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ENGINEERING AND CONSTRUCTION CONTRACT under Marine and Coastal Framework
CONTRACT DATA PART ONE

Project Name Rye Harbour WID Dredging 2022

Project Number ENV0003878C

This contract is made on
between the *Client* and the *Contractor*

29 January 2022

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of June 2019 between the *Client* and the *Contractor* in relation to the Marine and Coastal Framework. The following Clauses and Schedules of the Agreement are incorporated into this contract by reference
- Schedules 1- 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
33915 - Rye Dredging Scope v1.3

Part One - Data provided by the *Client*
Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

Main Option

Option A

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X11: Termination by the *Client*

X18: Limitation of liability

X20: Key Performance Indicators

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

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

Z: *Additional conditions of contract*

The *works* are

The *Contractor* shall undertake water injection dredging of the following specified areas of Rye Harbour to the specified depths:

- Strand Quay should be dredged to -0.5m below ordnance datum Newlyn
- Rock Channel navigable channel - should be dredged to -0.5m below ordnance datum Newlyn
- Simmons Quay should be dredged to -1.0m below ordnance datum Newlyn
- Turning Area should be dredged to 0.0 ordnance datum Newlyn

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The *Project Manager* is

Address for communications

Arcadis
80 Fenchurch Street
London
EC3M 4BY

Address for electronic communications

The *Supervisor* is

Address for communications

Environment Agency
Scots Float Depot
Military Road
Rye
East Sussex
TN31 7PH

Address for electronic communications

The Scope is in
33915 - Rye Dredging Scope v1.3

The Site Information is in
33915 - PCI Rye Dredging 2022

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives of the Client* are
Name (1)

Address for communications

Riversmeet House
Newtown Industrial Estate
Northway Lane
Twekesbury
Gloucestershire

Address for electronic communications

Name (2)

Address for communications

Defra Group Commercial
c/o Environment Agency
Kingfisher House
Goldhay Way
Peterborough
PE2 5ZB

Address for electronic communications

The *Adjudicator* is

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The 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 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*."

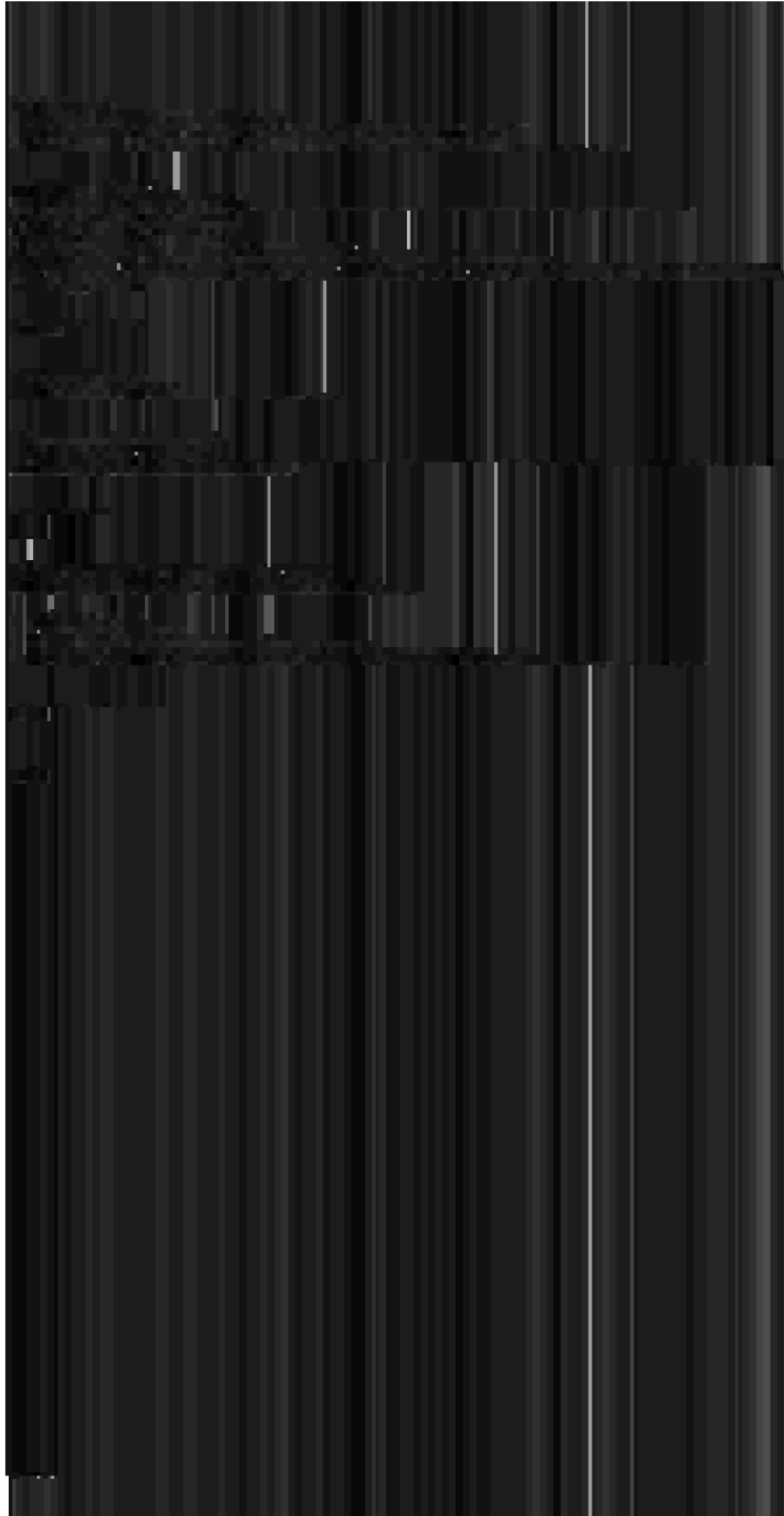
Z10 Payments to subcontractors, sub consultants and suppliers

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.



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Part Two - Data provided by the Contractor

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

1 General

The Contractor is	
Name	Van Oord
Address for communications	Bankside House Henfield Road Henfield West Sussex BN5 9XQ
Address for electronic communications	
The fee percentage is	Option A
The working areas are	Rye Harbour, dredge areas given by Client
The key persons are	
Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	
The following matters will be included in the Early Warning Register	Opportunity: Fewer tides needed for completion of the surge

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in N/A

3 Time

The programme identified in the Contract Data is
N/A

5 Payment

The *activity schedule* is
33915 - Rye Dredging Activity Schedule

The tendered total of the Prices is
[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the Contractor are

Name (1) [REDACTED]
Address for communications
Bankside House
Henfield Road
Small Dole
West Sussex
BN5 9XQ

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
Bankside House
Henfield Road
Small Dole
West Sussex
BN5 9XQ

Address for electronic communications
[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution

Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency



Contractor execution

Signed Underhand by [PRINT NAME] for and on behalf of Van Oord

