

This document is executed signed underhand and is delivered and takes effect at the date written at the beginning of it



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

**Geographical Area:** National  
**Project Name:** South East Marine and Coastal Maintenance & Incident response

**Project Number:** Seafood: ENV0001315C  
East Farleigh Asset Replacement (ESE): ENV0004515C  
Shoreham & Lancing Frontage: ENVIMSE100418  
Pett Level Frontage: ENV0001712C  
Hythe Ranges beach management: ENV0005283C  
Hythe Ranges Scheme ENVIMSO000946

**Contract Type:** Engineering Construction Contract  
**Option:** Option E

**Contract Number:** C16283

**Stage:** All\_Work\_Types

Revision	Status	Originator	Reviewer	Date
1	reviewed	Javier Nagore	Andrew Hunter	26/05/2023

## ENGINEERING AND CONSTRUCTION CONTRACT under Marine and Coastal Framework

### CONTRACT DATA PART ONE

**Project Name** South East Marine and Coastal Maintenance & Incident response

**Project Number** Seaford: ENV0001315C East Farleigh Asset Replacement (ESE): ENV0004515CShoreham & Lancing Frontage

This contract is made on 04 June 2023  
between the *Client* and the *Contractor*

- 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  
South East Coastal Maintenance and Incident response - Scopev1.2

#### 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 E	Option for resolving and avoiding disputes	W2
Secondary Options			
X2: Changes in the law			
X7: Delay Damages			
X9: Transfer of rights			
X10: Information modelling			
X11: Termination by the <i>Client</i>			
X16: Retention			
X18: Limitation of liability			
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996 Applies			
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999			
Z: <i>Additional conditions of contract</i>			
The <i>works</i> are			
As per the scope, the primary purpose (scoped) of the contract is to provide scheduled (twice annually) shingle recycling to Seaford beach frontage in Sussex.			
The contract also contains the provision (not scoped but named) for South East incident response including ad hoc shingle recycling works in response to additional storm damage, at Seaford and other frontages on the south coast of England (in Kent and Sussex) and others. There are additional projects (Early supplier Engagement service for East Farleigh, Worthing and Hythe projects) that are not scoped but named. These will be added as and if required by the <i>Client</i> through contract management mechanism.			

The <i>Client</i> is	
Name	Environment Agency
Address for communications	Horizon House, Deanery Road Bristol BS1 5AH
Address for electronic communications	<a href="mailto:james.webb@environment-agency.gov.uk">james.webb@environment-agency.gov.uk</a>
The <i>Project Manager</i> is	Vernon James
Address for communications	Environment Agency Guildbourne House, Chatsworth Road Worthing West Sussex BN11 1LD
Address for electronic communications	<a href="mailto:vernion.james@arcadis.com">vernion.james@arcadis.com</a>
The <i>Supervisor</i> is	James Webb
Address for communications	Environment Agency Guildbourne House, Chatsworth Road Worthing West Sussex BN11 1LD

Address for electronic communications [james.webb@environment-agency.gov.uk](mailto:james.webb@environment-agency.gov.uk)

The Scope is in  
South East Coastal Maintenance and Incident response - Scopev1.2

The Site Information is in  
Seaford Beach Shingle Recycling PCI - 2023\_2024DRAFT

The boundaries of the site are  
In the site information

The language of the contract is  
English

The law of the contract 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

The following matters will be included in the Early Warning Register

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

## 2 The Contractor'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 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 04 June 2023

The access dates are

part of the Site	date
Fastdraft	04 June 2023
Sharepoint	04 June 2023

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

The completion date for the whole of the works is 05 June 2024

The Client is not willing to take over the works before the Completion Date

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 plan is 4 weeks

The period between Completion of the whole of the works and the defects date is 52 weeks

The defect correction period is

	1 weeks	except that
• The defect correction period for	A safety issue for the public	is 24 Hours
• The defect correction period for		is

## 5 Payment

The currency of the contract is £ sterling

The assessment interval is Monthly

The interest rate is 2.00% per annum (not less than 2% above the  
Base rate of the Bank of England)

## 6 Compensation events

The place where weather is to be recorded is

The nearest calibrated Met Office Weather Station to the site

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The weather measurements are supplied by

The Met Office

The weather data are the records of past weather measurements for each calendar month which were recorded at Not applicable  
and which are available from Not applicable

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

Jan	Not applicable	Jul	Not applicable
Feb	Not applicable	Aug	Not applicable
Mar	Not applicable	Sept	Not applicable
Apr	Not applicable	Oct	Not applicable
May	Not applicable	Nov	Not applicable
June	Not applicable	Dec	Not applicable

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

## 8 Liabilities and Insurance

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

The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Client for an amount of

Not Applicable

## Resolving and avoiding disputes

The *tribunal* is litigation in the courts

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

Steve Moore

Address for communications

Horizon House, Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

[steve.moore@environment-agency.gov.uk](mailto:steve.moore@environment-agency.gov.uk)

Name (2)

Address for communications

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

### 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.

#### **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.

#### **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

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.

### Z32 Material Price Volatility

The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 31 March 2024 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

#### Z30.1 Defined terms

- a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index (CPI) based upon the 12-month rate) before the date of assessment of an amount due.
- b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.
- c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

#### Z30.2 Price Volatility Provision

Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:  
 $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the Client. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.

#### Z30.3 Price Increase

Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.

#### Z30.4 Compensation Events

The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No
30 June 2022	In period costs only	No
31 July 2022	In period costs only	No
31 August 2022	In period costs only	No
30 September 2022	In period costs only	No
31 October 2022	In period costs only	No
30 November 2022	In period costs only	No
31 December 2022	In period costs only	No
31 January 2023	In period costs only	No
28 February 2023	In period costs only	No
31 March 2023	In period costs only	No
30 April 2023	In period costs only	No
31 May 2023	In period costs only	No
30 June 2023	In period costs only	No
31st Jul 23	In period costs only	No
31st Aug 23	In period costs only	No
30th Sept 23	In period costs only	No
31st Oct 23	In period costs only	No
30th Nov 23	In period costs only	No
31st Dec 23	In period costs only	No
31st Jan 24	In period costs only	No
28th Feb 24	In period costs only	No
31st Mar 24	In period costs only	No
05 July 2023	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X7: Delay damages

#### X7 only

Delay damages for Completion of the whole of the *works* are

£196.29 per  
day

### OPTION X10: Information modelling

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

4 weeks

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 professional providing information similar to the Project Information is, in respect of each claim

£5,000,000.00

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 year(s)

### OPTION X16: Retention

The *retention free* amount is

£1,000,000.00

The *retention percentage* is

5.00%

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

### OPTION X18: Limitation of liability

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

£5,000,000.00

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

£5,000,000.00

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

£5,000,000.00

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

£10,000,000.00

The *end of liability date* is  
Completion of the whole of the *works*

6 Years

after the

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

The period for payment is  
on which payment becomes due

14 days

after the date



**Y(UK3): The Contracts (Rights of Third Parties Act) 1999**

PH

term

*beneficiary*

not used

## 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

[alex.schofield@vanoord.com](mailto:alex.schofield@vanoord.com)

The fee percentage is

Option E

12.50%

The working areas are

SE Beaches, offices and plant yards for Van Oord, Mackley and  
any sub-contractors

The key persons are

Name (1) Alex Schofield  
Job Van Oord MCF Framework Manager  
Responsibilities Overall responsibility for delivery  
Qualifications MSc (Hons) Civil Engineering  
Experience 20 years civil engineering experience

Name (2) Andy Martin  
Job Contract Manager  
Responsibilities oversees works and ensures delivery to programme, cost/carbon  
Qualifications BSc Civil Engineering  
Experience 20 years civil engineering experience

Name (3) Ed Morris  
Job Site Manager  
Responsibilities Supervision of works, delivery to programme, cost/carbon bu  
Qualifications Masters in Engineering  
Experience 10 years civil engineering experience

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in  
the Early Warning Register

### 2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

### 3 Time

The programme identified in the Contract Data is

## Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) *Paul Hesk*  
Address for communications  
*Bankside House*  
*Henfield Road*  
*Small Dole*  
*West Sussex*  
*BN5 9XQ*

Address for electronic communications  
[Paul.hesk@vanoord.com](mailto:Paul.hesk@vanoord.com)

Name (2) *Ben Hamer*  
Address for communications  
*Bankside House*  
*Henfield Road*  
*Small Dole*  
*West Sussex*  
*BN5 9XQ*

Address for electronic communications  
[ben.hamer@mackley.co.uk](mailto:ben.hamer@mackley.co.uk)

## 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

	01 June 2023	Project Executive
Signature	Date	Role

### Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

Paul Hesk

Van Oord UK Ltd.

 Paul Hesk 31 May 2023	31 May 2023	Managing Director
Signature	Date	Role