

Key

Query / Option / suggestion

Deal with at Framework Level

Input cell

Automation / drop down

Either remove or have flag on to proceed with caution

Based upon

Base contract residing in the Framework / Schedule

A Schedule will cover each and every Contract



Project Name:
Project Number:

Lydd Ranges Sea Defences
26462

Revision	Status	Originator	Reviewer	Date
1	Approved	D Matthews		30/05/2019
2				
3	Approved	D Matthews		27/06/2019
4	Approved	E Nichols		18/11/2020
5	Approved	D Matthews		23/11/2020

Template Revision

C:\Users\dmattthews\Desktop\01 002 CD MCF ECC Lydd v5.1 - Van Oord 290121 signed

The <i>partner contract</i> is			
N/A			

The <i>language of the contract</i> is			
English			

The <i>law of the contract</i> is the law of			
England and Wales, subject to the jurisdiction of the courts of England and Wales			

The period for reply is	2 weeks	except that	stated differently in the Scope	
	N/A			is
	N/A			is

The following matters will be included in the Early Warning Register			
N/A			

Early warning meetings are to be held at intervals no longer than		1 week	
---	--	--------	--

2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The <i>key dates</i> and <i>conditions</i> to be met are : Not Used	
<i>conditions</i> to be met	<i>key date</i>
1. insert condition	insert date
2. insert condition	insert date
3. insert condition	insert date

The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than	4 weeks
--	---------

3 Time

The <i>starting date</i> is		31st March 2020
-----------------------------	--	-----------------

The <i>access dates</i> are		
part of the Site	date	
Mobilisation in EA Jury's Gap Compound	1st January 2021	
Jury's Gap	1st April 2021	

The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
--	---------

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

The <i>completion date</i> for the whole of the <i>works</i> is	31st October 2022
---	-------------------

Taking over the *works* before the Completion Date

The Client is willing to take over the works before the Completion Date (subject to the requirements of the scope).

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

The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	zero days - to be submitted with offer
--	--

4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is	zero days - to be submitted with offer
--	--

The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is	52 weeks
---	----------

The <i>defect correction period</i> is	4 weeks
--	---------

5 Payment

The <i>currency of the contract</i> is		£ sterling
--	--	------------

The <i>assessment interval</i> is		1 month
-----------------------------------	--	---------

The <i>interest rate</i> is	2 % per annum (not less than 2) above the		
Base	rate of the	Bank of England	bank

6 Compensation events

	The <i>place where weather is to be recorded is</i>		Hastings
	The <i>weather measurements</i> to be recorded for each calendar month are <ul style="list-style-type: none">the cumulative rainfall (mm)the number of days with rainfall more than 5mmthe number of days with minimum air temperature less than 0 degrees Celsiusthe number of days with snow lying at09:00hours GMT		
	and these measurements: <div><div>1.</div><div>Wind speed measured at Manston (available from http://www.metoffice.gov.uk/weather/marine/observations/Manston_table.html)</div></div> <div><div>2.</div><div>Tidal surge at Dover (available from http://www.pol.ac.uk/ntslf/sadata_tgi_ntslf_v2.php?code=Dover&span=1) Sea state (wave height and period) at Sandettie (available from http://www.metoffice.gov.uk/weather/marine/observations/Sandettie_table.html)</div></div> <div><div>3.</div><div>)</div></div> <div><div>4.</div></div> <div><div>5.</div></div>		
	The <i>weather measurements</i> are supplied by		Met Office
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded atabove locationsand which are available fromMet Office		

Where no recorded data are available

Assumed values for the ten year weather return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are		
	Jan	N/A
	Feb	
	Mar	
	Apr	
	May	
	June	
	Jul	
	Aug	
	Sept	
	Oct	
	Nov	
	Dec	

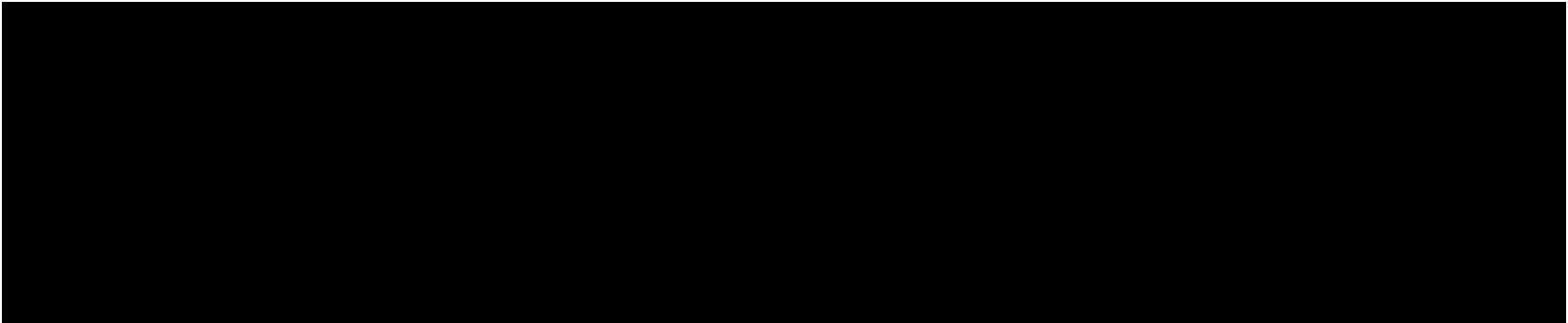
If there are additional compensation events

These are additional compensation events	
1.	Where the placed and profiled volume of beach material to achieve the detailed design flood risk management profile differs from 171,000m3 this will result in a compensation event (positive or negative). The flood risk management profile excludes and is independent from the volume of additional shingle for throughput.
2.	The <i>Contractor</i> shall price on the basis of demolishing and mucking away 33m of existing Denge Marsh Outfall. Any increase/decrease from the assumption shall result in a compensation event.
3.	Should the presence of nesting Avocets in proximity to the works such that the exclusion zone (02 000 Scope Lydd - Appendix B Environmental Action Plan (B.1.9)) coincides with the working area, this shall result in a compensation event.

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional <i>Client's</i> liabilities	
1.	N/A
2.	
3.	



If the *Client* is to provide Plant and Materials

N/A

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

The <i>Client</i> provides these insurances from the Insurance Table : N/A	
1 Insurance against	
Minimum amount of cover is	
The deductibles are	
2 Insurance against	
Minimum amount of cover is	
The deductibles are	
3 Insurance against	
Minimum amount of cover is	
The deductibles are	
The <i>Client</i> provides these additional insurances : N/A	
1 Insurance against	
Minimum amount of cover is	
The deductibles are	
2 Insurance against	
Minimum amount of cover is	
The deductibles are	

If additional insurances are to be provided

3 Insurance against Minimum amount of cover is The deductibles are
The <i>Contractor</i> provides these additional insurances : N/A
1 Insurance against Minimum amount of cover is The deductibles are
2 Insurance against Minimum amount of cover is The deductibles are
3 Insurance against Minimum amount of cover is The deductibles are

Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
------------------------	--------------------------

Option W2	<table><tr><td colspan="2">The <i>Senior Representatives</i> of the <i>Client</i> are</td></tr><tr><td>Name (1)</td><td>TBC</td></tr><tr><td>Address for communications</td><td></td></tr><tr><td>Address for electronic communications</td><td></td></tr></table>	The <i>Senior Representatives</i> of the <i>Client</i> are		Name (1)	TBC	Address for communications		Address for electronic communications	
The <i>Senior Representatives</i> of the <i>Client</i> are									
Name (1)	TBC								
Address for communications									
Address for electronic communications									
	<table><tr><td colspan="2">Name (2)</td></tr><tr><td>Address for communications</td><td></td></tr><tr><td>Address for electronic communications</td><td></td></tr></table>	Name (2)		Address for communications		Address for electronic communications			
Name (2)									
Address for communications									
Address for electronic communications									
Option W2	<table><tr><td colspan="2">The <i>Adjudicator</i> is</td></tr><tr><td>Name</td><td>TBC</td></tr><tr><td>Address for communications</td><td></td></tr><tr><td>Address for electronic communications</td><td></td></tr></table>	The <i>Adjudicator</i> is		Name	TBC	Address for communications		Address for electronic communications	
The <i>Adjudicator</i> is									
Name	TBC								
Address for communications									
Address for electronic communications									
Option W2	<table><tr><td>The <i>Adjudicator nominating body</i> is</td><td>Institution of Civil Engineers</td></tr></table>	The <i>Adjudicator nominating body</i> is	Institution of Civil Engineers						
The <i>Adjudicator nominating body</i> is	Institution of Civil Engineers								

Z Clauses

Z1 Correctness of Site Information and other documents

Z1.1 Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* , but is not warranted correct. Clause 60.3 does not apply to such site information and the *Contractor* is responsible for checking the correctness of any such Site Information they rely on for the purpose of pricing for or providing the works.

Z1.2 Information regarding construction methods or processes referred to in pre contract health and safety plans are provided in good faith by the *Client* but are not warranted correct (except for the purpose of promoting high standards of health and safety) and the *Contractor* is responsible for checking the correctness of any such information he relies on for the purpose of pricing for, or providing the *works* .

Z 2A: Risk transfer: Physical conditions within the Site

Clause 60.1 (12) is deleted from this contract

Z 2B: Water levels: Contractor's risk

Clause 60.1 (12) second bullet point is amended to: “are not weather conditions or floods and”

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

“Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor* . Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor*.

Delete ‘The’ At start of clause 63.1 and replace with:

“For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the.....”

Z 4 The Schedule of Cost Components

Delete the Schedule of Cost Components and Short Schedule of Cost Components replace with the Schedule of Cost Components as detailed in the Framework Schedule 9.

Z 6 Payment for Work Done to Date

Delete existing clause 11.2 (31) and replace with:

“11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the *Client*.”

Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.3:

54.7 The *Project Manager* assess the *Contractor's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done to Date. The difference is divided into increments falling within each of the *share ranges* . The limits of a *share range* are the Aggregated Price for Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Contractor's* share equals the sum of the products of the increment within each *share range* and the corresponding Contactor's *share percentage* .

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the *Contractor* is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the *Contractor* pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the *Contractor* .

54.10 The *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the *works* .

54.11 The *Project Manager* makes a final assessment of the *Contractor's* share, using the final Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.3 If there is a termination, the *Project Manager* assesses the *Contractor's* share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

- the total of
 - o the Defined Cost which the *Contractor* has paid and
 - o which it is committed to pay for work done before termination
 - and
 - the total of
 - o the Defined Cost which the *Consultant* has paid and
 - o which it is committed to pay
 - in the *partner contract* before the date the termination certificate is issued under this contract.
- The assessment uses as the Aggregated Total of the Prices the sum of
- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
 - and
 - the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
 - in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(37) The Aggregated Total of the Prices is sum of

Add:

11.2(37) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the partner contract

11.2(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and
- the Price for Service Provided to Date in the *partner contract*.

Z23 Risks and insurance

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the *Client* on an annual basis.

Z10 Payments to subcontractors, sub consultants and suppliers

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999

The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:

Transfer of rights clause Z11

Professional indemnity insurance cover to same cover as that specified for the *Contractor*

Z11.1 The *Client* ('the third Party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:

Z11.1.1 the Parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and

Z11.1.2 each third Party's rights against Party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to Party B's rights against Party A under this agreement.

Z11.2 Except as provided in clause Z1.1, this agreement does not create any right enforceable by any person who is not a Party to it (Other Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other Party which exists or is available apart from that Act.

Z16 Disallowed Costs

Add the following bullet to clause 11.2 (26) Disallowed costs

- was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements.
- was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

Z18 Payment of pain/gainshare

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not pay any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the *works* using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the *works* .

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the *works* , the *Project Manager* makes a final assessment of the Contractor's share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Z19 Linked contracts

Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

Z20 Defect Dates for Sections

Where a section of the *works* is defined and is located in a separate area of the Site, the time to the *defects date* for that section is the defined period after the Completion of that *section* , and is defined in the Contract Data.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager’s* certificate.
Delete existing clause 51.2 and insert the following:
51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following
Insurance certificates are to be submitted to the *Client* on an annual basis.

Z24 Acceptance of nourishment works

Delete existing clause 35.1 and replace with:
“The *Client* takes over a part of the nourished beach when the *Supervisor* issues an acceptance certificate. Any change in the accepted beach profile due to natural causes following the issue of the acceptance certificate is not a Defect.”

Z25 Weather risk

Clause 60.1 (13) is deleted.

Z26 Breakdown of dredgers and other marine equipment

Breakdowns of dredgers and other marine equipment are not compensation events.
Breakdowns of dredgers and other marine equipment are included in Defined Cost as follows:

- First 24 hours at Idle Rate.
- Second 24 hours at half of Idle Rate.
- After 48 hours there is no charge for the dredger or other marine equipment.
- After 48 hours fixed site establishment costs and the *Contractor’s* Project Manager’s time costs only are included.
- If the dredger or other marine equipment immediately leaves the site for repair following the breakdown, then there is no charge for the offsite period.

Z27 Fisheries Liaison Officer

The responsibility for the employment and management of the Fisheries Liaison Officer (FLO) shall lie with the Contractor. Agreement to third party compensation payments can only be made by the Environment Agency’s Estates Department.

Z28 Fee

No Fee is to be added to the following items:
Crown Estate Fee
Material Licence Holder Fee
Approval costs (e.g. fees for Planning Applications and FEPA licences)
Taxes (including Aggregate Taxes)

Z29 Payment of annual pain and gain shares

The pain and gain share will be determined and paid on an annual basis following the sectional completion date and assessment of the final account for each section. The payment will be in line with the process as set out in the Deed of Agreement.

Z30 Change in Quantity of Material : NOT USED

The *Client* is not bound to undertake any or all of the sections xxx and may cancel one or more of these sections of the *works*.
The *Contractor* is to keep the *Project Manager* informed of the forecast of any potential Defined Costs associated with the cancellation of any or all of these sections of Works. In the event of the using this clause, payment will only be able to be recovered on the basis of the Defined Cost which has been incurred and those cancellation costs which have been notified by the *Contractor* in his accepted forecast.
The *Client* will advise the *Contractor* of whether a section is to be removed at the Price Setting Meeting of calendar year of that particular campaign.
If the quantity of beach material fall below 200,000m3 or above 500,000m3 for a campaign, the *Project Manager* will reassess the rate for that years target.

Z31 Changes to fuel prices and exchange rate

A change in Price due to change in fuel price and exchange rates will be those printed in the Financial Times on the *starting date* .

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

T

insert description
insert description

██████████

[REDACTED]

DIO Regional Delivery
Building 95, Waterloo Lines
Imber Road, Warminster
Wiltshire BA12 0DJ

114

114

██████████

11

██████████

the Client

[illegible]

The period after the Contract Date within which the *Contractor* is to submit a first

insert period

[REDACTED]

██████████

██████████

██████████

114

██████████

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurane for claims made against it arising out of its failure to use the skill and care is

insert period

██████████

114

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

as per framework
agreement

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

OPTION X16: Retention : NOT USED

The *retention free* amount is

The *retention percentage* is

%

Retention bond

The *Contractor* may not give the *Client* a retention bond.

OPTION X18: Limitation of liability : ~~NOT USED~~

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

£5 million

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to

£1 million

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

£5 million

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£10 million

The *end of liability date* is

6 years

after the

Completion of the whole of the *works*

OPTION X20: Key Performance Indicators (not used with Option X12) : NOT USED

The *incentive schedule* for Key Performance Indicators is in

state location

A report of performance against each Key Performance Indicator is provided at intervals of *number of months* months

41

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Contractor* is to pay any bank charges made and to be paid any interest paid by the *project bank* (*delete as applicable*)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment is due

The period for payment is on which payment becomes due

14

days after the date

Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

If Option Y(UK)3 is used

term

beneficiary

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3.

term

The provisions of Y(UK)1

beneficiary

Defence Infrastructure Organisation

Part Two - Data provided by the Contractor

Completion of the data in full, according to the Options chosen, it is essential to create a complete contract.

1 General

The Contractor is
Name

Address for communications

Address for electronic
communications

The fee percentage is

The working areas are

The key persons are

Name (1)
Job
Responsibil
Qualificatio
Experience

Name (2)
Job
Responsibil
Qualificatio
Experience

Name (3)
Job
Responsibil
Qualificatio
Experience

Name (4)
Job
Responsibil
Qualificatio
Experience

Name (5)
Job
Responsibil
Qualificatio
Experience

Name (6)
Job
Responsibil
Qualificatio
Experience

Name (7)
Job

		<div>Responsibilities</div> <div>Qualifications</div> <div>Experience</div>	
		<div>Name (8)</div> <div>Job</div> <div>Responsibilities</div> <div>Qualifications</div> <div>Experience</div>	
	The following matters will be included in the Early Warning Register		<div>Legacy military debris is discovered on site and includes hazardous chemicals</div> <div>Delays caused by others, particularly in respect of obtaining the required consents</div> <div>Location for placement / storage of VAST material</div> <div>N/A</div> <div>N/A</div> <div>N/A</div> <div>N/A</div> <div>N/A</div>
2 The Contractor's main responsibilities	If the Contractor is to provide scope for its design		<div>The Scope provided by the Contractor for its design is ir</div> <div>to be provided during Detailed Design</div>
3 Time	If a programme is to be identified in the Contract Data.		<div>The programme identified in the Contract Data is</div> <div>Lydd Ranges Sea Defence Scheme Tender Programme 001 Final</div>
5 Payment	If Option A or C is used		<div>The activity schedule is</div> <div>as per Activity Schedule tab</div>
Resolving and avoiding disputes			<div>The Senior</div> <div>Name (1)</div> <div>Address for</div> <div>Address for</div> <div>Name (2)</div> <div>Address for</div> <div>Address for</div>
X10: Information Modelling	If an information execution plan is to be identified in the Contract Data		<div>The information execution plan identified in the Contract Data is</div> <div>to be provided during Detailed Design</div>

Y(UK)1:
Project Bank
Account

If Option Y(UK)1 is used

The *project bank* is

To be set Up after Award of Contract

Data for the Schedule of Cost Componen

The listed items of Equipmen

Equipment

insert details

insert details

insert details

The rates for special Equipm

Equipment

TSHD: Rotterdam

TSHD: Vox Amalia

TSHD: Utrecht

Please note that TSHD rates

Pipeline: Floating

Pipeline: Sinker

Pipeline: Shore

The rates for Defined Cost of

or are

category of person

Welder

Fabricator

Director

The rates for Defined Cost of

category of person

Director

Associate Director

Principal Engineer

Senoir Engineer

Assistant Engineer

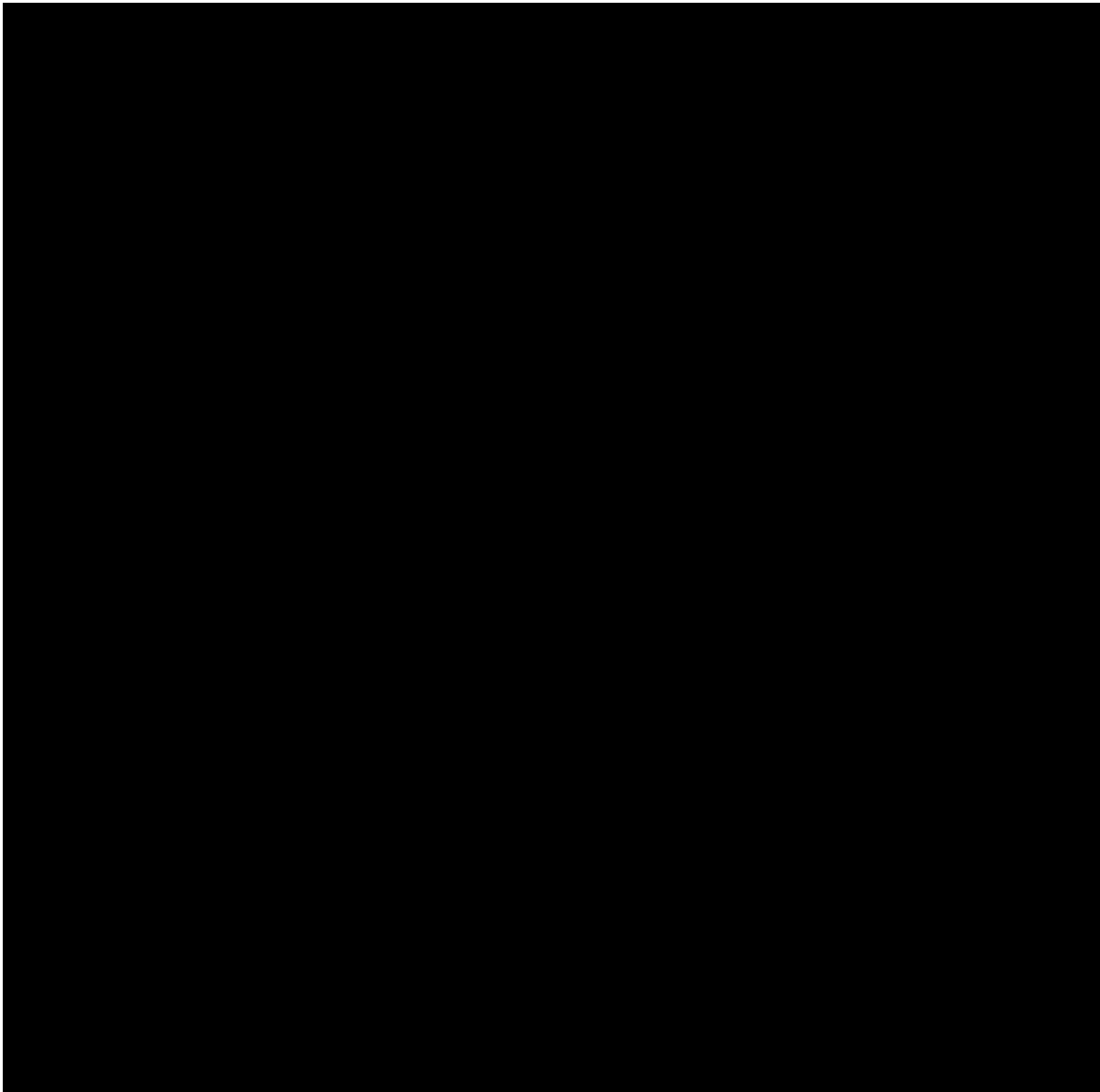
Graduate Engineer

Senior Technician

Technician

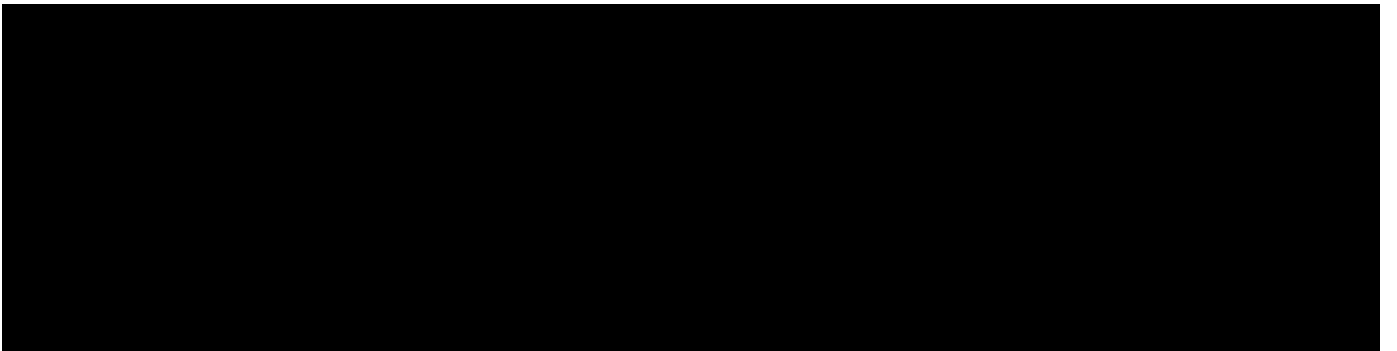
The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the works and Equipment done outside the Working Areas are

ALL



Contract Execution

Client execution



Contractor execution

