

**This document is executed as a deed and is delivered
and takes effect at the date written at the beginning of it**



Contract Name:	Saltfleet to Gibraltar Point Beach Nourishment 2025-27
Project Number:	ENV0002657C
Contract Type:	Engineering Construction Contract
Option:	Option D
Contract Number:	C25917
Stage:	Construction

Contract Data

Saltfleet to Gibraltar Point Beach Nourishment 2025-27

This contract is made on ~~20 August 2024~~ 6 September 2024

PART ONE – DATA PROVIDED BY THE CLIENT

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

1 General

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

The following Schedules are incorporated into this contract by reference:
Schedules 1 to 19 inclusive.

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the law; X4 Ultimate Holding Company Guarantee; X5 Sectional Completion; X7 Delay damages; X8 Undertakings to Others; X9 Transfer of rights; X10 Information modelling; X11 Termination by the Client; X15 *Contractor's* design; X16 Retention; X18 Limitation of liability; X20 Key Performance Indicators.

Y(UK)1 Project Bank Account; 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

Beach nourishment and other works that are required to sustain the standard of protection along the Lincolnshire coastline.

The *Client* is

Name

Environment Agency

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Address for communications

Address for electronic communications

The Scope is in

Saltfleet to Gibraltar Point Strategy (SGPS) – Beach Management – Scope v3.0 dated 9 August 2024

The Site Information is in

ENV0002657C-JAC-ZZ-L00-RP-C-0001-S2-P03-K0200-EA4-LOD4-BM_2021_2024_PCI

The *boundaries of the site* are

ENV0001081C-CH2-ZZ-L00-DR-C-1800
Rev P02

The *language of the contract* is

English

The *law of the contract* is the law of

England & Wales, subject to the jurisdiction of the Courts of England & Wales

The *period for reply* is

two weeks

except that

• The *period for reply* for

Any matter relating to SHEW

is

24 hours

• The *period for reply* for

Any matter relating to flooding

is

24 hours

The following matters will be included in the Early Warning Register

None

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

2 weeks

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 *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	Completion of all beach nourishment works for Section 1	1 st October 2025
(2)	Completion of all beach nourishment works for Section 2	1st October 2026
(3)	Completion of all beach nourishment works for Section 3	1st October 2027

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than

4 weeks

3 Time

The *starting date* is

1st January 2025

The *access dates* are

part of the Site

date

(1) Site Compound

1st January 2025

(2) Beach access for Total Beach Survey

1st January 2025, 2026,
2027

(3) Beach access for mobilisation

14th February 2025,
2026, 2027

(4) Beach access for undertaking the *works*

After Easter weekend
2025, 2026, 2027

The *Contractor* 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 *completion date* for the whole of the *works* is

31 March 2028

Taking over the *works*
before the Completion Date

The *Client* is willing to take over the *works* before the
Completion Date

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

The period after the Contract Date within which the
Contractor is to submit a first programme for acceptance is

4 weeks

4 Quality management

The period after the Contract Date within which the
Contractor is to submit a quality policy statement and
quality plan is

4 weeks

The period between Completion of the whole of the *works*
and the *defects date* is

0 weeks for beach
nourishment works
and 52 weeks for other
works

The *defect correction period* is

2 weeks

except that

• The *defect correction period* for

A safety issue for the public

is

24 hours

5 Payment

The *currency of the contract* is the

£ Sterling

The *assessment interval* is

Monthly

The *interest rate* is

2.0

% per annum (not less than 2) above the

Base

rate of the

Bank of England

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

Not applicable

The Contractor's share percentages and the share ranges are

share range

Contractor's share percentage

less than	80	%	0	%
from	80	% to	100	%
from	100	% to	120	%
greater than	120	%	100	%

The exchange rates applicable to the change in the amount due, arising from payment of Defined Cost made by the Contractor in a currency other than the currency of the Contract since the last payment certificate, are those published at www.oanda.com interbank exchange rate

on the day before the assessment date

6 Compensation events

~~The place where weather is to be recorded is~~

Not Used for beach nourishment activities

~~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~~

Not Used

hours GMT

and these measurements:

To be agreed for instructed additional works.

~~The weather measurements are supplied by~~

Not Used

~~The weather data are the records of past weather measurements for each calendar month which were recorded at~~

Not Used

~~and which are available from~~

Not Used

Where no recorded data are available

Assumed values for the ten year weather return ~~weather data~~ for each ~~weather measurement~~ for each calendar month are

Not Used

If there are additional compensation events

These are additional compensation events

1. A change in the Crown Royalty fee for extraction of material.
2. Termination or Suspension of the extraction license unless the termination or Suspension is due to the actions of the *Contractor*, their Subcontractors or Suppliers.

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1) Not used

(2) Not used

(3) Not used

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£15,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

not less than the amount required by law

If the *Client* is to provide Plant and Materials

cover for Plant and Materials provided by the *Client* for an amount of

Not applicable

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

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Not Used

Minimum amount of cover is

Not Used

The deductibles are

Not Used

If additional insurances are to be provided
The *Client* provides these additional insurances

(1) Insurance against

Not Used

Minimum amount of cover is

Not Used

The deductibles are

Not Used

The *Contractor* provides these additional insurances

(1) Insurance against

Not Used

Minimum amount of cover is

Not Used

The deductibles are

Not Used

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

~~The *arbitration procedure* is~~

Not used

~~The place where arbitration is to be held is~~

Not used

~~The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator is~~

Not used

If Option W1 or W2 is used The *Senior Representatives* of the *Client* are

Name (1)	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>
Name (2)	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>
The <i>Adjudicator</i> is	
Name	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>
The <i>Adjudicator nominating body</i> is	<div>The Institution of Civil Engineers</div>

X5: Sectional Completion

If Option X5 is used The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<div>Year 1 Campaign 2025</div>	<div>31 December 2025</div>
(2)	<div>Year 2 Campaign 2026</div>	<div>31 December 2026</div>
(3)	<div>Year 3 Campaign 2027</div>	<div>31 December 2027</div>
(4)	<div>Remainder of the <i>works</i></div>	<div>31 March 2028</div>

X7: Delay damages

If Option X7 is used with Option X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Year 1 Campaign 2025	£1.00
(2)	Year 2 Campaign 2026	£1.00
(3)	Year 3 Campaign 2027	£1.00
(4)		
The delay damages for the remainder of the <i>works</i> are		£1.00

X8: Undertakings to the *Client* or *Others*

If Option X8 is used

The *undertakings to*

Others are

provided to

None

The *Subcontractor undertaking to Others* are

works

provided to

None

The *Subcontractor undertaking to the Client* are

works

any design undertaken on the *Contractor's* behalf

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

2 weeks

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

£1,000,000

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

12 years

X15: The *Contractor's* design

If Option X15 is used	The <i>period for retention</i> following Completion of the whole of the <i>works</i> or earlier termination is	12 years
	The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> is, in respect of each claim	10 x cost of design
	The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	12 years

X16: Retention

If Option X16 is used	The <i>retention free</i> amount is	Nil
	The <i>retention percentage</i> is	5 [Five] %
Retention bond	The <i>Contractor</i> may not give the <i>Client</i> a retention bond.	

X18: Limitation of liability

If Option X18 is used	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£1,000,000
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£15,000,000
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	£5,000,000
	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	Total of the Prices divided by 3, plus 25%
	The <i>end of liability date</i> is	12 years after the Completion of the whole of the <i>works</i>

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

If Option X20 is used	The <i>incentive schedule</i> for Key Performance Indicators is in	Table 9.3 of Schedule 9
	A report of performance against each Key Performance Indicator is provided at intervals of	6 months

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *Contractor* **is** to pay any charges made and to be paid any interest paid by the *project bank*.

The *account holder* is **the Contractor**

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 becomes due

The period for payment is

Not used

days after the date on which payment becomes due

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

If Option Y(UK)3 is used	term	<i>beneficiary</i>
	No terms under this contract other than those required for Y(UK)1 to operate	No beneficiaries under this contract other than those Named Suppliers identified under Y(UK)1

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	<i>beneficiary</i>
	The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

The *additional conditions of contract* are:

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 as 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 as 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 they rely on for the purpose of pricing for, or providing, the *works*.

Z2A: Risk transfer

Physical conditions within the Site Clause 60.1 (12) is deleted from this contract.

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.....”

Z4 The Schedule of Cost Components

Delete the cost component of **People** in its entirety and replace with:

People

- 1 The following components of the cost of
 - people who are directly employed by the *Contractor* and whose normal place of working is within the Working Areas,
 - people who are working remotely (i.e. working from home) but who would otherwise be working in the Working Areas,
 - people who are directly employed by the *Contractor* and whose normal place of working is not within the Working Areas but who are working in the Working Areas, proportionate to the time they spend working in the Working Areas and
 - people who are not directly employed by the *Contractor* but are paid for by it according to the time worked while they are within the Working Areas.
- 11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate spent within the Working Areas.
- 12 Payments related to work on the contract and made to people for:
 - (a) Wages, salaries and rates
 - (b) bonuses and incentives
 - (c) overtime

- (d) working in special circumstances
- (e) special allowances
- (f) absence due to sickness and holidays
- (g) severance.

Amounts paid by the Contractor are included in the People Rates

- 13 Payments made in relation to people in accordance with their terms of engagement or otherwise for
- (a) travel
 - (b) subsistence and lodging
 - (c) relocation
 - (d) medical examinations
 - (e) passports and visas
 - (f) travel insurance
 - (g) items (a) to (f) for dependants
 - (h) IT equipment [particular to an individual], software and support services
 - (i) meeting the requirements of the law
 - (j) pensions and life assurance
 - (k) health insurance or other welfare provision, Life Assurance, Occupational Accident Benefit and Death Benefit
 - (l) National Insurance contributions (The Contractor's NI payments as an Employer in respect of staff consistent with Inland Revenue rules prevailing at the time).
 - (m) CITB levy
 - (n) medical aid
 - (o) vehicle and/or related expenses where included on an employee's P11D including maintenance, insurance, taxes and depreciation
 - (p) training
 - (q) mobile phones including all call / data charges
 - (r) professional subscriptions
 - (s) BPSS security clearance check

Amounts paid by the Contractor are included in the People Rates

Z6 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. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

To clarify, clause 20.4 requires the Contractor to prepare forecasts of the total Defined Cost for the whole of the works at regular intervals (in other words a regular forecast of the total outturn cost). The intent of Z6 is to ensure that payments to the Contractor do not exceed the forecast total outturn cost, not to restrict payments to a monthly cash-flow forecast.

Z7 Contractor's share

At the end of clause 54.5 add the following:

The *Contractor's share percentage* at Completion is subject to the X20 KPI Incentive Schedule.

After clause 54.6 and before clause 54.7, insert the following additional clause:

54.6A If, prior to Completion of the whole of the *works*, the Price for Work Done to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Contractor*.

Z10 Payments to subcontractors, sub consultants and suppliers

Subcontractors

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

If the *Contractor* does not achieve payments within these timescales 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 for further work.

Z11 Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999

Z11.1 The *Contractor* warrants all design complies with the contract whether undertaken by the *Contractor* or by their Subcontractors.

Z11.2 All contracts for design employed by the *Contractor* must include:

- Y(UK)3 The Contracts (Rights of Third Parties) Act 1999
- A requirement for the *Contractor's* Subcontractor to hold Professional Indemnity insurance to the same level as the cover specified for the *Contractor* in this contract
- A clause to give the *Client* (the Environment Agency) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999
- A clause to ensure that neither the *Contractor* nor their Subcontractor can alter the provisions of their subcontract without the consent of the *Client*
- A clause to ensure that the *Client's* rights against the Subcontractor under the subcontract shall be subject to the same conditions, limitations and exclusions as apply to the *Contractor's* rights against the Design Consultant under the same subcontract
- A clause to state that except as provided in clause Z11.1, the subcontract 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 the clause does not affect any right or remedy of any 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 Contract following an audit.
- the removal of Equipment or Plant and Materials sunk in connection with, or accumulated as a result of, Providing the Works and the removal of any other Equipment or Materials sunk as a direct consequence of the *Contractor's* actions;
- any increased costs for the dredger, over and above the rates stated in the Bill of Quantities Appendix 2, due to the dredger's substitution for commercial or similar reasons within the *Contractor's* control;
- the costs associated with the correcting of non-compliant material placed on beaches. If tests of the material in-situ show that the placed material does not conform to the Grading Envelope, the *Project Manager* will determine the appropriate cause of action from the following options:
 - the costs associated with the *Contractor* mixing out-of-specification material with conforming material to achieve a net grading that does comply and removes remaining non-compliant material from the Site;
 - the cost of non-compliant material is permitted on the frontage, (i.e. the *Contractor* is not paid for that load but is not required to remove the material);
 - the cost of removing all of the non-compliant material from the Site and replacing it with conforming material stated in the Scope.

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.

Z30 Change in Quantity of Material

The *Client* is not bound to undertake any or all of the sections 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 this clause [Z30] is used, costs shall only be recovered on the basis of the Defined Cost which has been incurred and paid for plus those cancellation costs which have been notified by the *Contractor* in their accepted forecast.

The *Client* will advise the *Contractor* of whether a section is to be removed at the Annual Price Review Meeting for that particular campaign. The Annual Price Review Meeting shall be held at or around the 14th February 2025, 2026 and 2027

Z32 Environment Agency as regulatory authority:

The Environment Agency's position as a regulatory authority and as *Client* under the contract are separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.

Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees. The Environment Agency's acceptance of a Contract and the *Project Manager's* instructing or varying work does not constitute statutory approval or consent.

An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event.

Z33 Defined Costs

Add clause 52.5

If the *Contractor* subcontracts any part of the works to an Associated Company, the Defined Cost of the work subcontracted is assessed in accordance with the Schedule of Cost Components as if the works had not been subcontracted unless otherwise agreed by the *Project Manager*.

Z34 Compensation Events

Add clause 60.8

For the sake of clarity, the following are not compensation events:

1. Marine accidents, collisions, etc.
2. The beach and /or site is left unsafe for public use.
3. Archaeological offshore finds.

4. Incendiary and explosive devices found offshore and those brought onshore as a result of activities offshore.
5. Termination or Suspension of the extraction license due to the actions of the *Contractor* or their Subcontractors or suppliers.
6. Inability to provide the quantity and/or quality of nourishment material.
7. Interference with winning, transporting and placing of nourishment material due to the actions of the *Contractor* or their Subcontractors or suppliers.
8. Non-compliance with FEPA/CPA licence conditions.
9. Environmental impacts onshore and offshore.
10. Change in market price of nourishment material (excluding a change in royalty rates).
11. Fluctuations in Fuel Prices.
- 12..Adverse weather and/or sea conditions.
14. Change in dredger or using more than one dredger to undertake the works.

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 UK Ltd.

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED] %

The *working areas* are

The Anderby Creek compound, the Moggs Eye storage area and other compound areas, Crown Estate Licensed Borrow Area 481, including the sailing routes to and from it, agreed access locations and remote working locations of applicable staff as included in the Data for Cost Components within the Bill of Quantities Appendix 2

The *key persons* are

Name (1)

[REDACTED]

Job

Client Manager

Responsibilities

Please refer to CV

Qualifications

Please refer to CV

Experience

Please refer to CV

Name (2)

[REDACTED]

Job

Project Manager

Responsibilities

Please refer to CV

Qualifications

Please refer to CV

Experience

Please refer to CV

The following matters will be included in the Early Warning Register

1. Weather
2. Interfaces with various offshore wind farms being developed off the Lincolnshire coast, including near shore cable installations
3. Potential future application of UK or EU Emissions Trading Scheme (ETS) to the marine equipment required to be deployed for the project
4. Price of marine fuel

2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its design

The Scope provided by the *Contractor* for its design is in

Not applicable

3 Time

If a programme is to be

The programme identified in the Contract Data is

A3_Van Oord
Rd2_Gantt chart
programme

identified in the Contract Data

If the *Contractor* is to decide the *completion date* for the whole of the *works*

The *completion date* for the whole of the *works* is

Not used

5 Payment

The *bill of quantities* is

SGP 25-27 Contract
BOQ version A

The tendered total of the Prices is

[REDACTED]

Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives* of the *Contractor* are

Name (1)

[REDACTED]

Address for communications

Van Oord UK Ltd.

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

Van Oord Dredging & Marine Contractors
by

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

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

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components

The people listed in Contract Data who are employed by the *Contractor*, whose normal place of working is not within the Working Areas and who are working outside of the Working Areas other than on manufacture and fabrication and design are

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

- Not Used

The rates for special Equipment are

- included in the Data for Cost Components within the Bill of Quantities Appendix 2

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

- Not used

The rates for Defined Cost of design outside the Working Areas are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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 categories of design people shall include travelling expenses in their People Rates.

Contract Execution

Client execution

Signed as a Deed by [redacted] for and on behalf of the **Environment Agency**

Signature [redacted] Date 06/09/2024 Role [redacted]

In the presence of:

Signature [redacted] Date 06/09/2024 Role [redacted]

Name [Print]

Address

Contractor execution

Signed as a Deed by [redacted] for and on behalf of **Van Oord UK Ltd.**

Signature [redacted] 20 August 2024 Date [redacted]

Role [redacted]

In the presence of:

Signature [redacted] 20 August 2024 Date [redacted]

Role [redacted]

Name [Print]

Address