

Message

From: Mark Harris [Markharris@harleycw.co.uk]
Sent: 27/08/2014 10:13:28
To: Zak Maynard [zmaynard@rydon.co.uk]
CC: Simon Lawrence [slawrence@rydon.co.uk]; Rob Maxwell [robmaxwell@harleycw.co.uk]; Mike Albiston [MikeAlbiston@harleycw.co.uk]; Daniel Anketell-Jones [Daniel@harleycw.co.uk]
Subject: RE: Grenfell Tower - Letter of Intent

Morning Zak

All looks ok, I've confirmed the same below in blue for the record.

When do you think the contract docs will be ready for issue?

Regards

Mark Harris
HARLEY

From: Zak Maynard [ZMaynard@rydon.co.uk]
Sent: 22 August 2014 11:23
To: Mark Harris
Cc: Simon Lawrence; Simon O'Connor; Mike Albiston; Rob Maxwell; Adam Marriott
Subject: RE: Grenfell Tower - Letter of Intent

Hi Mark,

Comments below.

Trust these remove your concerns

Thanks

Zak Maynard, BSc (Hons)
Commercial Manager

T
D

From: Mark Harris [mailto:Markharris@harleycw.co.uk]
Sent: 31 July 2014 13:44
To: Zak Maynard
Cc: Simon Lawrence; Simon O'Connor; Mike Albiston; Rob Maxwell
Subject: RE: Grenfell Tower - Letter of Intent

Zak

Prior to signing the design intent of intent, I need to raise a few queries.

Letter of Intent:

Section 1 - item G refers to acceptance of the meeting minutes. Please see queries below.

Section 2 - item C refers to LAD's, however it also refers to Rydon pre-lims at £6.5k p/w. This was never discussed and might be an issue for us. **Should Harley's cause us delay, we would have to demonstrate our actual costs that we had incurred as part of the delay. These would consist of the Contractual Liquidated Damages and our Site Prelim costs which were applicable at the time. The £6,500 per week is an indicative cost of what these may be. Noted and agreed.**

Section 3 - item F refers to payment. The payment schedule shows the final date for payment of 4th of the month, circa 35 days from valuation date. However, clause F states final date for payment will be 28 days from receipt of invoice. We would typically raise an invoice once our valuation has been approved, and payment notice received. The date for your issuing of payment notice is 20th of the month following submission of our valuation, which means we would not receive payment until circa 17th/18th of the month, rather than 4th. For the avoidance of doubt and any future misunderstanding, could you kindly clarify on this item? **In simple terms, you would submit an application at the end of the month, we agree and confirm amount due, if non self-billing you then raise an invoice (if self billing you do nothing else), we process payment and it will be in your account on or around the 4th of the following month the valuation was agreed in Noted and agreed. We can operate either self-billing or invoicing, we are currently running both systems.**

Appendix A - ascertainment of lump sum price

The figures have been checked by our estimating department, and in the main there is no issue except for the following:

In the section '*savings to be considered*' there is a sum of £153,925.00 for aluminium face fixed in lieu of zinc. We believe this figure should read £154,105.00

We note that the cost for removal of existing windows remains in our package. We were of the understanding that removal (and associated making good) would be undertaken by Rydon. Again for the avoidance of doubt, costs for making good were not included in your schedule. Could you kindly clarify? – **As discussed in our meeting at our offices, it is likely that you will need to remove windows on the lower floors and the process is still to be confirmed with site on the upper floors. It was agreed to leave in and arrange a pro rata saving once the full extent is known Noted and agreed.**

Subcontractor Pre-contract Interview

For the avoidance of doubt, we would draw your attention to the following items contained in the attendance check list:

In materials and plant, section Crane mobile/tower, the box checked is S/C - to clarify, we have no allowance in our bid for mobile cranes or towers. – **Should they be deemed required by Harley's, Harley's would need to provide them. If they were required due to an oversight on your behalf, this would be Harley's risk, if they were required as part of a variation then Harley's would provide them at an additional cost Noted and agreed**

In the scaffold section, whilst the boxes are checked S/C for use of scaffold, access towers etc, for the avoidance of doubt, the supply of any required scaffolding and/towers is by Rydon. No allowance has been made in our bid. – **Agreed Noted**

In the Temporary Services section - we note that the box checked for 'general lighting' is S/C. Whilst we are happy to provide task lighting, no allowance has been made in our bid for general lighting. - **Agreed Noted**

In the cleaning/protection section, the box checked for 'protection of subcontract works' is S/C. For clarity, the only allowance made for protection to our materials is low tack tape. No other form of protection has been allowed for in our bid. - **OK Noted**

Once we have agreed on the above, I will be pleased to return the signed LOI. However, in the interim, in the spirit of the long term trading relationship between Harley and Rydon, we will of course commence the design phase, and look forward to the first design team meeting in due course.

Kind regards

Mark Harris
HARLEY
[REDACTED]

From: Zak Maynard [ZMaynard@rydon.co.uk]
Sent: 25 July 2014 10:04
To: Mark Harris
Cc: Simon Lawrence; Simon O'Connor
Subject: Grenfell Tower - Letter of Intent

Mark,

Please find attached letter of intent and associated documents

Regards

Zak Maynard, BSc (Hons)
Commercial Manager

T [REDACTED]
D [REDACTED]

Rydon Maintenance Ltd

Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW.



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