

Delivery Agreement

in respect of

Office Refurbishment, Abercrombie House, East Kilbride

For

Department for International Development

DFID Department for
International
Development

Office Refurbishment, Abercrombie House, East Kilbride

Department for International Development

Contract Documentation

DELIVERY AGREEMENT

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Delivery Agreement

THIS AGREEMENT is made on 9th October 2018

BETWEEN:

- (1) **Department for International Development** of Abercrombie House, Eaglesham Road, East Kilbride G75 8EA. (the '**Employer**')
AND

- (2) **Kier Construction Limited** (Company No:02099533) whose registered office is at Tempsford Hall, Sandy, Bedfordshire, SG19 2BD.(the '**Contractor**')
for the **Office Refurbishment** – Abercrombie House, Eaglesham Road, East Kilbride G75 8EA

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 9 September 2015 and subsequent amendments, between Scape Procure Limited and the Contractor (the "Framework Agreement") and incorporates those provisions of the Model Delivery Agreement set out in Part A of Schedule 3 to the Framework Agreement.

IT IS AGREED as follows:-

1. The Contractor's obligations

The *Contractor* provides the services and comply with his obligations in accordance with the conditions of contract set out in the Contract Data attached as Appendix 1.

2. The Employer's obligations

The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions of contract set out in the Contract Data attached as Appendix 1.

3. The Contract Sum

If the Contractor shall perform all his obligations set out in the Contract Documents and the Contract Terms the Employer shall pay to him the sum of £1,228,402.21 subject to adjustment that the Contractor may be entitled to in accordance with the Contract Terms.

APPENDIX I

CONTRACT DATA - PART 1

Part A – NEC3 Option A

Contract Data: Part One – Data provided by the Employer

1. General

The *conditions of contract* are (as each has been amended by Option Z in the Model Delivery Agreement) the core clauses and the clauses for main Option A, dispute resolution Option W2, and secondary Options X2, X7, X15, X18, Y(UK)2 of the NEC3 Engineering and Construction Contract April 2013.

- The *works* are

Office Refurbishment – Abercrombie House, East Kilbride
- The *Employer* is:

Department for International Development of Abercrombie House, East Kilbride G75 8EA
- The *Project Manager* is

REDACTED of AECOM, 7th Floor, Aurora, 120 Bothwell Street, Glasgow, G2 7JS
- The *Supervisor* is

REDACTED of AECOM, 7th Floor, Aurora, 120 Bothwell Street, Glasgow, G2 7JS
- The *Adjudicator* is

To be nominated by the Royal Institution of Chartered Surveyors, 3rd Floor, 125 Princes Street, Edinburgh, EH2 4AD
- The Works Information is in **Appendix III**
- The Site Information is in **Appendix IV** appended hereto
- The *boundaries of the site* are **shown on Works Information drawings:**
 - **01-GA-10-001 Proposed GA Plan – First Floor Rev 6**
 - **02-GA-10-001 Proposed GA Plan – Second Floor Rev 6**
 - **03-GA-10-001 Proposed GA Plan – Third Floor Rev 6**
 - **04-GA-10-001 Proposed GA Plan – Fourth Floor Rev 6**
 - **05-GA-10-001 Proposed GA Plan – Fifth Floor Rev 6**
 - **06-GA-10-001 Proposed GA Plan – Sixth Floor Rev 6**
- The *language of this contract* is **English**
- The *law of the contract* is the law of **England and Wales**
- The *period for reply* is **2 weeks;**

- The *Adjudicator nominating body* is the **Royal Institution of Chartered Surveyors, 3rd Floor, 125 Princes Street, Edinburgh, EH2 4AD**
- The *tribunal* is the **English Courts**;
- The following matters will be included in the Risk Register:

REDACTED 2. **Number not used**

3. Time

- The *starting date* is **the date of this signed Delivery Agreement**
- The *access dates* are

Part of the Site	Date
1 Site Establishment	REDACTED
2 Phase 1	REDACTED
3 Phase 2	REDACTED
4 Phase 3	REDACTED
5 Phase 4	REDACTED
6 Phase 5.....	REDACTED
7 Phase 6	REDACTED

- The *Contractor* submits revised programmes at intervals no longer than **4 weeks**.

4. Testing and Defects

- The *defects date* is REDACTED weeks after Completion of the whole of the *works*.
- The *defect correction period* is REDACTED **weeks for “Routine Defects”** except that
 - The *defect correction period* for **“Serious Defects”** is REDACTED
 - The *defect correction period* for **“Emergency Defects”** is REDACTED
 as defined by the Project Manager in accordance with Clause 42.3

5. Payment

- The *currency of this contract* is the pound sterling (£).
- The *assessment interval* is **monthly**

- The *interest rate* is 3% per annum above the base rate in force from time to time of the Bank of England.

6. Compensation events

- The place where weather is to be recorded is ***Glasgow Pollock Park Weather Station***.
- The *weather measurements* to be recorded for each calendar month are:-
 - the cumulative rainfall (mm);
 - the number of days with rainfall more than 5 mm;
 - the number of days with minimum air temperature less than 0 degrees Celsius;
 - the number of days with snow lying at 0900 hours GMT;
 - and these measurements: ***None***.
- The *weather measurements* are supplied by the Meteorological Office.
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at ***Glasgow Pollock Park Weather Station*** and which are available from the Meteorological Office.

Where no recorded data are available:

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month which were recorded at ***Glasgow Pollock Park Weather Station*** which are available from the Meteorological Office.

7. Number not used.

8. Risks and Insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury or to death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is REDACTED.
- The amount of the minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is REDACTED .

Additional clause

- The minimum level of indemnity for insurance for claims made against him arising out of the *Contractor's* failure to use the skill and care normally used by professionals providing services similar to the Services in respect of each claim is REDACTED .

Optional statements

If the *Employer* has decided the completion date for the whole of the *works*

- The Completion Date for the whole of the *works* is **1st August 2019**.

If no programme is identified in part two of the Contract Data

- The *Contractor* is to submit a first programme for acceptance within **2 weeks** of the Contract Date.

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is **14 days**.

If there are additional *Employer's* risks

- These are additional *Employer's* risks

REDACTED

If the *Employer* is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table

REDACTED **If Option X7 is used (but not if Option X5 is also used)**

- Delay damages for Completion of the whole of the *works* is REDACTED per day.

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to the higher of
 - £REDACTED , or
 - REDACTED .
- For any one event, the *Contractor's* liability to the *Employer* for loss or damage to the *Employer's* property is limited to the higher of
 - REDACTED or
 - REDACTED
- The *Contractor's* liability for Defects due to his design which is not listed on the Defects Certificate is limited to the higher of
 - REDACTED
 - REDACTED

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- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the higher of
 - REDACTED
 - REDACTED
- The end of liability date is REDACTED after Completion of the whole of the works (unless the Delivery Agreement is executed under hand in which case the end of liability will be REDACTED after Completion of the whole of the works).

Option Z

1. The additional Conditions of Contract are identified by the amendments, alterations, additions and deletions as contained in the Framework Agreement Schedule 3 Part A apply and take priority over the standard form NEC Option A.

APPENDIX II

CONTRACT DATA - PART TWO

Contract Data: Part Two – Data provided by the Contractor

Part two - Data provided by the Contractor

Statements given in all contracts

- The *Contractor* is: **Kier Construction Limited, trading as Kier Construction-Central**
- Address **Tempsford Hall, Sandy, Bedfordshire, SG19 2BD**
- The *direct fee percentage* is REDACTED The *subcontracted fee percentage* is REDACTED
- The *working areas* are the Site and **as shown on REDACTED Drawings**
 - i. 01-GA-10-001 Proposed GA Plan – First Floor Rev 6
 - ii. 02-GA-10-001 Proposed GA Plan – Second Floor Rev 6
 - iii. 03-GA-10-001 Proposed GA Plan – Third Floor Rev 6
 - iv. 04-GA-10-001 Proposed GA Plan – Fourth Floor Rev 6
 - v. 05-GA-10-001 Proposed GA Plan – Fifth Floor Rev 6
 - vi. 06-GA-10-001 Proposed GA Plan – Sixth Floor Rev 6
- The key people are:

REDACTED

Optional statements

If the Contractor is to provide Works Information for his design

- The Works Information for the *Contractor's* design is; the only Contractor's design element is for redacted **If Option A or C is used**
 - The *activity schedule* is in Appendix VI

If Option A, B, C or D is used

- The tendered total of Prices is £1,228,402.21

Data for the Shorter Schedule of Cost Components

- The percentage for people overheads is redacted
- The published list of Equipment is the last edition of the list published by the Civil Engineering Contractors Association
- The percentage for adjustment for Equipment in the published list is redacted 0% (plus/minus)
- The rates for other Equipment are

All At cost

- The percentage for design overheads is redacted The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: redacted

WORKS INFORMATION

**Drawings
REDATED**

[illegible]



Drg. No.	Drg. Title	Revision
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SHT-E-00-0000-6020-A0	First Floor Electrical Installation	0
SHT-E-00-0000-6030-A0	Second Floor Electrical Installation	0
SHT-E-00-0000-6040-A0	Third Floor Electrical Installation	0
SHT-E-00-0000-6050-A0	Fourth Floor Electrical Installation	0
SHT-E-00-0000-6060-A0	Fifth Floor Electrical Installation	0
SHT-E-00-0000-6070-A0	Sixth Floor Electrical Installation	0

CONTRACTOR DESIGN

The *Contractor* shall design the following works under clause 21.1:

- REDACTED as detailed within section K30 of the specification document 17251-SF-001 DFID East Kilbride NBS Rev 3 and on the following drawings:

Drg. No	Drg. Title	Revision
01-GA-22-001	REDACTED	Rev 3
02-GA-22-001	REDACTED	Rev 3
03-GA-22-001	REDACTED	Rev 3
04-GA-22-001	REDACTED	Rev 3

PREPARATORY WORK BY OTHERS

Works: Carried out under a separate contract and completed before the start of work on site for this Contract.

REDACTED

COMPLETION WORK BY OTHERS

Description: REDACTED .

EMPLOYER'S WORK

Under clause 25.1 The *Contractor* will co-ordinate all *Employer* appointed *Contractors* in relation to delivery of the proposed Works Information including audio visual, data, furniture, IT and business moves *Contractors* as applicable to deliver the works. The *Employer's* appointed *Contractors* shall comply with the *Contractor's* health and safety procedures at all times.

PROGRAMMING

The *Contractor* shall provide the programme identified in clause 31.1 in an open Microsoft Project 2013 .mpp file format to the *Project Manager* if requested.

REDACTED

CONTRACTOR MARKED UP SEQUENCING DRAWINGS:

REDACTED

SECURITY REQUIREMENTS

REDACTED

SUBSTITUTE PRODUCTS

REDACTED .

EMPLOYER SUPPLIED MATERIALS

REDACTED be installed in accordance with the Works Information then the Contractor notifies the Project Manager via an Early Warning.

OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

REDACTED

SITE WASTE MANAGEMENT PLAN
REDACTED

ENVIRONMENTAL POLICY

REDACTED

- The Supplier shall provide the Services and any goods & equipment required under the Contract in accordance with applicable national and international laws, including those of the country or countries in which the Services or goods & equipment are to be provided, and DFID's environmental operations policy, which is to conserve energy, water and other resources, reduce waste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- The Supplier shall work with DFID and the populations that are potentially affected by its operations under the Contract regarding any environmental issues that could affect the sustainable development provisions of the International Development Act (2002), comply with special conditions as stipulated in the Terms of Reference and carry out any reasonable additional request to ensure the protection of the environment, society and the economy throughout the contract period.
- The Supplier shall ensure it has the requisite expertise and controls to identify and mitigate all factors that may affect compliance with the conditions outlined above as a result of its own operations or those of Sub-Contractors working on its behalf.
- The Supplier shall promptly notify DFID of any changes in potential material adverse effects from its operations under the Contract and of the occurrence of any incident or accident related to the Project that has or is likely to have a significant adverse effect on the environment.
- Nothing in noted above shall relieve the obligations of the Supplier to comply with its statutory duties and Good Industry Practice.
 - Submit: If requested to do so.

- Supporting information: Supply as necessary, including:
- REDACTED

FREEDOM OF INFORMATION
REDACTED
MANAGEMENT OF THE WORKS

GENERALLY

SUPERVISION

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each *subContractor*, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

INSURANCE

REDACTED .

INSURANCE CLAIMS

REDACTED
OWNERSHIP

- REDACTED

SITE MEETINGS

- REDACTED.

CONTRACTOR'S PROGRESS REPORT

REDACTED

CONTRACTOR'S SITE MEETINGS

REDACTED EARLY TAKE OVER

- REDACTED
- NOTICE OF COMPLETION

REDACTED CONTROL OF COST

CASH FLOW FORECAST

- REDACTED

REMOVAL/ REPLACEMENT OF EXISTING WORK

REDACTED

QUOTATIONS FOR PROPOSED INSTRUCTIONS OR COMPENSATION EVENTS

Include:

REDACTED PRODUCTS NOT INCORPORATED INTO THE WORKS

- REDACTED

LABOUR AND EQUIPMENT RETURNS
REDACTED
PAYMENT

- The *Contractor* shall quote PO number 8383 on each invoice raised for payment to the *Employer*.

QUALITY STANDARDS/ CONTROL

STANDARDS OF PRODUCTS AND EXECUTIONS

REDACTED

**DFID AH Refresh Project
Completion / Handover Checklist**

Revision 1

REDACTED

Item	
1.0	
1.1	
1.2	
2.0	
2.1	
2.2	
2.3	
2.4	
2.5	
4.0	
4.1	
4.2	
4.3	
4.4	
5.0	
5.1	
5.2	
5.3	
5.4	
5.6	
5.6	
6.0	
6.1	
6.2	

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6.3	
6.4	
6.5	
6.6	

SECURITY AT COMPLETION

REDACTED MAKING GOOD DEFECTS

REDACTED

SECURITY/ SAFETY/ PROTECTION

SECURITY, HEALTH AND SAFETY
REDACTED

APPENDIX IV
SITE INFORMATION
REDACTED

APPENDIX V

**PROGRAMME
REDACTED**

APPENDIX VI
ACTIVITY SCHEDULE
REDACTED



Delivery Agreement

APPENDIX VII

**RISK REGISTER
REDACTED**

Executed as a deed for and on behalf of **DEPARTMENT FOR INTERNATIONAL DEVELOPMENT**

By

.....

Director

.....

Full name (BLOCK CAPITALS)

.....

Position/title

.....

Director/ Secretary

.....

Full name (BLOCK CAPITALS)

.....

Position/title

Executed as a deed for and on behalf of)
KIER CONSTRUCTION LIMITED)
by)

.....

Director

.....

Full name (BLOCK CAPITALS)

.....

Position/title

.....

Director/ Secretary

.....

Full name (BLOCK CAPITALS)

.....

Position/title