

## 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

Requirement		Collect / Refresh Data	Clear Data	Guidance
Compulsory	Contract Name	Thames Valley Flood Scheme - Service Manager and Risk Manager		Automatically drawn from your contract
Compulsory	Project Name	Thames Valley Flood Scheme		Manually enter Align with project name on Procurement Strategy
Compulsory	SOP Project Code	ENV0002349C		Automatically drawn from your contract (format ENV00000000X)
Compulsory	SOP Task Code	insert details		A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)
Compulsory	Contract Option	Option E		Automatically drawn from your contract (Typically Options would be Option A, C or E)
Complete after PO is raised	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
Complete after Contract is published on Bravo	Contract number	35793		This number is obtained from Bravo, obtain from your DGC colleague
Compulsory	Geographic Area	Thames		Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Compulsory	Delivery Hub / CDT	Eastern		Automatically drawn from the dropdown in the contract
Compulsory for raising a Requisition for a PO	Project Executive Name			Manually enter
Compulsory for raising a Requisition for a PO	Commercial Lead (DGC or CSM):			Manually enter
	FastDraft User(s) (lines 12 and below?)			Manually enter
PSC Only ; Compulsory	Client Service Manager			The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Optional	Client FastDraft View			Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract ('Viewer' role is needed on all contracts)
PSC Only ; Compulsory	Consultant Manager			The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Compulsory	Consultant Manager (email address)			Insert email address
PSC Only ; Compulsory	Consultant FastDraft Application for Payment access			Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
PSC Only ; Optional	Consultant FastDraft View			Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC Only ; Compulsory	ECC PM Manager	Not applicable		The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC Only ; Optional	ECC PM FastDraft View	Not applicable		Those individuals from the ECC PM organisation who will have view access on FastDraft, but do not manage the contract
ECC Only ; Optional	Supervisor	Not applicable		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only ; Compulsory	Contractor Contracts Manager	Not applicable		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only ; Compulsory	Contractor Contracts Manager (email address)	Not applicable		Insert email address
ECC Only	Contractor FastDraft Application for Payment access	Not applicable		Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
ECC Only ; Optional	Contractor FastDraft View	Not applicable		Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Compulsory	Framework	Client Support Framework		Automatically drawn from the selected Framework in the contract
CDF & CSF Only	Lot Number	Lot 2		Click adjacent cell and Use Dropdown: Lot a / Lot 2
Compulsory	EA Project Manager	Not applicable		Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Compulsory	Supplier	Arcadis Consulting (UK) Ltd		Automatically drawn from the selected Supplier in the contract (Company Name)
Compulsory	Contract Value	£312,953.52		ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Compulsory	Stage of delivery	Study or Service NOT Design		Click adjacent cell and Use Dropdown: Selection will be in accordance with the options available for the respective framework
Expected on CDF	Partner contract	Not applicable		Used only on CDF, this is the Contract number for the contracts linked that Project Incentivisation
Compulsory	Commencement date	27 June 2022		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Compulsory	Completion date	31 October 2024		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Optional	Are sectional completion dates used?	No		Automatically drawn from the contract if option X5 has been used (Yes / No)
Compulsory	Are additional compensation events used?	No		Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used (Yes / No)
Compulsory	Defects Period (weeks)	26 weeks		Automatically drawn from your contract (Number of weeks)
Compulsory	Delay Damages Amount (£) and unit	No Delay Damages		Automatically drawn from the contract if option X7 has been used (E per day)
Compulsory to check	Sectional Delay Damages	No Sectional Delay Damages		Automatically drawn from the contract if option X5 and X7 has been used (Apply / Do Not Apply)

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

Signature Box

Name

Date

Incomplete contracts will be returned for proper completion before upload.

Revision	Date Issued	Notes
1.8.3	11/11/2021	Address updates
1.8.2	01/10/2021	Address update
1.8.1	27/08/2021	COVID Instruction update, new Z Clause and Supplier address update
1.8.0	08/07/2021	M&C PSC added, Supplier name change, partner contract removed
1.7.4	08/04/2021	COVID Instruction update and additional guidance added
1.7.3	07/04/2021	Revision Log added, FastDraft amendment
1.7.2	21/01/2021	Location dropdown amendment
1.7.1	16/12/2020	M&M Y(UK)3 changes
1.7.0	02/11/2020	Work stage and scope function added
1.6.9	n/a	Internal working document
1.6.8	27/07/2020	Liability value adjustments
1.6.7	13/07/2020	Supplier address change
1.6.6	n/a	Internal working document
1.6.5	14/05/2020	Location dropdown amendment
1.6.4	14/04/2020	COVID Instruction and remove clearing code
1.6.3	17/02/2020	Partnering Option removed
1.6.2	21/11/2019	National location added
1.6.1	15/11/2019	Supplier name amended
1.6	26/09/2019	FastDraft abstraction added
1.5.4	09/09/2019	Liabilities and Insurances changes (2 versions fixed / variable)
1.5.3	13/08/2019	Pain Gain share review
1.5.2	06/08/2019	Linking retention, X18
1.5.1	06/08/2019	Update dropdown links
1.5	03/08/2019	Button alignment
1.4.9	31/07/2019	Marine & Coastal addresses added
1.4.8	25/07/2019	RMA version of EA Contract Tool
1.4.7	05/07/2019	Project Bank Account
1.4.6	14/06/2019	Functional updates
1.4.5	07/06/2019	Supplier selection update
1.4.4	n/a	Internal working document
1.4.3	20/05/2019	Functional updates and testing
1.4.2	15/05/2019	Functional updates and testing
1.4.1	15/05/2019	Functional updates and testing
1.4	14/05/2019	Company addresses provided
1.3	01/05/2019	Guidance notes added
1.2	02/04/2019	Functional updates and testing
1.1	27/03/2019	Final Draft
1.0	n/a	Internal working document
1	n/a	Internal working document
0	21/03/2019	First Draft

PII threshold

COVID instruction Nov 2020 - March 2021

COVID instruction July - Oct 2020

COVID instruction April - June 2020

Liability table

Contract Front sheet

1 General

**The Consultant is**

Arcadis Consulting (UK) Ltd
Arcadis House
34 York Way
London
N1 9AB

Name and address etc. of Consultant

Enter email address

Insert the relevant framework tendered fee percentage

are

Name the key persons to be working on the contract

	Name (1)
	Job
	Responsibilities
	Qualifications
	Experience
	Name (2)
	Job
	Responsibilities
	Qualifications
	Experience
	Name (3)
	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience
Insert name	Name (4)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience
Insert name	Name (5)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience
Insert name	Name (6)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience
Insert name	Name (7)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

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

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

None
Insert details
Insert details
Insert details
Insert details
Insert details
Insert details
Insert details

3 Time

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

TBC	The programme identified in the Contract Data is;
-----	---

5 Payment

£312,953.52	forecast of the total Defined Cost plus the Fee
-------------	---

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Enter postal address

Enter email address

Enter postal address

Enter email address

X10: Information modelling;

X10 is always used

The information execution plan identified in the Contract Data is;

TBC
-----



<b>Framework:</b>	<b>Client Support Framework</b>
<b>Supplier:</b>	<b>Arcadis Consulting (UK) Ltd</b>
<b>Company Number:</b>	<b>09818546</b>
<b>Geographical Area:</b>	<b>East</b>
<b>Project Name:</b>	<b>Thames Valley Flood Scheme - Service Manager and Risk Manager</b>
<b>Project Number:</b>	<b>ENV0002349C</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	<b>35793</b>
<b>Stage:</b>	<b>Study_or_Service_NOT_Design</b>

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

**Project Name** Thames Valley Flood Scheme - Service Manager and Risk Manager

**Project Number** ENV0002349C  
This contract is made on 24 June 2022  
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
  - TVFS NEC4 PSC Scope Risk \_Service Manager April 22 v4

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
-------------	----------	--	----

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 Service Manager and Risk Manager roles for the Thames Valley Flood Scheme, as per the Scope.

The <i>Client</i> is	Environment Agency
Address for communications	Horizon House Deanery Road Bristol BS1 5AH
Address for electronic communications	

The <i>Service Manager</i> is	
Address for communications	Environment Agency Kings Meadow House Kings Meadow Road Reading RG1 8DQ
Address for electronic communications	

The Scope is in  
TVFS NEC4 PSC Scope Risk \_Service Manager April 22 v4

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

The following matters will be included in the Early Warning Register  
None

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

**2 The *Consultant's* main responsibilities**

The <i>key dates</i> and <i>conditions</i> to be met are		
<i>condition</i> to be met		<i>key date</i>
None set	None set	

The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	4 weeks
---	---------

**3 Time**

The *starting date* is 27 June 2022

The <i>Client</i> provides access to the following persons, places and things		
access		<i>access date</i>
Sharepoint	30 June 2022	
Asite	30 June 2022	
FastDraft	04 July 2022	

The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
--	---------

The <i>completion date</i> for the whole of the <i>service</i> is	31 October 2024
---	-----------------

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. Not used

8 Liabilities and insurance

These are additional *Client's* liabilities  
1. 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 <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) <i>arising</i> from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£1 million	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

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 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.

**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 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

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) 1999

term	<i>beneficiary</i>
Not used	N/A

Part Two - Data provided by the *Consultant*

1 General

The *Consultant* is

Name and company number

Arcadis Consulting (UK) Ltd

Address for communications

Arcadis House  
34 York Way  
London  
N1 9AB

Address for electronic communications

[Redacted]

The *fee percentage* is

Option E

[Redacted]

The *key persons* are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register  
None

3 Time

The programme identified in the Contract Data is  
TBC

5 Payment

The forecast of the Prices is  
£312,953.52

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [Redacted]  
Address for communications  
Arcadis Consulting UK Ltd  
Suite 1a, 1st Floor  
4 Piccadily Place  
Manchester  
M1 3BN

Address for electronic communications

[Redacted]

Name (2) [Redacted]  
Address for communications  
Arcadis Consulting UK Ltd  
Cornerblock  
2 Cornwall Street  
Birmingham  
B3 2DX

Address for electronic communications

[Redacted]

## **X10: Information Modelling**

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

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

12/07/22

SignatureDate

for and on behalf of the Environment Agency

Role

Consultant execution

Signed Underhand by [PRINT NAME]

Signature

for and on behalf ofArcadis Consulting (UK) Ltd

DocuSigned by:  
[Redacted]  
29 June 2022 | 8:07  
CF4BCEA67519449...

SignatureDateRole

