

Grenfell Completion (and Handover) Ver3

The following serves to identify a strategy for certifying Completion of the Project by the EA.

Context

Practical Completion in the contract remains 23rd October 2015

Artelia issued a Non Completion Certificate in October 2015.

Rydon is seeking completion of the project on 13th May 2016 but recognises that the External Works will not be complete.

The Contract makes no provision for Sectional Completion but there are advantages to all parties (predominantly the Principal Contractor) if TMO takes Partial Possession of a 'Relevant Part' by agreement with the Contractor.

Partial Possession

It is proposed that Artelia as EA will entertain a request by Rydon for Partial Possession of a 'Relevant Part' of the Works.

We propose the Relevant Part comprise all works associated with the Building (as distinct from the External Works) and constitute all works required under the contract except for two work items comprising: Kitchen Extract Fans and Gas Riser Vents. These two items will need to be complete, together with the remaining external works, in order for Practical Completion to be achieved.

It is understood that Rydon plans to complete the works in this Relevant Part by Friday 13th May (to be confirmed in writing by Rydon with two weeks' prior notice)

Along with completing the Relevant Part, Rydon must also submit information associated with the Relevant Part as detailed within the Preliminaries and the Contract including but not limited to:

- All clauses within Section A37 of the Contract Preliminaries
- Section 7.0 of the Pre Construction Information
- Clause 2.27B of the Contract

Any remaining/ outstanding works would need to be complete for Practical Completion to be achieved (date to be asdvised by Rydon).

Certification of Partial Possession in this way will result in the following consequences:

1. Release of the first moiety of retention for the value of the works in the Relevant Part
2. Commencement of defect liability period for the works in the Relevant Part
3. Transfer of Insurance liability to TMO for the Works in the Relevant Part
4. It will NOT trigger expiration of the bond – this would only happen on PC

Outstanding Works and Defects

Partial Possession and/or Practical Completion will only be certified where any outstanding works and/or defects are considered de minimis.

The EA will determine what is or is not considered de minimis by consultation with the Client Team (comprising TMO, Artelia, Tony Batty, Jon White and Max Fordham).

End

Neil Reed