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Sent: 15 July 2014 17:33
To: Peter Maddison; David Gibson; Claire Williams
Cc: BOOTH Philip; BLYTHE Peter
Subject: 11833 Grenfell Tower - Draft JCT Contract and Programme
Attachments: Grenfell Draft JCT D&B Contract.pdf; Part 5 Contract Sum Summary.pdf; ATT00001.txt; ATT00002.htm

Dear All,

Please see attached updated JCT Design and Build Contract for Grenfell Tower and a General Summary of Contract Sum.

As the attached contract shows, we are advising you to enter into a contract with Rydon based on a 66 week construction programme, including the 2 week break for Christmas (Contract period to be from 2nd June 2014 to 4th September 2015). Rydon's original tender contained a 62 week programme. We reviewed the proposed contract programme in detail with Rydon today and, below, I explain why the programme has become longer and highlight the implications for RBKCTMO.

Firstly, it is worth noting that the individual tasks in the proposed contract programme are scheduled to take the same amount of time as in Rydon's tender programme. The reason for the 4 week extension to the programme is that Rydon have been unable to progress as far during the first few weeks on site as they anticipated at tender. This is due to additional work that they have completed (the housing office and estates office) and because they have not been granted full possession of the areas that we said they would at tender. Namely, the delay in the housing team vacating their office means that Rydon have not been able to begin the works to the walkway which has pushed the programme back.

The delay in contract award (the tender programme anticipated a start on site in March rather than June) and the slower progress at the start of the works means that Christmas now falls at an awkward time. The earliest that Rydon can now start works within the flats is the week before Christmas, which is clearly not suitable. Nor is it appropriate to try to gain access to flats on the first day back after the Christmas break as most likely the access will be denied, therefore causing delays. For this reason, the internal works have had to be pushed back a couple of

We believe that the above are valid reasons for Rydon to programme to be on site for 4 weeks longer than their original tender programme. However, we are pleased to advise that we have agreed to this longer programme at no extra cost to RBKCTMO.

The contract programme, similar to the contract sum, is based on providing office space rather than building the extra flats. However, Rydon have assured us that swapping the use of these areas, following the approval from the planners, will not add any time to the programme. Rydon also confirmed that they have programmed the landscaping works based on the original full scope of tender scheme. This greatly reduces the risk of Rydon asking for an Extension of Time and associated prolongation costs if they are instructed to carry out additional landscaping works which are not included in the contract area. It is also worth noting that the contract programme includes a 9 week mobilisation period rather than the 2 week period advised at tender stage. We are pleased to say that Rydon have also agreed that this will come at no extra cost to RBKCTMO.

We therefore advise that the attached contract, whilst containing a construction period which is longer than you may have expected, is one that you should feel comfortable signing.

Please let me know if you have any questions.

Kind regards,
Chweechen



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