PFCC Decision Report

Report reference number: PFCC/100/26 **Classification:** OFFICIAL
Title of report: Grays Electrical Sub-Contractor Warranty
Area of county / stakeholders affected: Force-wide
Report by: Patrick Duffy – Head of Estates **Chief Officers:** ACO Claire Medhurst **Date of report:** 26 August 2026 **Enquiries to:** Patrick.Duffy@essex.police.uk

1. Executive Summary

Decision report PFCC/020/26 approved the contract award for the electrical infrastructure upgrade at Grays Police Station (Operation Dash), including oversight of temporary accommodation and site management required during the period of full building closure. The Sub-Contractor Warranty is required in accordance with Clause 7E.1 of the Joint Contracts Tribunal (JCT) Design & Build 2016 (with amendments) contract entered into between the PFCC and the contractor.

2. Recommendations

The first recommendation to the PFCC is to execute the Sub-Contractor Warranty attached between the PFCC (the beneficiary), Beardwell Construction Limited (the contractor) and Laser Electrical Services Limited (the sub-contractor), thereby providing a direct contractual relationship between the PFCC and the sub-contractor.

3. Background to the Proposal

Decision report PFCC/020/26 approved entering into a JCT Design and Build Contract (2016 edition) for the design and construction of the replacement of electrical distribution infrastructure at Grays Police Station. The Contractor appointed a

specialist sub-contractor to undertake the detailed design and installation of the electrical upgrade. If there were latent defects or defective workmanship, the PFCC would have no direct contractual relationship with the sub-contractor for any claims. Entering into the proposed Sub-Contractor Warranty forms that contractual relationship.

4. Proposal and Associated Benefits

The proposal is for the PFCC to enter into the Sub-Contractor Warranty between the PFCC (the beneficiary), Beardwell Construction Limited (the contractor) and Laser Electrical Services Limited (the sub-contractor), providing a direct contractual relationship between the PFCC and the sub-contractor. The benefits of entering into the sub-contractor warranty are:

- Additional contractual protection, giving the PFCC direct contractual rights against the sub-contractor.
- Provides an additional route of recovery for defective or non-compliant subcontract works.
- With the sub-contractor's design responsibility, the warranty provides a direct contractual mechanism concerning those obligations.
- The warranty provides an additional layer of contractual protection proportionate to the sub-contractor's importance to the project.

5. Options Analysis

The options set out below are in relation to entering into the Sub-Contractor Warranty, against not doing so.

"Do Nothing" Option – The Authority would rely primarily on its rights under the JCT Design and Build 2016 contract and the main contractor's obligations. This would avoid the additional contractual relationship but would remove the additional direct protection provided by the warranty. This is not recommended given the sub-contractor's works and design are considered material to the project's risk profile.

Recommended Option – Execute the Sub-Contractor Warranty - This provides the PFCC with direct contractual rights against the sub-contractor and potentially provides additional protection in circumstances where recovery from the main contractor is difficult or unavailable.

6. Consultation and Engagement

Consultation has been undertaken with our appointed Quantity Surveyors in agreeing the Sub-Contractor Warranty that forms part of our standard contact amendments.

It is not deemed that any other consultation is required associated with this decision report.

7. Strategic Links

A Sub-Contractor Warranty demonstrates that capital projects and their associated contracts are being delivered with appropriate scrutiny, risk controls and value for money considerations, which are key expectations under:

- HM Treasury's Green Book principles
- Local Audit and Accountability Act duties
- The PFCC's statutory obligation to ensure efficient and effective policing

8. Police operational implications

There are no operational policing implications associated with this decision report.

9. Financial implications

There are no financial implications associated with this decision report.

10. Commercial / contractual considerations

This decision report relates to a Sub-Contractor Warranty associated with the JCT construction contract already awarded to undertake the works, with the table below completed by the Head of Estates:

10.1 Sub-Contractor Warranty

The Contract	JCT Design and Build Contract 2016 (with amendments) for the design and construction for the replacement of electrical distribution infrastructure at Grays Police Station, 59 Brooke Rd, Grays, RM17 5BX (entered into on 16/01/2026).
The Contractor	**Beardwell Construction,** Beacon House, Threshlefords Business Park, Inworth Road, Feering, CO5 9SE.
The Sub-Contractor	**Laser Electrical Services Limited**, Chelmsford Business Park, 11 Springfield Lyons Approach, Chelmsford, CM2 5LB.
Expiry	12 years from Practical Completion date.
Declaration of accountability for commercial and legal compliance of the above Lease: Trowers & Hamlins LLP have undertaken the Sub-Contractor Warranty on behalf of the force as part of the JCT 2016 amendments, and I confirm my acceptance of responsibility for ensuring that the contractual documentation linked to this decision report is fully compliant with the Heads of Terms set out above. In the event of any	

variation from this, I will ensure that a further decision report is presented to the PFCC as required, in accordance with the PFCC's Financial and Procurement Regulations, Contract Standing Orders and Schemes of Delegation and Consent.	
Signed:	
Title:	Head of Estates
Date:	09 August 2026

11. Legal implications

The Sub-Contractor Warranty is a supplementary requirement of the JCT contract entered into between the PFCC and the contractor.

Although there are no direct legal implications arising from the recommendations within this decision report, the PFCC is required to execute the attached Sub-Contractor Warranty as a Deed.

12. Staffing Implications

There are no staffing implications associated with this decision report.

13. Equality, Diversity and Inclusion implications

There are no equality, diversity and inclusion implications arising from this decision report.

14. Risks and Mitigations

By entering into a Sub-Contractor Warranty, the PFCC is mitigating risks linked to the route of recovery for defective or non-compliant sub-contract works, given they are material to the project. These would currently only be recoverable through the main contract, where a contractual relationship exists. The Sub-Contractor Warranty creates a direct contractual relationship between parties that would not otherwise exist.

15. Governance Boards

This decision report has been through the PFCC's Strategic Estates Board on 24 August 2026.

16. Links to Future Plans

A Sub-Contractor Warranty provides additional reassurance and routes of recovery for defective or non-compliant sub-contract works, given they are material to the project

17. Background Papers and Appendices

Appendix A – Sub-Contractor Warranty – OFFICIAL SENSITIVE (*not for publishing*)

Appendix B – Decision Report PFCC/020/26 – OFFICIAL (*already published*)
PFCC.020.26 Grays Electrical Upgrade - Op Dash v0.2a_Redacted.pdf

Report Approval

The report will be signed off by the PFCC's Chief Executive and Chief Finance Officer prior to review and sign off by the PFCC / DPFCC.

Chief Executive / M.O. Sign: 

Print: P. Brent-Isherwood

Date: 11 September 2026

Chief Finance Officer Sign:  ……

Print: Jeremy White……

Date: 14/09/2026……

Publication

Is the report for publication? **YES** [X]

NO [ ]

If 'NO' please give reasons for non-publication *(Where relevant, cite the security classification of the document(s). State 'None' if applicable)*

Redaction

If the report is for publication, is redaction required:

1. Of Decision Sheet? **YES** [ ] **NO** [X]

2. Of Appendix? **YES** [X] **NO** [ ]

If 'YES' please provide details of required redaction:

Appendix A is Official Sensitive and not for publishing, as it contains commercially sensitive details.

Date redaction carried out: ……..

Chief Finance Officer / Chief Executive Sign Off – for Redactions only

If redaction is required, the Treasurer or Chief Executive is to sign off that redaction has been completed.

Sign: …….....

Print: …….

Chief Executive / Chief Finance Officer

Decision and Final Sign Off

I agree the recommendations to this report:

Sign: 

Print: Roger Hirst

PFCC/Deputy PFCC

Date signed: 18th September 2026

I do not agree the recommendations to this report because:

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Sign:

Print:

PFCC/Deputy PFCC

Date signed: