

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**

Pre-Construction Agreement
Page 1 of 1

This Agreement is made the [22] day of [May] 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:

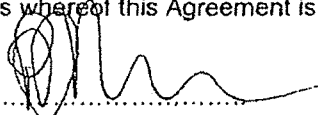
1. The Contractor shall undertake the Pre Construction Activities as listed in Appendix 1.
2. The Employer shall pay for the Pre Construction Activities up to the amounts listed in Appendix 1 plus Value Added Tax, which cannot exceed £350,000.
3. Both parties acknowledge that, although the Contract has 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 Employer's Agent 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. The costs to be reimbursed are to be valued by the Employer's Quantity Surveyor and their

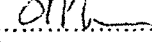
in Construction Agreement
by []

assessment of the value of the works undertaken will be in accordance with the Contract.

5. The Contractor will extend the tender validity period as stated in the tender from the 6th June to the 6th August 2014
6. For the avoidance of doubt, the Employer will not reimburse any indirect costs, such as loss of profit, head office overheads, loss of business opportunities, etc.

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

Witnessed and Approved
by the Employer

Pre-Construction Agreement

Appendix 1

Pre-Construction Activities

Activity	Agreed payment
1. 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 1st July 2014	£ (lump sum) £5000.00
2. Progress the application in respect of the ECO funding including the preparation of any application and supporting documentation for the same	£400.00 per day subject to a maximum of £3000.00 (only payable if the Contract is not entered into as this is included in the Preliminaries in the tender)
3. Undertake the minor repairs and decorations required to facilitate the move of the boxing club and the office. (This section of work did not form part of the tender documentation. So is therefore an addition to the contract sum.)	£ (lump sum only to be payable if the Contract is not entered into as this included in the Contract Sum within the tender) Boxing Club = £7449.00 Housing Office = £19243.00 Estate office (estimate) = £3308.00 Total = £30,000.00
4. Architect fee – Stages F1/G/H and part of F2	£81,000.00 (as per the fee schedule in the tender sum)
5. Structural Engineer – Stages F1,F2 and part of K	£19,000.00 (as per the fee schedule in the tender sum)
6. Preliminary Façade design work including Planning mock-up.	£30,000.00 (this is included in the preliminaries within the tender)
7. Preliminary M&E design work	£30,000.00 (this is included in the preliminaries within the tender)

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8. Site set-up (office, welfare, fencing, etc)	£29,000.00 (this is included in the preliminaries within the tender)
9. Enabling works in connection with temporary concierge / public entrance and relocation of Recycling & Bike stores to garages	£12,000.00 (this is included in the preliminaries within the tender)
10. Assumed Building Control and BREEAM application fees	£12,000.00 (this is included in the preliminaries within the tender)
11. Demolition of the external ramp and associated public access works	£40,000.00 (this is included in the preliminaries within the tender)

