

Pre-Construction Agreement

BETWEEN

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

and

Rydon Maintenance Limited

**Enhancements and developments to Grenfell
Tower**

This Agreement is made the xxxx day of xxxxx 2014

Between:

- (1) **The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited** (registration number 03048135) whose registered office is at 292a Kensal Road London, United Kingdom, W10 5BE (the **Employer**), and
- (2) **Rydon Maintenance Limited** (registration number 01651097) whose registered office is at Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW (the **Contractor**)

Recitals

- First The Employer wishes to have the design and construction of enhancements and developments carried out at Grenfell Tower, Grenfell Road, London W11 1TQ (the **Works**) as further set out in the invitation to tender documentation.
- Second The Contractor has submitted a tender to undertake the Works and, prior to entering into a contract for the same (the **Contract**), a number of issues need to be resolved
- Third In order to avoid delays in the delivery of the works the Employer has agreed to pay for certain activities prior to entering into the contract for the Works (the **Pre Construction Activities**) and these are listed in Appendix 1
- Fourth Whilst the parties anticipate that the Contract will be entered into this is subject to the resolution of a number of issues and neither this Agreement or the works undertaken pursuant to this agreement shall bind the Employer to enter into the Contract.

Now it is hereby agreed as follows:

1. The Contractor shall undertake the Pre Construction Activities as listed in Appendix 1.
2. The Employer shall pay for the Pre Construction Activities up to the amounts listed in Appendix 1 plus Value Added Tax.
3. Both parties acknowledge that, although the Contract has not yet been entered into, the terms and conditions of the Contract will apply to any work carried out under this Agreement in so far as such terms and conditions are applicable to the activities undertaken.
4. The Contractor will keep the Contract Administrator as named in the draft of the Contract fully and promptly informed of the progress of the activities carried out pursuant to this Agreement and shall providing supporting documentary evidence, of all costs and expenses which you incur pursuant to this Agreement

5. The Contractor will extend the tender validity period as stated in the tender from the 6th June to the 6th August 2014

In witness whereof this Agreement is signed by the parties as follows:

Signed.....

Peter Maddison

Director of Assets and Regeneration

On behalf of Kensington and Chelsea Tenant Management Organisation Limited

Signed.....

[]

[]

On behalf of Rydon Maintenance Limited

Pre-Construction Agreement

Appendix 1

Pre-Construction Activities

Activity	Agreed payment
Prepare any necessary drawings indicating the proposal alternative cladding proposal and submit these to the Planning Authority with any supporting information and application forms. Such application to be made as soon as reasonably practical and in any event by the 25 th April 2014	£ (lump sum)
Attend any necessary meetings with the planning authority to discuss the application for the revision to the planning permission	£ per hour (to be paid in accordance with the time incurred)
Attend any required meetings with the Bouges Limited (the contractor responsible for the adjacent site) in order to discuss and resolve any issues with boundary and access	£ per half a day (to be paid in accordance with the time incurred)
Prepare the Construction Phase Health and Safety Plan and submit the same to the Clients CDM Co-ordinator for approval	£ (lump sum only to be payable if the Contract is not entered into as this included in the Preliminaries in the tender)
Prepare the Site Waste Management Plan and submit the same to the Clients CDM Co-ordinator for approval	£ (lump sum only to be payable if the Contract is not entered into as this included in the Preliminaries in the tender)
Attend meetings with the Employer to discuss the communication strategy with the residents, site set up, programme, and other associated issues	£ per half day (to be paid in accordance with the time incurred)
Progress the application in respect of the ECO funding including the preparation of any application and supporting documentation for the same	£ per day subject to a maximum of £ (only payable if the Contract is not entered into as this is included in the Preliminaries in the tender)
Prepare a draft of the site notice board (displaying the logo of Employer and Artellia as well as the Contractor details) and send the same to the Employer for	£ (lump sum only to be payable if the Contract is not entered into as this included in the Preliminaries in the tender)

approval	
Prepare the Construction Traffic Management Plan in accordance with the conditions set out in the planning permission and submit to the Employer for review	£ (lump sum only to be payable if the Contract is not entered into as this included in the Preliminaries in the tender)
Undertake the minor repairs and decorations required to facilitate the move of the boxing club and the office as set out in the tender documentation	£ (lump sum only to be payable if the Contract is not entered into as this included in the Contract Sum within the tender)