

Project: South Killingholme

Site Address: South Killingholme, Greengate Lane, Lincolnshire

Contract Number: Y1740

Trade: Provision of Utilities

Date: 14.03.2013

Sub-Contractor: Crown Energy Limited

This document is to be completed, signed and returned, including any documentation requested herein.
No arrangements can be progressed until this document is returned to the buyer detailed below.

Company Details						
The Contractor			Kier Construction Ltd trading as Kier Construction - Northern			
(Company No)			2099533			
Registered office			Tempsford Hall, Sandy, Bedfordshire SG19 2BD			
Address for correspondence (excluding formal notices which are to be issued in accordance with the Sub-Contract)			Kier Construction Northern, Lyndon House, 198 High Street, Boston Spa, LS23 6BT			
Office Contacts						
Name:	Andy Gawthorpe	Title:	Regional Manager	Tel:	01937 845325	
Name:	John Shillito	Title:	Supply Chain Manager	Tel:	01937 845325	
Name:	Stephen Kamsika	Title:	Project QS	Tel:	01937 845325	
Site Contacts						
Name:	Peter Laskowski	Title:	Project Manager	Tel:	07876 217052	
Name:	Thomas Dolan	Title:	Assistant QS	Tel:	01937 845325	
Name:		Title:		Tel:		
The Sub-Contractor			Crown Energy Ltd			
(Company No)			02874007			
Registered office			The Oil Centre, Bury New Road, Heap Bridge, Bury, Lancashire, BL9 7HY			
Address for correspondence (excluding formal notices which are to be issued in accordance with the Sub-Contract)			Crown House, Heap Brow, Bury, Lancashire, BL9 7JP			
Office Contacts						
Name:	Andrea Naylor	Title:	Utility Project Manager	Tel:		
Name:	<i>R.M. Hall</i>	Title:	<i>Services Manager</i>	Tel:		
Name:		Title:		Tel:		
Site Contacts						
Name:		Title:		Tel:		
Name:		Title:		Tel:		
Name:		Title:		Tel:		
1	Sub-Contract Sum					
*Sub-Contract Sum and Final Sub-Contract Sum (Lump Sum):						
The VAT-exclusive Sub-Contract sum is			£31,469.65		£	
Subject to the deduction of discount at					Nil	%
The Contractor shall pay the Sub-Contractor that sum or such other sum as on the Adjustment Basis becomes payable in accordance with the Sub-Contract ('the Final Sub-Contract Sum') at the times and in the manner stated.						
*Sub-Contract Tender Sum and Final Sub-Contract Sum (Remeasurable):						
The VAT-exclusive Sub-Contract Tender sum is					£	
Subject to the deduction of discount at					%	
The Contractor shall pay the Sub-Contractor such sum as on the Remeasurement Basis becomes payable in accordance with the Sub-Contract ('the Final Sub-Contract Sum') at the times and in the manner stated.						
Are CITB Levy deductions Applicable?			Yes / No	If yes, are they to be deducted from payments to the Sub-Contractor		Yes / No

2	The Sub-Contract 'Works' The details contained in this section are reflected in the Sub-Contract Agreement and form part of the Articles / Sub-Contract Particulars / Sub-Contract data as applicable					
	Sub-Contract Works:	Provision of Utilities				(the Sub-Contract Works')
	Basis of the Sub-Contract Works:	Labour	Plant	Materials	Other:	Labour, Plant & Material
	Does the Sub-Contract Contain design?					Yes / No
	if Yes:					
	What is the Scope of the design?	The whole of the Sub-Contract works				
	Is the Sub-Contractor to undertake the design in - house?					Yes / No
	if No:					
	Details of the Sub-Contractors designer					
	If the Sub-Contractor intends to employ a designer to complete the design of their works then a collateral warranty is required from the same. This warranty is to be as per Kier Construction - Northern's agreed wording (copy attached)					
	In view of the above does the Sub-Contractor has agreed to provide a Sub-Sub-Collateral Warranty from their sub-consultant in the favour of the Contractor, and as per the document wording, as defined within Appendix 'A', Number Document 9.02 'Consultant Collateral Warranty from a Sub-Consultant', (pages 1 to 11)					Yes / No
	Does the Sub-Contractor require any further information to complete the design?					
	Please state details and deadlines					
3	Main Contract					
	South Killingholme					(the Main Contract Works')
	The Principal Contractor is *the Contractor /			Kier Construction - Northern		
	The Main Contract Conditions are		Agreement For The Development & Disposal of Residential Units at Greengate Lane, South Killingholme between North Lincolnshire Homes Ltd & Kier Construction Limited			
	*With Quantities, With Approximate Quantities, Without Quantities					
	*unamended / incorporating Amendments numbered:			Refer to Schedule of Numbered documents		
	Method of Measurement			Not Applicable - Drawings & specification		
	Liquidated / Delay Damages		£20-00	Per	week per unit	
	The Main Contract Works are/are not divided into Sections. The Sections into which the Main Contract Works are divided are as follows:					
	Section			Damages per section		
	Phase 1			£20-00 per week per unit		
	Phase 2			£20-00 per week per unit		
	Phase 3			£20-00 per week per unit		
	Phase 4			£20-00 per week per unit		
	Phase 5			£20-00 per week per unit		
	A copy of the Main Contract is available for inspection at the Contractors office and the Sub-Contractor hereby acknowledges that the Sub-Contractor has had the opportunity to inspect. The Sub-Contractor confirms that no claims will be made resulting from lack of knowledge of the contents of the Main Contract					

4	Sub-Contract Particulars:			
	Form of Sub-Contract			
	The Form of Sub-Contract is:	JCT 2005 Revision 2 2009 DB Sub A Amended in accordance with the Main Contract	and as amended by the Kier standard amendments	
5	Retention Percentage			
	The Retention is		5	per cent
	The Sub-Contractor may apply for 50% of the retention.	0	months after practical completion of the Sub- Contract works	
	The final Retention Release Date is	18	months after practical completion of the Sub- Contract works	
	The Minimum Retention Amount is		£	nil
	The Date for Completion of the Main Contract Works is		tbc	
	The Rectification Period for the Main Contract Works is		12	months
6	Sub-Contractor's Retention Bond			
	<i>(Not applicable unless stated to apply and relevant particulars are given below)</i>			
	Clause 4.16 *applies/does not apply			
	If clause 4.16 applies:			
	the maximum aggregate sum for the purposes of clause 2 of the bond is:			
	£			
	for the purposes of clause 6.3 of the bond, the expiry date shall be:			
7	Fixed price			
	*Fixed Price	*Fluctuating Price	Basis of fluctuations:	Fixed for the duration of the Main Contract
8	Payments			
	Applications for payment are to be:			
	- made in accordance with 'Kier Payment Schedule' - the payment period is		42	days
	- submitted on * the last day of the month during which work was carried out / in accordance with the list of specified dates attached / to follow —			
	Applications for payment are to be submitted to the Project QS named above			
9	Dayworks - Note: All variations to be valued and agreed with Kier Construction - Northern's quantity surveyor before commencement			
	Where a Schedule of Daywork Rates or prices is NOT included in the Numbered Documents, daywork shall be calculated in accordance with the Definition or Definitions referred to below together with the percentage additions to each section of the prime cost at the rates set out below:			
	Definition	†Labour %	Materials %	Plant %
	RICS/CC			
	RICS/ECA			
	RICS/HVCA			
	†The wage fixing body/bodies whose labour rates are to be applied when charging for daywork is/are:			
	†The all-in rate of:	Trade:	Rate:	per hour is to apply in lieu of the cost of labour calculated in accordance with Definition above
	Daywork sheets must be authorised and signed by (state names of approved signatories):			Peter Laskowki / Thomas Dolan

REFER 'APPENDIX A: PAYMENT
MECHANISM (REV. 0)'

10	Sub-Contractor Insurances	
	Personal injury and property damage insurance cover (for any one occurrence or series of occurrences arising out of one event) is:	
	Public Liability	
	Level of cover	Amount of indemnity required:
		* relates to claims or series of claims arising out of one event
		* is in the aggregate amount of any one period of insurance
	and is £	£15,000,000
	Employers Liability	
	Level of cover	Amount of indemnity required:
		* relates to claims or series of claims arising out of one event
		* is in the aggregate amount of any one period of insurance
	and is £	£10,000,000
	Contractors All Risks	
	Level of cover	Amount of indemnity required:
		* relates to claims or series of claims arising out of one event
		* is in the aggregate amount of any one period of insurance
	and is £	
	Professional Indemnity	
	Level of cover	Amount of indemnity required:
		* relates to claims or series of claims arising out of one event
		* is in the aggregate amount of any one period of insurance
	and is £	
	Level of cover for pollution / contamination claims	£ tbc
	The Sub-Contractor is required to hold Professional Indemnity Insurance for:	* 6 years / *12 years
	Where the Sub-Contractor intends to sub-let the design provide details as above for the sub-consultants PI insurance cover:	
11	Parent Company Guarantees, Performance Bonds and Warranties	
	The Sub-Contractor has agreed to provide:	
	a 'PARENT COMPANY GUARANTEE' * wording as Kier Group Standard 'Parent Company Guarantee' / * wording as document issued by Sub-Contractor and approved by Kier Construction - Northern (copy * attached / not attached)	Yes / No
	*and/or	
	a 'PERFORMANCE BOND' * wording as Kier Group Standard 'Performance Bond' / * wording as document issued by Sub-Contractor and approved by Kier Construction - Northern (copy * attached / not attached)	Yes / No
	The cost of providing the foregoing is included in the Sub-Contract Sum	
	Where the provision of the foregoing is applicable no payment will be made to the Sub-Contractor until they have been provided to and accepted by the Contractor	
	Collateral Warranties are required in favour of the Employer and/or third parties, wording as the template issued by the Employer (copy * attached / to be agreed)	Yes / No
	Limit of Professional Indemnity insurance for inclusion within the warranty:	£m

CROWN UTILITIES LTD WHO WILL BE UNDERTAKING THE WORKS ONSITE ON BEHALF OF CROWN ENERGY LTD ARE CHAS ACCREDITED.

12	Safety Health & Environmental	
	Has a copy of the Sub-Contractors Health & safety Policy been received?	Yes / No
	Is the Sub-Contractor CHAS or SSIP accredited	Yes / No
	Is the Sub-Contractor otherwise accredited (e.g. Achilles) If yes give details below:	Yes/No
	Have any Improvement/Prohibition notices been served on the Sub-Contractor in the past six years?	Yes / No
	If "yes" - Please provide details:-	
	Is your SHE management outsourced	Yes / No
	Please provide details of your SHE Advisor:- ie; Name, Address, Contact Number, Qualifications.	
	The Sub-Contractor will be required to make their SHE Advisor available to attend meetings and joint site inspections as required by Kier Construction - Northern site management	
	Is a Pollution Protection Plan required?	Yes / No
	If yes, has one been issued?	Yes/No
	Will the Sub-Contract works give rise to hazardous waste?	Yes / No
	If "Yes" - Please provide details of waste, licences held and disposal regime:-	
	The Sub-Contractor will be required to complete project specific risk assessments and method statements for their works which make reference to, and attach where appropriate, Kier Red Tops. These are to be completed and approved by Kier Construction - Northern Site Management prior to commencement on site	
	The Sub-Contractor acknowledges and will comply with the Kier red and yellow card system with regard to infringements of applicable Kier health and safety policy and recognises that a zero tolerance policy exists in respect of non-compliance	
	The Sub-Contractor shall hold 'morning briefings' on a daily basis to brief their own operatives on the tasks ahead and any health & safety implications. The Contractor shall be invited to attend	

	Sub-Contractor to demonstrate their support to Kier's 'SUSA' directive	Sub-Contractor Operatives (No.)
	The Sub-Contractor to confirm how many operatives they employ, i.e. managers and supervisors, that have been 'SUSA' trained by Kier	0
	The Sub-Contractor to confirm how many of those site operatives who are 'SUSA' trained will be employed by the Sub-Contractor on this site	0
	The Sub-Contractor to request the total number of Managers and Supervisors who they would prefer to be 'SUSA' trained by Kier. Buying department to convey the same request to Kier's Health and Safety Department	2
	<i>"Kier monitor 'SUSA' discussions on site for both their directly employed staff and their Sub-Contractor's. The total number of Sub-Contract 'SUSA' discussions are recorded and reported back to Kier. The total number of 'SUSA' discussions carried out by the Sub-Contractor will be used by Kier within their future Sub-Contract trade selection process"</i>	
	Additional Health, Safety & Environmental requirements / information:	
13	Supply Chain	
	<i>The Sub-Contractor is hereby made aware of the commitment made by KIER to its Customers, involving the pursuit of Supply Chain Management ideals. It is requested that the Sub-Contractor adopts the manufacturers and suppliers who are within the Kier supply chain</i>	
	<i>The Sub-Contractor should detail below the suppliers that it intends to use to fulfil the performance of this Sub-Contract (state manufacturers and suppliers): Details to be confirmed</i>	
	<i>The Sub-Contractor is made aware that the details provided above are for information purposes only and that its conveyance in no way negates their obligation to comply with the provisions of the Main Contract including specifications & drawings contained therein</i>	
14	Supplementary Information	
15	Numbered Documents	
	Refer to the Schedule of Numbered Documents entitled 'South Killingholme: Provision of Utilities: Revision 0' annexed hereto	

16 Miscellaneous Documents					
		Description		To be actioned as below	
		Signed VAT Self Billing Agreement		Details to be furnished to Kier's Accounts Dept. upon request.	
		Copies of Sub-Contract current Insurance Certificates		Onfile / copies to be furnished at the meeting itself	
		Kier Group Insurance questionnaire (to be completed by the Sub-Contractors Insurance Broker) required for those Sub-Contractors whose details are not already held on COINS		Onfile / copy to be furnished at the meeting itself / to follow	
		Sub-Contractor to provide CIS (UTR) details		Details to be furnished to Kier's Accounts Dept. upon request.	
		The Sub-Contractor is required to be CHAS / SSIP accredited this to be maintained for not less than the duration of the Main Contract		Statement	
		The Sub-Contractor is made aware that it will be a Kier Group requirement in the future that they are either 'Achilles' or 'Construction Line' accredited.		Statement	
Signed for the S/C:			Date:		Position:



Project: South Killingholme

Site Address: South Killingholme, Greengate Lane, Linconshire

Contract Number: Y1740

Trade: Provision of Utilities

Date: 14.03.2013

Sub-Contractor: Crown Energy Limited

Attendees			
Name	Position	Company	Telephone No.
Peter Laskowski	Project Manager / Site Manager	Kier Construction - Northern	01937 845325
Thomas Dolan	Assistant QS	Kier Construction - Northern	01937 845325
John Shillito	Supply Chain Manager	Kier Construction - Northern	01937 845325
Andrea Naylor	Utility Project Manager	Crown Energy Ltd	0161 7627771
DAMIAN HILL	SERVICES MANAGER	CROWN ENERGY LTD	0161 7627771

REFER 'APPENDIX B: PROGRAMME OF WORKS (REV.0)'

17	Programme			
	The period required for the procurement of materials, fabrication (where appropriate) and delivery to site prior to commencing *work on site / work in each Section is			weeks
	The period of notice to commence work on site to enable a start to be made to *the Sub-Contract Works / each Section is			weeks
	The period required for the carrying out of the Sub-Contract Works on site after delivery and after the expiry of the period of notice to commence work is:			
	where completion by Sections does not apply:			weeks.
	or where completion by Sections does apply:			
	Section	Visits	Weeks	
	Phase 1:			
	Phase 2:			
	Phase 3:			
	Phase 4:			
	Phase 5:			
	Further details or arrangements that may qualify or clarify the above or are otherwise relevant to the carrying out of the Sub-Contract Works:			
	Key Dates:			
18	Additional Programme Information			
	The earliest starting date and the latest starting date for the Sub-Contract Works to be carried out on site are:			
	(earliest)	early April 2013		
	(latest)	early May 2013		
	The site will be closed on the following dates due to holidays:			
	Public Bank Holidays & Weekends			
	The site will be open for the Sub-Contractor to carry out the Sub-Contract Works from Monday to Friday (or otherwise by the agreement of Kiers Project Manager) between:			
	08:00	a.m. to	17:00	p.m. except on: Friday - 08:00 to 16:30
	The following key items of materials or plant are on long delivery:-			
		Item	Approximate delivery period	
	i			
	ii			
	iii			
	iv			
	Site delivery restrictions:		deliveries to be made between 09:00 & 15:00 hrs	

20	Supplementary Information			
	<i>The Sub-Contractor confirms that he will provide, as a minimum, the following level of supervision of the Sub-Contract Works in order for the Sub-Contractor to meet his obligations:</i>			
	<i>As a minimum, the Sub-Contractor shall provide, resident on site, a competent full time directly employed person, to manage and control all elements of his Works. The name of such person and of any supervisors are to be submitted for formal acceptance by Kier Construction - Northern. The manager must be safety trained to SMSTS standard and supervisor must be trained to SSSTS standard. The Sub-Contractor must provide an adequate number of supervisors. the number will be based on a ration of 1:10, i.e. for every 10 site operatives there shall be one supervisor as a minimum. Once accepted, these named managers and supervisors must not to be changed without prior formal approval of Kier Northern. The foregoing is a minimum req't</i>			
	<i>If, and when previously consented by Kier Construction - Northern, the Sub-Contractor intends to sub-let part of the Sub-Contract Works, the Sub-Contractor must provide the Contractor with evidence that the Sub-Sub-Contractor meets the same health and safety Designer Competence Assessment as that applied by Kier to the Sub-Contractor</i>			
	<i>The Sub-Contractor confirms that his manager is qualified to SMSTS standards in Health and Safety awareness:</i>	Yes / No		
	<i>The Sub-Contractor confirms that his supervisors are qualified to SSSTS standards and in Health and Safety awareness:</i>	Yes / No		
	<i>The Sub-Contractor anticipates the following labour levels will be required to complete the Sub-Contract Works within the period stated in this document:-</i>			
		Trade	Anticipated S/C Resources (for information purposes only)	
	i			
	ii			
	iii			
	<i>The Sub-Contractor intends that the following Works will be sub-let to the following:-</i>			
		Section	Sub-Contractor	
	i			
	ii			
	iii			
	iv			
	<i>The Sub-Contractor is to submit further details of each Sub-Sub-Contractor stated above and must obtain written consent from Kier Construction - Northern prior to sub-letting the relevant part of the Works</i>			
	<i>Confirm that the Health, Safety & Environmental section of Part A has been reviewed at the meeting:</i>	Yes / No		
	<i>PRE-START MEETING - Prior to commencement of the Sub-Contract Works a pre-start meeting to be attended by the Sub-Contractors supervisor will be held on site to discuss and agree issues pertaining to Health & Safety, quality and production</i>			
	<i>The date of the pre-start meeting is:</i>	To be confirmed		
21	Any Other Business			
	<i>Include details of Employer obligations such as KPI's, local labour, training etc</i>			
	Signed for the S/C:	Date:	Position:	