

NEC4 Contract Tool

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

The most important section of this document is ensuring you select '**Finalise Data Part 1**' prior to sending this document to your supplier for completion - (Part 4)

Failure to secure your document means your supplier could edit Data Part 1

When started you will see **6** tabs (unless resuming from a previous saved point)

Start-up

1. EA Client Guidance
2. Contract Selection
3. General Data
4. Data Part 1 (input)
5. Data Part 2 (input)

Navigation

Click each Tab at the bottom of the page or press the relevant button

Ideally work sequentially through the list above

Contract Build

As you progress through the Contract Selection, your contract will begin to build

The relevant sections will appear / populate as selections are made

PART 1

1. Select one of the four EA Frameworks

*It is good practice to press the 'Reset All Previous Toggle Selections' when starting a **new** Contract*

1. Client Support
2. Collaborative Delivery (*)
3. Mapping & Modelling
4. Marine & Coastal

The screen may flash as the contract is built in the background

As selections are made, these will change from grey to green/red to highlight which selections have been made. To change an earlier selection, click the green/red selection to un-select it.

Once selected, the relevant Contract Sections will be visible

(*) Collaborative Delivery will not open any sections until the 'contract type' is chosen

If you incorrectly select any button, press it again to clear that selection

The 'clear' button on the Contract Selection page will clear that section of data, not the whole selection

2. If available select one of the contract type(s) (these may auto-populate)

1. Professional Service Contract
2. Engineering Construction Contract

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

(*) Collaborative Delivery will open the contract sections when the contract type is chosen

3. Select the contract option (there may only be certain options available / visible)

1. Option A
2. Option C
3. Option E

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

4. Select the hub (this may auto-populate if a national hub)

1. North East
2. North West
3. East
4. Midlands
5. South West
6. South East
7. National

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

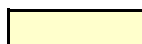
PART 2

1. Press the General Data Update Button (or the tab at the bottom of the page)

There are 5 sections to complete;

1. Project Name
2. Project Number
3. Supplier (using the pull-down menu)
4. Contract Date
5. Contract Number

You can only fill in sections in yellow;



To Clear any section you can over type the content or press the 'Clear General Data'

This selection will ask you to confirm you wish to clear the data as a precaution

To navigate backwards / forward select the relevant button or tab at the bottom of the page

Any box that starts with 'insert' will be blank in the output

PART 3

1. Press the Input Data Part 1 Button (or the tab at the bottom of the page)

There are multiple sections to complete

You can only fill in sections in yellow;



Where selections require an input there will be the following;



Once selected, the relevant button will be highlighted and the un-selected button locked out
To change your selection simply click the previous selection again to clear

Certain selections will require **further** input.

e.g. X5: Sectional Completion

if Sectional Completion is selected, you will need to identify the number of sections

Certain selections are **linked** to other inputs.

e.g. X7: Damages following X5: Sectional Completion

if Damages is selected along with Sectional Completion, you will need to identify the number of sections and the value of each of those sections along with the damages for the remainder of the *works*.

if Damages is selected without Sectional Completion, you will need to identify the delay damages for the whole of the service/works only.

You cannot change sections in grey;



insert 'x'

Boxes starting with the word 'insert' will not pull through to the output document until an entry is made and is a guidance note only

If you want to include a contract entry simply overwrite the cell 'insert' contents

PART 4

1. Once complete, press the 'Finalise Data Part 1' button

This button is located at the top and bottom of Data Part 1 (input)

This will check that you want to close all Client inputs
(ready for sending to the supplier to complete their parts)

At this point, the following will be visible;

1. Data Part 2 (input)

2. Cover Sheet
3. Contract Data part 1
4. CD for X
5. Contract Data Part 2

2. Send this document to your supplier for them to complete Data Part 2

PART 5

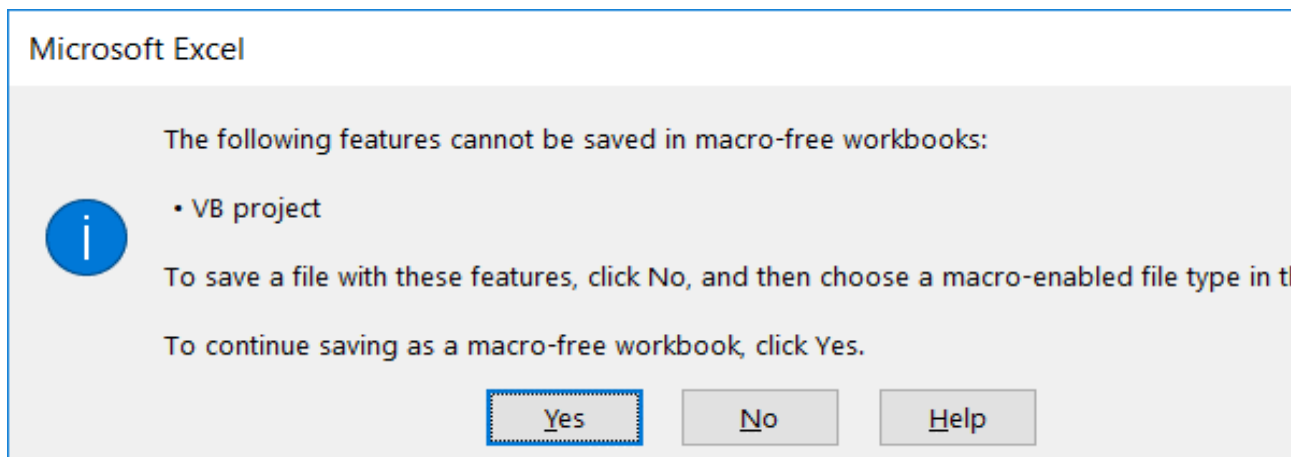
Upon receipt of the completed 'Data Part 2' from the supplier

1. Go to Data Part 2 (input)
 2. Press the 'Client resume editing' button you will be prompted to provide the password
The password is "T&T" - no speech marks
- This will now reopen all the Client inputs and you will see your completed Contract

PART 6

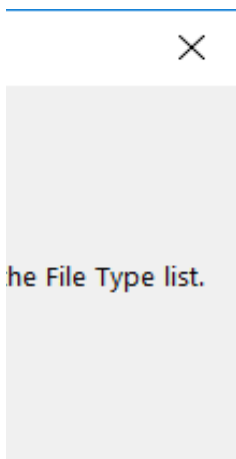
Once the document is complete, press the green 'Print to PDF & XLSX' button

1. This will create an Excel and PDF(s) format output
2. The excel file name will be the Project and Contract number along with the date and time (users can change)
3. The PDF(s) file name(s) will be the section title along with the date and time (users can change the 'save as' name)
4. Follow the prompts to confirm the location you want to save the file in.
5. If prompted with the following, select yes. This is only changing the document back to an Excel file



6. The documents will close but you will now have both a PDF and Excel version of your document

the 'save as' filename)
filename)





Print to PDF & XLSX

Rev 1.6.8b

Reset ALL Previous
Toggle Selections

Client Support

Collaborative Delivery

Mapping & Modelling

Marine & Coastal

Clear

Professional Service
Contract (PSC)

Option A

Option C

Option E

Clear

Option A priced contract with
activity schedule

Option C: target contract with
activity schedule

Option E: cost reimbursable
contract

National

Kent, South London and East Sussex (KSL)
South East

Contract Name:	KSL Reconditioning Programme - ECC PM
Project Number:	ENVEGM12.1.10
Framework:	Client Support Framework
Area:	National
Contract:	Professional Service Contract
Option:	Option E
Contract with:	Turner & Townsend Cost Management Ltd
Company No:	
	31147

Incorporated Documents

KSL Reconditioning Programme PSC Scope ECC PM v1

X Clauses;

X5: Sectional Completion

Yes

No

No Sectional completion

X7: Delay damages

Yes

No

No Delay Damages

X8: Undertakings to Others

Yes

No

No Undertakings to Others

X10: Information modelling

Yes

No

X10: Information modelling applies

2 weeks

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

X13: Performance bond

Yes

No

No Performance Bond

Guidance Notes

Option if it is essential to have some parts of the *service* completed before the whole of the *service*. Discuss with Commercial Lead

Option should be considered as default (unless Key Date's are considered more appropriate), X7 should always be used where sectional completion is included. Pre-calculate genuine loss, discuss with Commercial Lead

X8 should be included as appropriate

Normally 2 weeks

X13: This is an optional clause, which should be selected if a performance bond is required to be provided by the *Consultant*. Discuss with Commercial Lead.

This is an optional clause, which limits the liability of the *Consultant*. Discuss with Commercial Lead.

For contracts less than £200,000, the limit is **£1,000,000**, for all other contracts the limit is **£5,000,000**

For contracts completed underhand, the term is 6 years. For contracts completed under deed, the term is 12 years (This would normally only occur on very high value contracts).

Project Bank Account auto-selects if the below condition is met;
If there is a compelling reason not to use seek approval from the senior team
Default use when the contract value is above £500,000

Framework level clause that always applies

Normally 14 days (Not exceeding 14 days) Discuss with Commercial Lead if not 14 days

Framework level clause that always applies. Please state any third party *beneficiaries* to the contract who are enabled to enforce it in future. Please also state the particular terms they are enabled to enforce.

If no *beneficiary*, insert 'not used' or leave as 'insert *beneficiary*'

Describe the *service* in brief

Enter postal address

Enter email address

The *Service Manager* is responsible for managing this contract and would normally be the EA *Project Manager*

States in what documents the Scope information is located

State any matters which could affect the total of the Prices, or delay Completion, which are known at the time of preparing this contract

List each *condition* and *key date*.

To be included and completed if Option C or E is used. The period is normally four weeks

insert the contract start date

If more than five *access dates* are required then please state the additional dates in the Scope.

insert details	insert date
insert details	insert date
If more than 5 areas are required add these in the Scope	insert date

The *Consultant* submits revised programmes at intervals no longer than

4 weeks	Normally 4 weeks
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Period should not be more frequent than needed for good management. Four weeks is default.

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

31 March 2021	The <i>completion date</i> for the whole of the <i>service</i> is
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EA *Project Manager* shall state the required *completion date*.

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

4 weeks	Normally 4 weeks
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The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks	Normally 4 weeks
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The period between Completion of the whole of the *service* and the *defects date* is

26 Weeks	Normally 26 Weeks
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Normally this would be 6 months for a consultancy contract, but seek guidance from Commercial Lead.

The *interest rate* is;

Base	insert baseline rate
2.00%	% per annum above the rate of the
Bank of England	Bank

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

Insert Number	Select Period (pulldown)
1	Month

Set at 1 month

All UK Offices	The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are
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The *exchange rates* are those published in;

insert details	On: insert date
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If there are additional compensation events;

	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"

The insertion of any additional compensation events must be agreed between the compiler and the Commercial Lead.

8 Liabilities and insurance - If the level of insurance cover

If there are additional *Client's* liabilities;

'not used'	insert description of liability to be taken, or "not used"
'not used'	insert description of liability to be taken, or "not used"
'not used'	insert description of liability to be taken, or "not used"

Not normally used

Z Clauses

Z5: Secondments

Yes

No

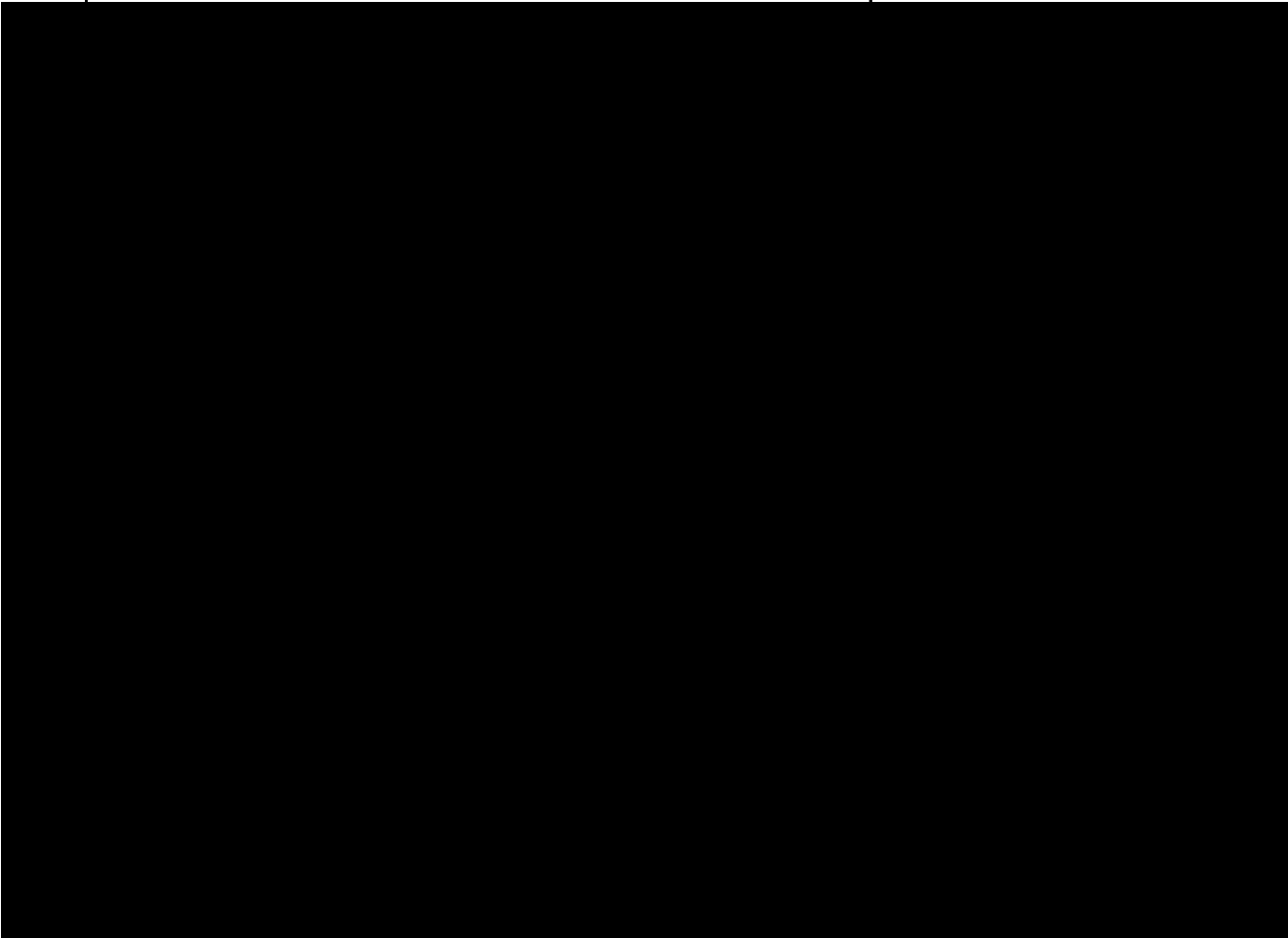
Z5: Secondments does not apply

Use as an option when appointing on a secondment basis

1 General

The *Consultant* is

Turner & Townsend Cost Management Limited



Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job
Responsibilities
Qualifications
Experience

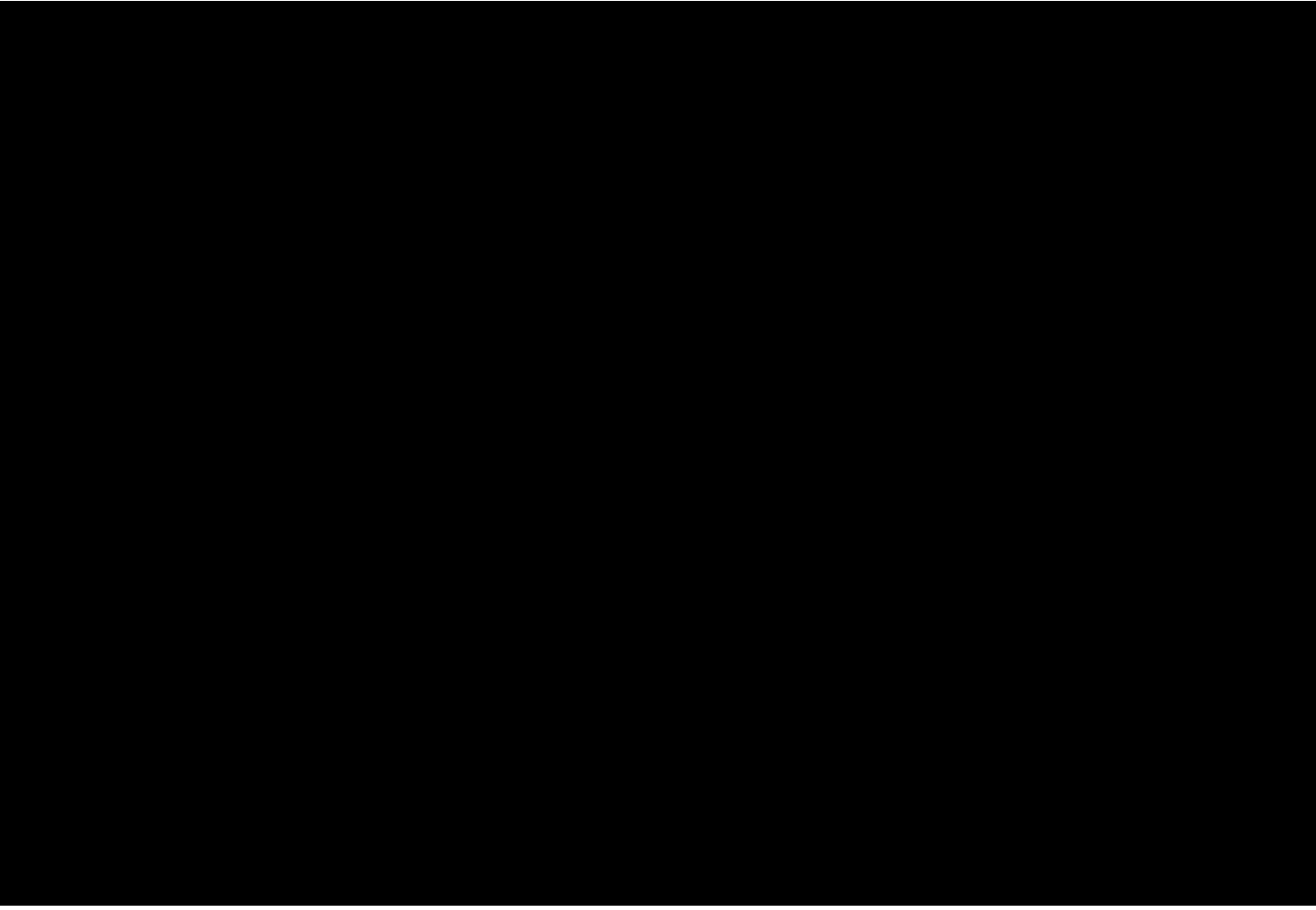
The following matters will be included in the Early Warning Register;

Availability of the named resource
No expenses are included in the forecast; this will need to be added once travel requirements are known.

3 Time

N/A

The programme identified in the Contract Data is;



X10: Information modelling;

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

N/A

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

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

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

This is optional and is inserted if a programme is being initially provided

Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Client Support Framework

Turner & Townsend Cost Management Ltd

National

KSL Reconditioning Programme - ECC PM

ENVEGM12.1.10

Professional Service Contract

Option E

31147

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project NameKSL Reconditioning Programme - ECC PM

Project NumberENVEGM12.1.10

- This contract is made on 14 October 2020 between the *Client* and the *Consultant*
- This contract is made pursuant to the Framework Agreement (the “Agreement”) dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
 - Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
 - The following documents are incorporated into this contract by reference
KSL Reconditioning Programme PSC Scope ECC PM v1

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

1 GeneralThe *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* isSupply of an ECC Project Manager for the KSL Reconditioning Programme 20/21

The *Client* isEnvironment Agency



The Scope is inKSL Reconditioning Programme PSC Scope ECC PM v1

The *language of the contract* is English

The *law of the contract* isthe law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is2 weeks

The *period for retention* is6 years following Completion or earlier termination

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 Consultant's main responsibilities

The *key dates* and *conditions* to be met are
condition to be met
'none set'
'none set'
'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

key date
'none set'
'none set'
'none set'

3 Time

The *starting date* is 01 November 2020

The *Client* provides access to the following persons, places and things
access
Fast Draft System 01 November 2020
Asite Collaboration tool 01 November 2020

access date

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is 31 March 2021

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 the £ sterling

The *assessment interval* is Monthly

The *expenses* stated by the *Client* are as stated in Schedule 6.

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

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

- 1.
- 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 and the periods for which the *Consultant* maintains insurance are

EVENT MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE *SERVICE* OR TERMINATION

The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service

Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract

The *Consultant's* total liabilities arising under or other than the excluded

Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.
Delete the text of clause 60.1(12) and replace with:
The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:
(including compensation events with the Subcontractor, 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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing *Consultants* on a secondment basis only:

Add clause 19
19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client* , arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;
or
19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager* .

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at 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* 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 *Service 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

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

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 X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2

OPTION X18: Limitation of liability

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

The *Consultant's* liability to the *Client* for Defects that are not found to

The *end of liability date* is 6 Year
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) 1999

term beneficiary

Part Two - Data provided by the *Consultant*

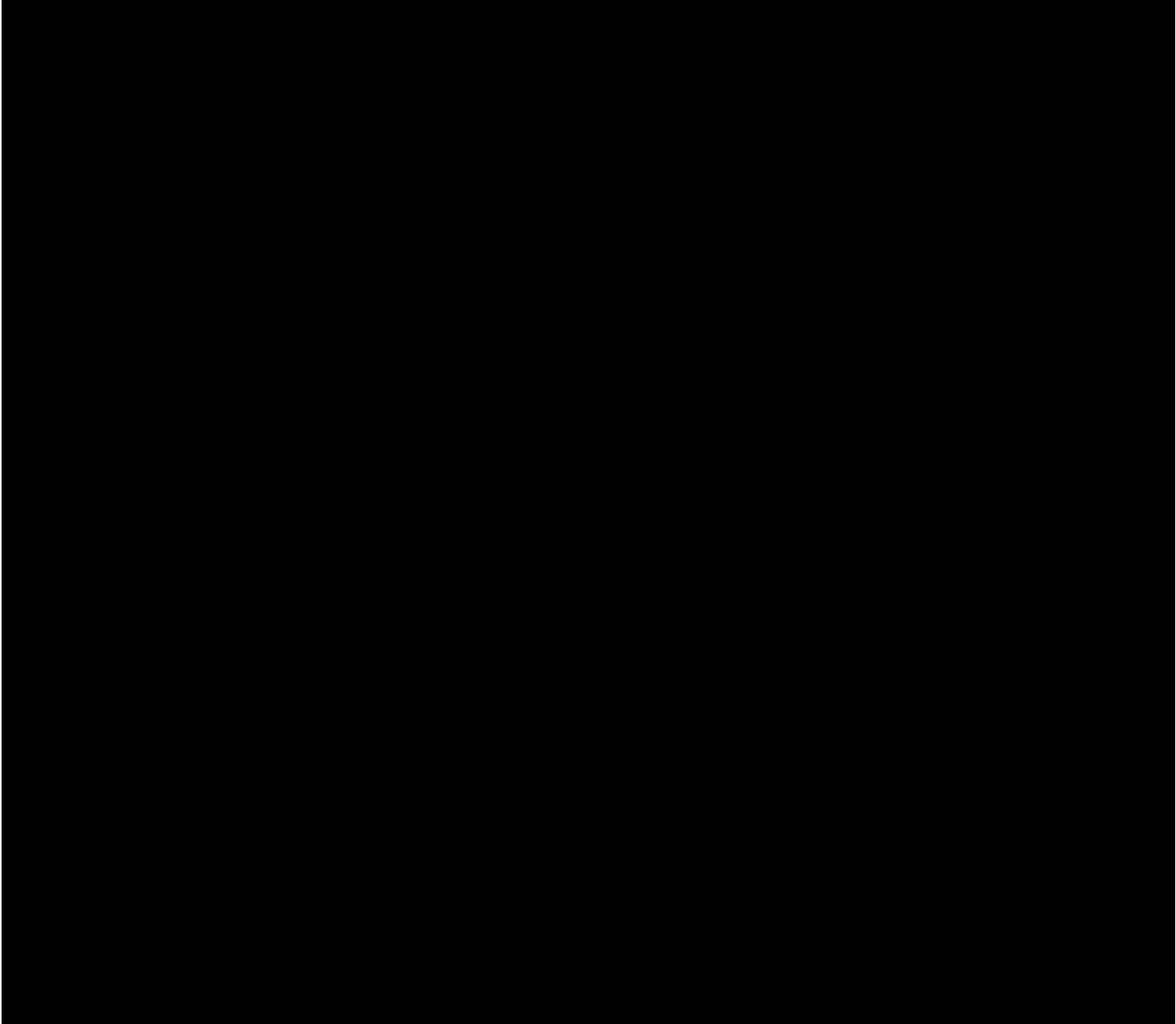
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name and company numberTurner & Townsend Cost Management Limited

Address for communications



Name (5)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (6)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

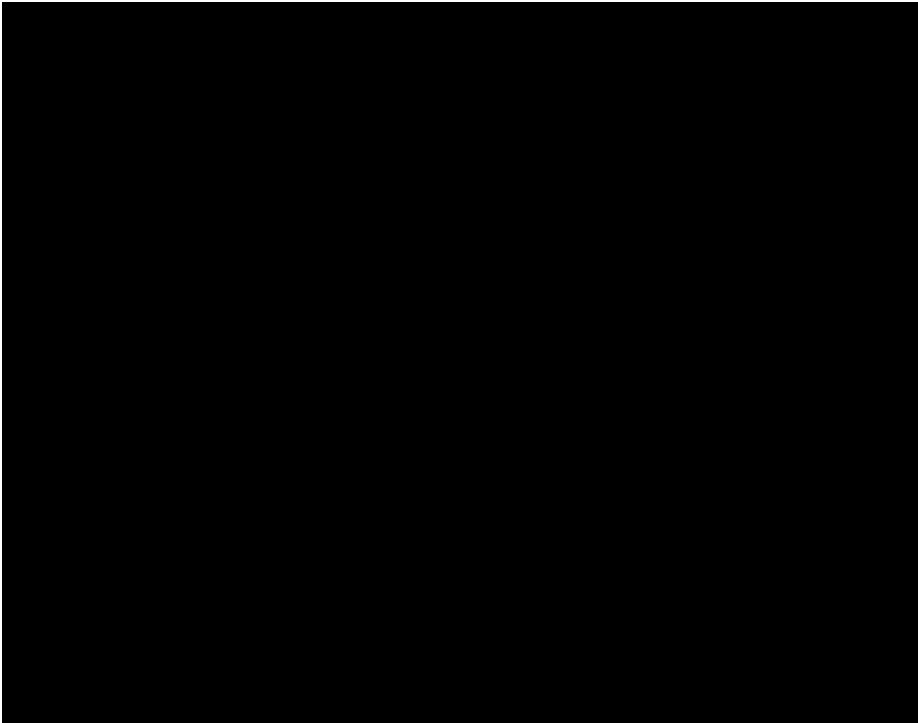
- Availability of the named resource
- No expenses are included in the forecast; this will need to be added once 1

3 Time

The programme identified in the Contract Data is

N/A

Resolving and avoiding disputes



X10: Information Modelling

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

N/A

Contract Execution

Client execution

Signed under hand by for and on behalf of the Environment Agency

Signature

Role

Consultant execution

Consultant execution

Signed under hand by for and on behalf of rner & Townsend Cost Management I

Signature

Role