to the existing structure's fire protection so they can undertake duty of care with respect to the building's ongoing management.
4.04b		EWS1 v3 requires a PAS9980 assessment - has this been undertaken?	BB7	28/09/2023			20/10 - BB7 confirmed that this will be issued at the end of the project.
4.04c		Note that structural fire resistance of the timber frame is outside of BB7's scope, but that designer (GAA) should consider this. Is this acceptable to GAA? Have BB7 confirmed that timber structural frame is sufficiently encapsulated by proposals?	GAA / BB7	28/09/2023			20/10 - confirmed on conference call that these areas will be reviewed in more detail on site and a recommendation will be made by BB7/GAA for the best way to make these areas safe.

Arinium Limited

5 Grange Road, Orpington. Kent BR6 8ED
Phone: 07956 937171 e-mail: brijesh@mayfairway.com

To:
Greater London Authority
169 Union Street
London SE1 0LL

And:
Department of Levelling Up, Housing & Communities
2 Marsham Street
London SW1P 4DF

NOTIFICATION OF APPOINTMENT OF AN APPLICANT'S REPRESENTATIVE

We confirm that we have formally appointed Sunny Thomas Obasuyi of HartDixon LLP as our agent to act on our behalf in connection with all matters relating to our application to the Building Safety Fund for funding in respect of The Spectrum Building, 22 Freshwater Road, RM8 1EH, and you may accept this declaration as our authority to deal with them and accept any information and documentation supplied by them as if this had been supplied by us.

Signed



Date

13/8/24

Date: 19 September 2024

Ref: 20644 response to notice of delay 24062024

Fleetwood Architectural Aluminium
Fleetwood House
480 Bath Road, Slough
Berkshire, SL1 6BB

For the attention of [REDACTED]

Sent by email (Rohit.Bembi@faa-group.co.uk) and registered post.

Re: Spectrum, 22 Freshwater Road, Dagenham – Termination of Contract

Further to our notice of suspension dated 28 August 2024 we hereby confirm as named Employers Agent that the Contract between yourselves and Arinium Limited for Replacement of existing cladding dated 4 October 2023 is terminated in accordance with clause 6.14 of the Contract, following the material damage to the building caused by the fire on 26 August 2024.

On receipt of this letter can you please carry out the following actions:

1. Arrange with Hi-Tec Demolition, who are now in control of the site, for removal of undamaged plant and equipment (including scaffolding) in accordance with contract clause 8.12.2.1.
2. Provide copies of documents in accordance with contract clause 8.12.2.2.
3. Prepare and submit an account within 2 months in accordance with contract clause 8.12.3, noting that sub-clauses 8.12.3.4 and 8.12.3.5, relating to cost of materials ordered and loss and/or damage, were deleted in the agreed Contract Amendments.

Yours sincerely

For and on behalf of HartDixon

[REDACTED]
[REDACTED]
[REDACTED]
Partner
[REDACTED]
[REDACTED]

28/08/2024

20644/BS/SO

[REDACTED]
Fleetwood Architectural Aluminium Ltd
Fleetwood House
480 Bath Road
Slough
Berkshire
SL1 6BB

Sent by email only: [REDACTED]

Re: Spectrum, 22 Freshwater Road, Dagenham – Formal Notice of Work Suspension

Contract: JCT Design and Build Contract
Project: Spectrum Building, 22 Freshwater Road, Dagenham

Dear [REDACTED]

I am writing to formally notify you of the suspension of works with immediate effect, in accordance with the terms of our contract.

This suspension is necessitated by the recent fire incident that occurred on 26 August 2024, which has rendered the site unsafe and inaccessible for continued work. The suspension will remain in effect until further notice, pending the completion of necessary investigations and assessments of the building's condition.

Please note the following key points:

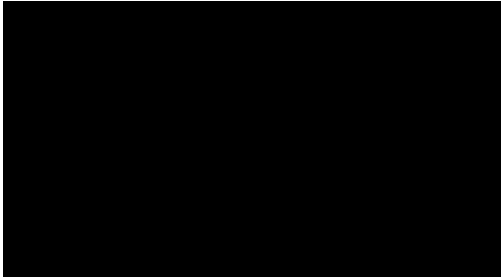
1. **Duration:** The suspension period commences immediately and will continue until you receive written notice from us to resume work.
2. **Site Security:** Please ensure that the site is left in a safe and secure condition, in compliance with all relevant health and safety regulations.
3. **Demobilisation:** You should proceed with demobilising your workforce and equipment from the site as soon as it is safe and practical, in coordination with the relevant authorities.
4. **Costs:** In accordance with the contract terms, please take all reasonable steps to minimise any costs associated with this suspension. We remind you that any costs incurred during this period should be carefully documented for future reference.
5. **Communication:** Please maintain open lines of communication with us throughout this period. We request that you provide weekly updates on the status of your demobilisation efforts and any other relevant matters.
6. **Contract Terms:** This suspension is being implemented under clause 8.9 of the JCT contract. The contract's other terms and conditions remain in full force and effect.

We understand that this situation presents challenges for all parties involved. We appreciate your cooperation and professional approach as we work through this difficult period.

If you have any questions or require further clarification, please do not hesitate to contact me.

Yours sincerely,

Yours sincerely
For and on behalf of HartDixon

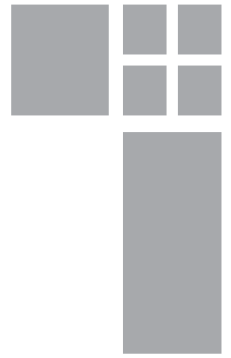


Regulated by | RICS

HartDixon LLP

Company registration number | OC413529

VAT No. GB 249 7779 36



Hart Dixon LLP
14 Devonshire Square
City of London
EC2M 4YT

27th August 2024

For the attention of: [REDACTED]

By Email Only

RE: Spectrum, 22 Freshwater Road, Dagenham

Dear [REDACTED]

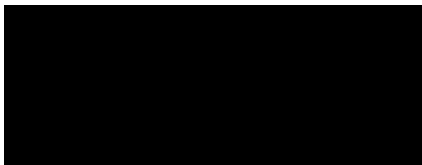
Following the incident of 26th August 2024 at the above site, we write to advise that we are unable to attend site to complete our contract works due to the access to the building been withdrawn by the police.

We await your further instructions on this matter.

Should you require any further information please do not hesitate to contact us.

Yours sincerely

For and on behalf of Fleetwood architectural Aluminium Ltd



Commercial Manager

Designed Technical Solutions
Windows Doors & Facades

Fleetwood House
480 Bath Road, Slough
Berkshire, SL1 6BB



info@faa-group.co.uk
www.faa-group.co.uk

Fleetwood Architectural
Aluminium Ltd
Company No. 3321897

Presstek Ltd
Company No. 6457389

All companies registered
in England and Wales.

BSF - Variation Request Template

Building Details

Building name(s):	Spectrum Building
OPS Project ID:	P23735
GLA Senior Programme Officer:	Bilkis Yusuf
DLUHC Eligibility Statement	29/11/2021 HPL Trespa Meteon panels. Spandrel/window panels - 1m PVC over fibre board core with polystyrene insulation.
Additional Works Approved at Appeal (if any)	n/a

Grant Funding Agreement (GFA) Details

GFA Dated:	03/10/2023
GFA Start on Site Date:	21/10/2023
GFA Required Completion Date:	09/06/2024
GFA Maximum Sum:	£6,279,697

Approved Variation Details

Current Start on Site Date (if formally varied by GLA/DLUHC compared to date in GFA):	<i>[Please insert any formally agreed revisions to the GFA Start on Site Date]</i>
Current Required Completion Date (if formally varied by GLA/DLUHC compared to date in GFA):	<i>[Please insert any formally agreed revisions to the GFA Required Completion Date]</i>
Current Maximum Sum (if formally varied by GLA/DLUHC compared to Maximum Sum in GFA):	<i>[Please insert any formally agreed revisions to the GFA Maximum Sum following approved variation(s)]</i>

Variation Summary

	Amount (£)
Total Project Costs <i>Please insert amount found within Cell C40 of the last BSF approved Full Works and Costs (FWC) spreadsheet</i>	£6,279,697.03
Total Eligible Project Costs <i>Please insert amount found within Cell D40 of the last BSF approved FWC spreadsheet</i>	£6,279,697.03
Proposed Variation (Excl. VAT) <i>Please insert the total variation amount required that is eligible for BSF funding. The figure in Cell B26 of this RF1 should match this sum.</i>	-£14,963.62
Proposed Variation (Incl. VAT) <i>Please insert the total variation amount required that is eligible for BSF funding. The figure in Cell B30 of this RF1 should match this sum.</i>	-£17,956.35
Updated Total Eligible Project Costs <i>Please ensure that Cell D40 of the new FWC you have prepared in support of this variation request reflects this figure.</i>	£6,261,740.69
% DECREASE in Project Costs	-0.29%

Variation Events (VE)

- A **Variation Event** is a discovery, incident or circumstance that has given rise to a variation or variations of the works scope or programme, it is not a variation itself. A Variation Event can be described as the reason or cause of a variation or variations. As an example, if during the works it is discovered that sheathing board is combustible and requires replacement, the Variation Event will be 'discovery of combustible sheathing board'.

- A Variation Event could potentially give rise to multiple **Variation Items** including material and labour costs for the replacement of the sheathing board, but also additional time and costs of site preliminaries as a result.

- **Example Variation Event:** "Combustible sheathing board discovered during opening up works, which differs from other areas sampled. This will require replacement with non-combustible sheathing board."

Variation Event (VE) No.	Description	Impact of Variation Event	Is this a Grant Funding Agreement Extension Event? (Y/N)	If Yes, please specify the specific Extension Event
<i>VE 1 - Cessation of works due to fire occurring on 25/08/24</i>	A major fire occurred in the building on 26/08/24 resulting in suspension of cladding remediation works. It subsequently became clear that the building would require major re-instatement or complete demolition and rebuilding so the contract was terminated under clause 6.14	Cost of work not carried out has been omitted from the final account agreement	Yes	Extension Event e)- Fire, explosion, Lightning etc.
<i>VE2- delay due to discovery of roof void</i>	Delay resulting from issue of inspection EA1 to hold works on the critical path while further investigations and guidance were obtained from the Fire Engineer. EA 2 issued 2 weeks later to restart these works following confirmation that the void did not pose a fire risk.	2 weeks extension of time	Yes	Extension Event p)- Change in Scope of Works properly triggering an Extension of Time
<i>VE3- spandrel panels</i>	It was discovered when scaffolding was erected that some of the spandrel panels were fixed on the inside, and these fixings were obstructed by partitions and fixed furniture on the inside of the panels. Works partly implemented at the time of suspension of remediation works	Cost of "frame in frame" alternative fixing method	Yes	Extension Event p)- Change in Scope of Works properly triggering an Extension of Time
<i>VE4 - change to scaffolding design</i>	It was discovered during erection of scaffolding that the structural design of the building would not allow fixings to be made to the upper two storeys. The additional scaffold bracing required extended the scaffold erection period and obstructed the removal and replacement of cladding.	Extension of time	Yes	Extension Event p)- Change in Scope of Works properly triggering an Extension of Time
<i>VES- adjustment to fees</i>	Reconciliation of fees and direct Client costs as shown on breakdown	Adjustment to fee costs	Yes	Extension Event p)- Change in Scope of Works properly triggering an Extension of Time

Variation Item Description (VI)

- All **"Variations Items"** listed must be linked to a 'Variation Event' in order to illustrate the cause or reason for the variation item. See example below.

- **Example Variation Item:** "Removal and replacement of combustible sheathing board with non-combustible sheathing board."

Variation Item (VI) Description	Further Information	Omissions (excl. VAT)	Additions (excl.VAT)	Total Cost of Variation Item (excl. VAT)	Total VAT Costs	Total Eligible Costs of Item (excl. VAT)	Total Ineligible Costs of Item (excl. VAT)	Time Impact (Weeks)	Variation Event No.	Applicant Cost Consultant Rationale for Variation Request
<i>VE 1 - Cessation of works due to fire occurring on 25/08/24</i>	A major fire occurred in the building on 26/08/24 resulting in suspension of cladding remediation works. It subsequently became clear that the building would require major re-instatement or complete demolition and rebuilding so the contract was terminated under clause 6.14. Cost of work not carried out has been omitted from the final account agreement	-£318,376.04	£0.00	-£318,376.04	-£63,675.21	-£318,376.04	0.00	n/a	VE1	See assessment of final account and agreed proportion of work carried out based on previous valuation, evidence provided by the Contractor and weekly Clerk of Works reports. See also calculation on decrease of façade works

VE2- delay due to discovery of roof void	Delay resulting from issue of injunction EA1 to hold works on the critical path while further investigations and guidance were obtained from the Fire Engineer. EA 2 issued 2 weeks later to restart these works following confirmation that the void did not pose a fire risk. Loss and expense as set out on attached.	0	£85,000.00	£85,000.00	£17,000.00	£85,000.00	0.00	2.00	VE2	Employers agent instructions issued suspending part of the works on critical path until discovered void could be investigated and opinion obtained from the Fire Engineer. Record documentation did not indicate the presence of this void and it was not possible to make intrusive investigations until the scaffolding was erected. Note that cost has been reduced as part of an overall settlement.
VE3- spandrel panels	52nr. glazed in aluminium panels were found to be internally glazed that could not be replaced from the external scaffolding which was an agreed methodology for replacement panels. This only became apparent when FAA completed the scaffolding installation onsite and looked at various options in terms of how these works could be completed with the least programme and cost implications. FAA involved the fire consultants seeking their advise on how these works should be completed and if there was a dispensation available for not having to replace these panels due to the complexity of having to replace these from inside of the flats. FAA emailed BB7 on 29th April 2024 seeking their expert opinion and even instructed them to carry out an additional FRAEW report mid way of the project which HDL are aware of. BB7 came back on 2nd July 2024 advising that these panels are indeed required to be replaced. In order to mitigate expensive replacement from inside involving removing internal plasterboard from inside of various apartments, FAA developed an alternative design and methodology to replace these panels from outside and obtained approvals.	0	£18,000.00	£18,000.00	£3,600.00	£18,000.00	0.00	0.00	VE3	Not all spandrel panels were affected and record documentation did not indicate that some of them were fixed internally. It would not be reasonable to expect the contractor to have inspected every spandrel panel during the design and tender stage. Cost is that incurred, mostly on design, up to suspension of the works due to the fire. Orders had been placed but were cancelled at no cost. Note that cost has been reduced as part of an overall settlement.
VE4 - change to scaffolding design	It was discovered during erection of scaffolding that the structural design of the building would not allow fixings to be made to the upper two storeys. The additional scaffold bracing required extended the scaffold erection period and obstructed the removal and replacement of cladding. Cost of delay to works up to suspension due to fire. Note that contractor has also claimed for additional labour time spent but this has been rejected.	0	£145,000.00	£145,000.00	£29,000.00	£145,000.00	0.00	0.00	VE4	Record information did not indicate the construction of the upper two storeys of the building that were an extension when it was converted to residential. No access was available to investigate this and it did not become clear that fixings would not be possible to these upper storeys until the scaffold was erected to this level. Evidence has been provided showing the changes to the scaffolding design and the obstructions that this caused to the cladding replacement works. Monthly contractor reports indicate the delay this caused to the programme. Note that cost has been reduced as part of an overall settlement.
VES- adjustment to fees	See breakdown. Additional fees incurred by PM/EA/Cost Consultant due to delays caused by VE2 and VE4 and termination of contract. Additional CAR insurance premium due to expected extension of time. Adjustment to legal, Compliance Inspector and CoW fees to reconcile budgets in FWC.		£55,412.42	£55,412.42	£11,082.48	£55,412.42	0.00	0.00	VES	See list of fees incurred and breakdown.
Contingency Usage	No contingency as directed	N/A		£0.00		£0.00				

Sub Total of Variation Items (Eligible Items)		[Total of Variation Items Excluding VAT]
	-£14,963.62	

Total Irrecoverable VAT of Eligible Variation Items		[Please state amount of VAT attributed to the project which is irrecoverable, according to BSF Guidance. This figure will be included as part of the requested grant amount. Applicants are self certifying that any VAT incurred by the project that is <u>not</u> included in this section can be recovered from HMRC.
	-£2,992.72	

Total of Variation Items (Incl. VAT)		[This is the total figure that will be requested of GLA/DLUHC for approval]
	-£17,956.35	

Remainder of Contingency Budget following this Cost Variation		No contingency as directed
	N/A	

Updated Full Works and Costs

Has an updated Full Works and Costs been submitted alongside this document?	Yes	[Please ensure that this is uploaded to Section 15 of OPS. The updated FWC should increase/decrease in line with the variation being proposed in this document.]
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Payment

At what stage of the works contract completion are these variation costs expected to be incurred? (%)	100%	<i>[Please insert this as a percentage of works contract completion]</i>
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Developer Pledge

Has the original developer signed the Pledge? https://www.gov.uk/guidance/list-of-developers-who-have-signed-building-safety-repairs-pledge	No	
If yes, has the Applicant provided written evidence to GLA that they have notified the original developer of these costs?		<i>[Please leave blank if the original developer has not signed the pledge]</i>

Cost Recovery

Is the information within the BSF Cost Recovery Questionnaire uploaded by the Applicant to GLA (see OPS Section 13) current and up to date?	Yes
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Certificate of Compliance

Has a Certificate of Compliance been signed?	Yes
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I confirm that the above information has been reviewed by the **Applicant's Cost Consultant** who deems the proposals to be reasonable and that no additional cost inflation have been included in the above.

Name: [REDACTED]
Date: 20/11/2024

C712 Spectrum Prolongation Costs - VE2 roof void**2 weeks between issue of EA1 holding works and EA2 instruction to proceed**

Personnel	Weeks	Unit	Rate	Total
Project Manager	2	Week		
Commercial Manager 50%	2	Week		
Site Manager	2	Week		
Buyer	2	Week		
Health & Safety Visits	2	Week		
Sub total				£ 15,150.00

Plant	Weeks	Unit	Rate	Total
Scaffolding	2	Weeks		£ 24,880.00
Sub total				£ 24,880.00

Logistics	Weeks	Unit	Rate	Total
Labourers X 2	2	Week		
Cleaner	2	Week		
Handyman	2	Week		
Site Offices, Welfare and Consumables	2	Week		
Logistics Manager	2	Week		
Banksman	2	Week		
Turnstyle POD and site entry software	2	Week		
CCTV Monitoring	2	Week		
Skips and Waste Management	2	Week		
Site Sundries and Supplies	2	Week		
Sub total				£ 34,050.00

Total	£ 74,080.00
24% OH&P as contract particulars clause 5.5	£ 17,779.20
Net total	£ 91,859.20
Reduced for agreement	£ 85,000.00



Client	Hart Dixon	
Project	Spectrum, Dagenham	
Date	04/09/2024	
Cost Effect	£	20,088.00
H&S Effect		N/A
Programme Effect	£	-

Description

52nr. glazed in aluminium panels are found to be internally glazed that cannot be replaced from the external scaffolding which was an agreed methodology for replacement panels. This only became apparent when FAA completed the scaffolding installation onsite and have been since trying to look at various options in terms of how can these works be completed with the least programme and cost implications. FAA involved the fire consultants seeking their advise on how these works should be completed and if there was a dispensation available for not having to replace these panels due to the complexity of having to replace these from inside of the flats. FAA emailed BB7 on 29th April 2024 seeking their expert opinion and even instructed them to carry out an additional FRAEW report mid way of the project which HDL are aware of. BB7 came back on 2nd July 2024 advising that these panels are indeed required to be replaced. In order to mitigate expensive replacement from inside involving removing internal plasterboard from inside of various apartments, FAA have since sourced an alternative design and methodology to replace these panels from outside that BB7 and BB7 have also approved.

Item	Description	Quantity	Rate	Total
1	Prelims		£	-
2	Plant & Scaffolding		£	-
3	Logistics		£	-
4	Materials			
a	Replacement Panels - order cancelled	52	£ 372.40	
b	Reverse Adapters to go around the panels - order cancelled	52	£ 82.60	
c	Transport - order cancelled	1	£ 850.00	
d	Disposal of old panels including 1nr. Additional skip hire	1	£ 1,950.00	£ 1,950.00
e	Additional Design in hours	90	£ 75.00	£ 6,750.00
f	Fire Consultants Fee	1	£ 1,650.00	£ 1,650.00
g	Fire Consulats additional site visits	1	£ 1,850.00	£ 1,850.00
h	Additional FRAEW report	1	£ 4,000.00	£ 4,000.00
i	Additional labour - Not applicable now			
			£	16,200.00
	24% OH&P as contract particulars clause 5.5		£	3,888.00
	Net cost		£	20,088.00
	Reduced for agreement		£	18,000.00

C712 Spectrum Prolongation Costs - VE4 change to scaffolding
Extension of time up to suspension of works, noting that additional labour for work not proven so not allowed

Contract completion date 23/07/2024
Date of suspension 28/08/2024
Weeks delay 5.4
Less 2 weeks awarded for VE2 3.4

Personnel	Weeks	Unit	Rate	Total
Project Manager	3.4	Week		
Commercial Manager 50%	3.4	Week		
Site Manager	3.4	Week		
Buyer	3.4	Week		
Health & Safety Visits	3.4	Week		
Sub total				£ 25,755.00

Plant	Weeks	Unit	Rate	Total
Scaffolding	3.4	Weeks		
Sub total				£ 42,296.00

Logistics	Weeks	Unit	Rate	Total
Labourers X 2	3.4	Week		
Cleaner	3.4	Week		
Handyman	3.4	Week		
Site Offices, Welfare and Consumables	3.4	Week		
Logistics Manager	3.4	Week		
Banksman	3.4	Week		
Turnstyle POD and site entry software	3.4	Week		
CCTV Monitoring	3.4	Week		
Skips and Waste Management	3.4	Week		
Site Sundries and Supplies	3.4	Week		
Sub total				£ 57,885.00

Total	£ 125,936.00
24% OH&P as contract particulars clause 5.5	£ 30,224.64
Net total	£ 156,160.64
Reduced for agreement	£ 145,000.00

Replacement of Existing Cladding
at Spectrum Building, 22 Freshwater Road, Dagenham RM8 1EH
Final Account Assessment
Date of Application: 15/10/2024
Date of Assessment: 31/10/2024

***NOTE:** Due to the works damaged by fire on 26/8/2024,
this valuation is ascertained based on Clerk of Works report
dated 25/8/2024 and CoW's email dated 1/10/2024 as
the works were suspended by the Project Manager & Employer's Agent
- Hart Dixon on 28/8/2024. The Contract was then terminated on 19/9/2024.
Roughly 2 weeks of workdone since last Valuation.

DETAILED ELEMENTAL ANALYSIS		
Ref	Element	Contract Sum £
1	Façade Works	2,467,426.42
2	Façade Preliminaries	299,871.02
3	Scaffold & Hoist	961,186.00
4	Logistics	532,037.48
5	Fire Engineer	47,700.00
6	Design Fees	73,500.00
7	SAP Calculations	2,875.00
8	Building Control	5,750.00
9	PCSA Fee	45,000.00
10	BB7 to proceed with WP1 & WP2	11,700.00
11	Scaffolding Design	12,150.00
12	Planning Application Fee	968.20
13	Intrusive Survey	24,933.00
TOTAL BUILDING WORKS		4,485,097.12
14	Overheads and Profit @ 6.5%	291,531.31
15	Design Risk @ 2.5%	112,127.43
TOTAL BUILDING WORKS		4,888,755.86
16	Materials On Site	0.00
17	Variations	0.00
GROSS VALUATION (INCLUDING VE)		4,888,755.86

FAA Final Account	GV Assessment
1,998,261.89	1,902,879.26
299,871.02	299,871.02
961,186.00	961,186.00
532,037.48	532,037.48
47,700.00	47,700.00
73,500.00	62,475.00
2,875.00	2,875.00
5,750.00	5,750.00
45,000.00	45,000.00
11,700.00	11,700.00
12,150.00	12,150.00
968.20	968.20
24,933.00	24,933.00
4,015,932.59	3,909,524.96
271,124.12	254,127.84
104,278.51	97,741.48
4,391,335.22	4,261,394.28
344,457.38	297,000.28
708,460.40	248,000.00
5,444,253.00	4,806,394.56

Replacement of Existing Cladding
at Spectrum Building, 22 Freshwater Road, Dagenham RM8 1EH

FAA Applied

GV Assessment

Description	Contract Sum	Gross Claim		Contract Sum	WD%	Gross Certified Amount	NML Comments/Remarks
		Progress	Value				
Façade Works	£ 2,467,426.42	80.99%	£ 1,998,261.89	£2,467,426.42	77.12%	£1,902,879.26	Submission of as-builts; final sign off by Approved Inspector, EWS form outstanding
Façade Preliminaries	£ 299,871.02	100.00%	£ 299,871.02	£299,871.02	100.00%	£299,871.02	
Scaffold & Hoist	£ 961,186.00	100.00%	£ 961,186.00	£961,186.00	100.00%	£961,186.00	
Logistics	£ 532,037.48	100.00%	£ 532,037.48	£532,037.48	100.00%	£532,037.48	
Fire Engineer	£ 47,700.00	100.00%	£ 47,700.00	£47,700.00	100.00%	£47,700.00	
Design Fees	£ 73,500.00	100.00%	£ 73,500.00	£73,500.00	85.00%	£62,475.00	
SAP Calculations	£ 2,875.00	100.00%	£ 2,875.00	£2,875.00	100.00%	£2,875.00	
Building Control	£ 5,750.00	100.00%	£ 5,750.00	£5,750.00	100.00%	£5,750.00	
PCSA Fee	£ 45,000.00	100.00%	£ 45,000.00	£45,000.00	100.00%	£45,000.00	
BB7 to proceeds with WP1 & WP2	£ 11,700.00	100.00%	£ 11,700.00	£11,700.00	100.00%	£11,700.00	
Scaffolding Design	£ 12,150.00	100.00%	£ 12,150.00	£12,150.00	100.00%	£12,150.00	
Planning Application Fee	£ 968.20	100.00%	£ 968.20	£968.20	100.00%	£968.20	
Intrusive Survey	£ 24,933.00	100.00%	£ 24,933.00	£24,933.00	100.00%	£24,933.00	
Sub Total	£ 4,485,097.12	90%	£ 4,015,932.59	£4,485,097.12	87.17%	£3,909,524.96	
Overheads & Profit 6.5%	£ 291,531.31	93%	£ 271,124.12	£291,531.31	87.17%	£254,127.84	
Design Risk - 2.5%	£ 112,127.43	93%	£ 104,278.51	£112,127.43	87.17%	£97,741.48	
TOTAL	£ 4,888,755.86	90%	£ 4,391,335.22	£4,888,755.86	87.17%	£4,261,394.28	

87.17%

Replacement of Existing Cladding
at Spectrum Building, 22 Freshwater Road, Dagenham RM8 1EH

					FAA			GV		
Description		Qty	Unit	Amount in Contract	Workdone	Workdone %	Gross Amount this Application	Workdone	Workdone %	Gross Amount this Application
Corrected Proportion provided by FAA: -										
Spandrel - G/F to 6/F						86%	232,736.72	Spandrel	86%	232,736.72
Privacy Screen to balcony - 1/F to 6/F						50%	184,360.96	Privacy Screens	39%	144,197.25
Cladding - 5/F to Roof						95%	1,284,791.01	Cladding	95%	1,284,791.01
Decking to balcony - 1/F to 6/F						62%	273,698.94	Decking	50%	220,379.48
Miscellaneous						92%	22,674.26	Miscellaneous	84%	20,756.53
						80.99%	1,998,261.89		77.12%	1,902,860.99

[illegible]

Replacement of Existing Cladding
at Spectrum Building, 22 Freshwater Road, Dagenham RM8 1EH

Variation Works

<u>Variation Works</u>			FAA Applied	GV Assessment	
Description		Instruction	Total	Total	Remarks
VO1A	Replace timber cladding to roof parapet with non-combustible materials		-	-	HartDixon: The recent guidance from the fire engineer is that this work is not required so this variation will not be instructed.
VO2	Prolongation Costs		-	-	FAA to provide more information. HartDixon: This relates to the claim for extension relating to scaffolding for which we have asked for more information, but it would appear that it cannot be accepted. The central issue is the scaffolding design is a Contractors Proposal rather than an Employers Requirement so is not a Relevant Event.
VO3	FRAEW report by BB7 on internally glazed spandrel panels (£4,000 + 15% OHP)		-	-	FAA to provide more information. HartDixon: This additional work by the fire engineer needs to be included in the request for variation for the spandrel panels. I have only seen an email so far, not the FRAEW, does the fire engineer still intend to produce this?
VO3	FRAEW report by BB7 end of project (£15,000 + 15% OHP)		-	-	HartDixon: This is not a variation, this is part of the fees included in the contract.
VO5	Internally Glazed Panels and Prolongation Costs		231,610.00	-	Pending Hart Dixon formal instruction.
VO6	Delays due to the roof void		-	-	Pending Hart Dixon formal instruction and detail information from FAA.
VO7	Additional Labour to scaffolding braces		-	-	Pending Hart Dixon formal instruction and detail information from FAA.
VO8	Further variation VO6 for delay caused by EAI's 1 and 2, plus VO7 additional labour resulting from change of scaffolding design.		376,850.40	-	Pending Hart Dixon formal instruction and detail information from FAA.
VO9	Loss of Equipment including scaffolding and other items awaiting site clearance		100,000.00	-	Pending Hart Dixon formal instruction and detail information from FAA.
--	Agreed settlement figure for all above listed variation work completed upto the suspension of works			248,000.00	
				-	
Total Variation Works			708,460.40	248,000.00	

BSF - Full Works and Costs Template

Building Name	Spectrum Building
Registration URN(s)	Dagenham_18

Description of eligible cladding system(s) provided by MHCLG - After determining a building is eligible, and following the outcome of any successful appeals (where applicable), MHCLG will inform you via email which cladding system(s) are eligible for funding	HPL Trespa Meteon panels Spandrel/window panels - 1m PVC over fibre board core with polystyrene insulation
Area (m2) of Cladding to be removed	695m² spandrel panels plus 663m² cladding
Details of materials to be retained for re-use. Please quantify materials to be retained e.g. (area (m2), volume (m3), length (m), weight (kgs) of materials)	n/a
Area (m2) of cladding to be installed	695m² spandrel panels plus 663m² cladding
Area (m2) of scaffolding required, number of hoists required, crane requirements, mast climber requirements as a minimum.	4,044m² scaffolding, gantry over car park to maintain leaseholder access and hoist run-off tower. A detailed breakdown of items has been provided based on scaffolding design drawings
Please provide on site period/duration of works as a minimum.	32 weeks as construction programme provided (plus 10 weeks design, procurement and mobilisation)
Download and complete a 'Certificate of Compliance with Building Safety Fund requirements' and upload the signed version to OPS	Download 'Certificate of Compliance' here

Cost Type	Description of Works (Full description of works <u>must</u> be provided unless 'Not Applicable') Please provide any project specific requirements/abnormal items to be highlighted in description, this will be used when assessing total project cost. Where not provided this may impact on ability to assess project costs.	Total Project Costs (£) – i.e. if 'project' is for multiple blocks and works over and above replacement cladding	Total Costs eligible for grant funding (£) – i.e. costs of in-scope work in relation to the one block that is the subject of this application
Removal of unsafe non-ACM cladding			
Cladding to be removed – including specification of cladding, insulation and other associated components to be removed.	Removal of spandrel panels between windows on all floors made up of 30mm polystyrene insulation faced internally with 1mm PVC sheet and externally with 5mm fibre board; and TRESPA 8mm exterior high pressure laminate cladding panels on timber batten cladding from	£584,545	£584,545
Disposal of materials, including any limitations and / or restrictions.	Included in removal costs	£0	£
Any materials to be retained for re-use.	n/a	£0	£
Any materials to remain the property of the employer.	n/a	£0	£
Any temporary support of structures / shoring – including parts of existing buildings to be retained, adjoining buildings not forming part of the Works and any other features.	n/a	£	£
Any temporary works to walls, roofs, floors – including whether weatherproof, water tight, dustproof, fireproof, etc.	n/a	£	£
Any other requirements.	n/a	£	£
Installation of new cladding as replacement to unsafe non-ACM cladding.			
New cladding – including specification, insulation and other associated components to be installed.	Vulcan complete A1 fire rated non-combustible drained and back-ventilated rainscreen cladding system on floors 5 and 6. Replacement 35mm thick Metalline Architectural Fabrications ULTIMA ULT 1 A1 spandrel panels and insulation on floors 1-4. Replacement Vulcan 12mm A1 fire rated Ceramapanel non-combustible external privacy screens set into existing metal frames. Replacement composite non-combustible balcony decking.	£1,610,136	£1,610,136
Extra over / features – sustainability enhancements, extended design life, curved, faceted, cavity depth and fire stopping requirements, works to existing buildings / structural amendments.	Free text entry	£	£
Junction treatment to retained cladding, roof construction, parapet requirements, building drainage interface.	Free text entry	£	£
Any other requirements / abnormal costs	Removal and re-instatement of rainwater disposal, letter box etc. These have to be removed to allow cladding and spandrel panels to be replaced.	£21,363	£21,363
Any Non-Eligible Works			
Please identify any items of works being undertaken that are not eligible for grant funding.	n/a	£	
Preliminaries / Main Contractor Costs			
Main contractor's preliminaries including management costs, site set up and offices, programme restrictions (occupied / un occupied building), insurances, temp power and water, plant, general labour, etc	4,044m² scaffolding, gantry over car park to maintain leaseholder access and hoist run-off tower. Logistics management, security guards and equipment, fire safety labour and equipment, traffic marshalls and equipment, material distribution labour and equipment, waste management, temporary accommodation and hoardings. Contract management plant, small tools and equipment. All as detailed in contractors tender. Adjustment as listed in variation breakdown	£964,749	£964,749
Access (e.g. scaffolding or mast climber)	See breakdown attached to VFM report. Adjustments as listed in variation breakdowns	£1,028,362	£1,028,362
Main Contractor's Overheads & Profit	6.5% on works and contractors design fees in tender. Contract 24% on variations negotiated down as shown on variation breakdowns	£280,459	£280,459
Contractor Contingencies	2.5% on works and contractors design fees. Not applicable to variations	£95,644	£95,644
Other Costs			
Professional Fees - Feasibility Stage - e.g. statutory, planning, legal, building consent and other fees.	Project Manager Hart Dixon £17,700 Cost Consultant VFM Navigation £2,500 PCSA FAA £78,926, Planning fee £968	£100,094	£100,094
Professional Fees - Post Tender Stage	Project Manager and Employers Agent + PD £112,260, Compliance Inspector £23,000, Clerk of Works (provision based on 32 weeks on site) £72,000, Managing agent administration £50,250, Provision for joint names insurance policy £10,000, Fire engineers (employed by	£512,747	£512,747

Irrecoverable VAT	VAT on all costs above and below	£1,043,620	£1,043,620
Client costs	Legal fees	£20,000	£20,000
Total		£ 6,261,718	£ 6,261,718

Enter total project cost figure into OPS in the 'full works and costs' section

Enter total eligible cost figure into OPS in the 'full works and costs' section

Arinium Limited

5 Grange Road, Orpington. Kent BR6 8ED

Phone: [REDACTED]

To the GLA and DLUHC

CERTIFICATE OF COMPLIANCE WITH BUILDING SAFETY FUND REQUIREMENTS

Building Name	Spectrum Building, Freshwater Road, RM8 1EH
DLUHC registration reference	Dagenham_18
GLA OPS project ID	P23735

I/We confirm that all information and documentation provided to the GLA and DLUHC in the Building Safety Fund registration and application submissions, including the Stage 1 – Eligibility & Pre Tender Support and Stage 2 – Full Works and Costs submission related to the above stated building name and registration number are complete and accurate.

I/We confirm that a competent professional or competent professionals has or have certified all cladding panels, insulation material and sheathing boards (where applicable) used and those planned or specified to be used (where planned works have not yet been completed) in the replacement cladding system(s) eligible for BSF funding achieve an A1 or A2-s1,d0 classification and that the remediation works comply with the building safety fund rules and requirements, as set out in the:

- **Building Safety Fund Application Guidance** (Note in particular: Competent professional page 4; PII cover pages 20-21; Fund requirements – Annex A; Works contract requirements -Annex B; Key Information for Responsible Entity – Annex C.)
- **Building Safety Fund Prospectus:**
(Note in particular: Non-ACM Cladding Systems page 9; Annex A – Technical Information)

Both documents and Annexes can be found here:

<https://www.gov.uk/guidance/remediation-of-non-acm-buildings>

I/We accept that any incorrect information supplied may entitle DLUHC to recover the whole or part of any funding amount provided.

Signed

Name

Title

Organisation

Arinium Limited

Date

4 December 2024

Registered in England No 11784090

Registered office address 310 Harrow Road, Wembley, United Kingdom, HA9 6LL