



Framework: Marine & Coastal Framework
Supplier: Van Oord
Company Number: 01805156

Geographical Area: South East
Contract Name: Early Supplier Engagement for MEAS Elmley project
Project Number: ENVIMSO001088R

Contract Type: Professional Service Contract
Option: Option E

Contract Number: C16308

Stage: All_Work_Types

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Marine and Coastal Framework
CONTRACT DATA

Project Name Early Supplier Engagement for MEAS Elmley project

Project Number ENVIMSO001088R

This contract is made on 01 June 2023
between the Client and the Consultant

This Contract is made pursuant to the Framework Agreement (the "Agreement") dated 16th day of May 2019 between the Client and the Consultant in relation to the NCSA Mapping and Modelling Support Framework. The entire Agreement and the following schedules are incorporated into this Contract by reference

- Schedules 1 to 22 inclusive
- The following documents are incorporated into this contract by reference
Early Supplier Engagement for MEAS Elmley project PSC Scope V3

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 secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option E	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the Client
- X18: Limitation of Liability
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: Additional conditions of contract

The service is To provide Early Supplier Engagement (ESE) consultancy advice for the MEAS Elmley project which involves two Managed Realignment habitat creation sites and asset defences work. To collaboratively work with members of the project team, both

The Client is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The Service Manager is

Address for communications Environment Agency
Guildbourne House
Chatsworth Road
Worthing
West Sussex
BN11 1LD

Address for electronic communications

The Scope is in
Early Supplier Engagement for MEAS Elmley project PSC Scope V3

The language of the contract

The law of the contract

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The period for retention is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

1

2

3

4

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

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

key date

'none set'

'none set'

'none set'

'none set'

'none set'

'none set'

The Consultant prepares forecasts of the total expenses
at intervals no longer than

4 weeks

The Consultant prepares forecasts of the total Defined
Cost plus Fee and expenses at intervals no longer than

4 weeks

3 Time

The starting date is

01 June 2023

The Client provides access to the following persons, places and things
access

access date

Asite

01 June 2023

FastDraft

01 June 2023

SharePoint

01 June 2023

The Consultant submits revised programmes at intervals
no longer than

4 weeks

The completion date for the whole of the service is

01 June 2025

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

4 weeks

4 Quality management

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

4 weeks

The period between Completion of the whole of the service and the
defects date is

26 weeks

5 Payment

The currency of the contract is

£ sterling

The assessment interval is

Monthly

per annum (not less than 2) above the

All UK Offices

period required by law

on in the courts

confirmed^a

confirmed*

Institution of Civil Engineers

- ants,
e combustion of nuclear fuel,

23 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:

(including compensation events with the sub contractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of':

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant's* project team.
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed completion, if delay is due to *Consultant* performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- 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

24 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

92.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

26 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

224 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 *Service Manager's* approval of a fee note.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and

If a certified payment is late, 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

2125 Limitation of Liability

after the fourth bullet point

insert the additional bullet points:

- loss of or damage to the *Client's* property, to the sum that the *Consultant* is required to insure under the contract in respect of such loss or damage,
- death of or bodily injury to employees of the *Consultant* arising out of their employment in connection with the contract, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X18: Limitation of Liability

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

£1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£1,000,000.00

The *end of liability date is* 6 Years after the
Completion of the whole of the *service*

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act

term beneficiary

term beneficiary

The provisions of
Y(UK)1

Part Two - Data provided by the Consultant

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

1 General

The Consultant is
Name Van Oord UK Ltd.

Address for communications
Bankside House
Henfield Road
Henfield
West Sussex
BN5 9XQ

Email address

The subcontract fee percentage is
Option E

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

5 Payment

The *activity schedule* is

The tendered total of the Prices is
£67,847.39

Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

Name (1)

Address for communications

Van Oord UK
Bankside House
Henfield Road
Small Dole
West Sussex
BN5 9XQ

Address for electronic communications

Name (2)

Address for communications

J.T. Mackley & Co. Ltd.
Bankside House
Henfield Road
Small Dole
West Sussex
BN5 9XQ

Address for electronic communications

Contract Execution

Client execution

Signed Underhand by **[PRINT NAME]**

for and on behalf of the Environment Agency

Signature

Date

Role

Consultant execution

Signed Underhand by **[PRINT NAME]**

for and on behalf of

Van Oord UK Ltd.

[REDACTED]

[REDACTED]

2 June 2023

Date

[REDACTED]

Role