

NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

When started you will see the following tabs

Start-up

1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

PART 1

1. Data Part 2 (input)

There are multiple sections to complete

You can only fill in sections in yellow;



If you want to change any section in the yellow boxes, just overwrite the entries

If you press the 'Clear Data Part 2' button you will be prompted to confirm this action

Once you have completed all your sections save the document and return this to the Client

Collect / Refresh Data

Clear Data

Guidance

Contract Name	Seawick Sea Defences	Automatically drawn from your contract
Project Name	Seawick Sea Defences	Manually enter
SOP Project Code	ENV0001264C	Automatically drawn from your contract (format ENVXXXXXXX)
Contract Option	Option C	Automatically drawn from your contract
Purchase Order Number	insert PO number when known	This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Contract number	28255	This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area	National	Automatically drawn from the dropdown in the contract (Contract selection tab)
Delivery Hub / CDT	East Anglia (EAN)	Automatically drawn from the dropdown in the contract
FastDraft User(s)	Tom Stanley	Manually enter
Client Service Manager	Tom Stanley	The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
Client FastDraft View	Martin Dobbs	Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager	Not applicable	The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)	Not applicable	Insert email address
Consultant FastDraft Application for Payment access	Not applicable	Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Consultant FastDraft View	Not applicable	Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC PM Manager	Martin Dobbs	The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC PM FastDraft View	Martin Dobbs	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
Supervisor	insert name	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager	insert details	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager (email address)	insert details	Insert email address
Contractor FastDraft Application for Payment access	insert names of people uploading / accessing AFP's	Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Contractor FastDraft View	insert details	Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Framework	Marine & Coastal Framework	Automatically drawn from the selected Framework in the contract
Lot Number	Lot 2	Click adjacent cell and Use Dropdown: Lot a / Lot 2
EA Project Manager	Tom Stanley	Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Supplier	Van Oord	Automatically drawn from the selected Supplier in the contract
Supplier Project Manager	insert name of Project Manager	This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)	insert details	Insert email address
Contract Value	£ [REDACTED]	ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Stage of delivery	Construction	Click adjacent cell and Use Dropdown: (Pre SOC; SOC-OBC; OBC-FBC; Construction, Other)
Partner contract	Not applicable	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date	16 June 2020	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Completion date	26 March 2021	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?	No	Automatically drawn from the contract if option X5 has been used
Are additional compensation events used?	Yes	Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used

The Contract must be submitted to your Portfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Incomplete contracts will be returned for proper completion before upload.

1 General

The Contractor is

[REDACTED]

[REDACTED]

████████████████████

[illegible]

[illegible]

103

The programme identified in the Contract Data is;

Name the *key persons* to be working on the contract

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

5 Payment

The tendered total of the Prices is

Resolving and avoiding disputes

The *Senior Representatives* of the Contractor are

[REDACTED]

Email address for communications

Enter email address

X10: Information modelling;

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

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

insert details

X10 is always used



Framework:	Marine & Coastal Framework
Supplier:	Van Oord
Company Number:	01805156
Geographical Area:	National
Project Name:	Seawick Sea Defences
Project Number:	ENV0001264C
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	28255

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under Marine and Coastal Framework

CONTRACT DATA PART ONE

Project Name Seawick Sea Defences

Project Number ENV0001264C

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

19 June 2020

- 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
ENV0001264C-CH2-00-400-SO-C-0042-S4-P01-B0500-EA4-LOD4-Scope

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 C

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X7: Liquidated Damages

X9: Transfer of rights

X10: Information modelling

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

Work at Hutleys Gap consist of:

· *Construction of a new rock revetment* .

Work at the Secondary Area consist of:

· *Construction of a new rock revetment.*

The *Client* is

Name

Environment Agency

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Project Manager* is

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Supervisor* is

Address for communications

Address for electronic communications

The Scope is in
ENV0001264C-CH2-00-400-SO-C-0042-S4-P01-B0500-EA4-LOD4-Scope

The Site Information is in

The boundaries of the site are
ENV0001264C-CH2-00-ZZ-C-DR-0001-B0500-EA4-LOD4-Drawing 0001

The partner contract is
None

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
Delay to Access Date (Marine Licence)

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 16 June 2020

The access dates are	date
part of the Site	16 June 2020
Asite	16 June 2020
FastDraft	07 September 2020
The whole of the site (boundaries of the site)	20 October 2020
Discharge of the MMO Licence	

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

The completion date for the whole of the works is 26 March 2021

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	4 weeks	except that
• The defect correction period for	Public safety	is 24 Hours
• The defect correction period for	Waterways	is 24 Hours

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

The *Contractor's share percentages* and the *share ranges* are

	<i>share range</i>		<i>Contractor's share percentage</i>	
less than		80 %		%
from	80 %	to	120 %	%
greater than		120 %	100	%

6 Compensation events

The *place where weather is to be recorded is*

Shoeburyness

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

Met Office

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

Shoeburyness

and which are available from

Met Office Website

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

Jan	Jul
Feb	Aug
Mar	Sept
Apr	Oct
May	Nov
June	Dec

These are additional compensation events

1. The risk associated with a change in constraints as a result of the planning
2. If reptiles are recorded during the survey, the Client shall undertake a translocation exercise to move the animals out of the works area by a suitably experienced ecologist
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. The risk associated with a change in constraints as a result of the planning process.
2. If reptiles are recorded during the survey, the Client shall undertake a translocation exercise to move the animals out of the works area by a suitably experienced ecologist
3. If an UXO is discovered during the works
4. If a watching brief is required by Planning
5. Nesting Birds within the Site
6. Weather event is greater than 1 in 10
7. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 30 June 2020
8. Repair of carriageway, kerbs, road furniture, footpaths, drainage and ductwork as a direct result of the works on Beach Road from the St Osyth Holiday Park/Seawick Holiday park junction to the beach access ramp
9. Contaminated Material removal over and above the 50m3 allowed for.
10. Any charge for use of Land for Compounds.
11. Change in Beach Level from those shown in the drawings
12. Volume and Type of Disposal off site over and above the amounts proposed of 50m3 contaminated waste, 200m3 normal (Inert) and 500m3 of non natural material (Inert Hardcore)
13. MMO License restrictions

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

N/A

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

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

Brian Francis

Address for communications

Environment Agency
Riversmeet House
Newton Industrial Estate
Tewkesbury
GL20 8JG

Address for electronic communications

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

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*."

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 *Contractor'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
- 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*.

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.

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.

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)

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*.

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 £409.14 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 2

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

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 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 £5,000,000.00

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

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) 1999

term beneficiary

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

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
Henfield
West Sussex
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

The fee percentage is

[REDACTED]

[REDACTED]

The *working areas* are

The Site and all Van Oord Offices and Yards in UK and elsew

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name (2)

Job

Responsibilities

Qualifications

Experience

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name (3)

Job

Responsibilities

Qualifications

Experience

[REDACTED]
[REDACTED]
al, programme, construction lead and QHSE le
See CV Attached
[REDACTED]

Name (4)

Job

Responsibilities

Qualifications

Experience

[REDACTED]
[REDACTED]
Site technical lead and QA processes
See CV Attached
See CV Attached

Name (5)

Job

Responsibilities

Qualifications

Experience

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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
N/A

3 Time

The programme identified in the Contract Data is
"Tender Programme - Seawick Sea Defences Final"

5 Payment

The *activity schedule* is
"Seawick Tender Activity Schedule_1 Van Oord"

The tendered total of the Prices is
[REDACTED]

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
[REDACTED]

Name (2) *Roger Sargeant*
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

insert details

insert details

insert details

The rates for special Equipment are

