

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

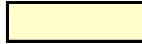
1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

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			Automatically drawn from your contract
Project Name			Manually enter
SOP Project Code			Automatically drawn from your contract (format ENVXXXXXXXX)
Contract Option			Automatically drawn from your contract
Purchase Order Number			This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Contract number			This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area			Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT			Automatically drawn from the dropdown in the contract
FastDraft User(s)			Manually enter
Client Service Manager			The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
Client FastDraft View			Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager			The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)			Insert email address
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
Consultant FastDraft View			Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC PM Manager			The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC PM FastDraft View			Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
Supervisor			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			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 email address
Contractor FastDraft Application for Payment access			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			Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Framework			Automatically drawn from the selected Framework in the contract
Lot Number			Click adjacent cell and Use Dropdown: Lot a / Lot 2
EA Project Manager			Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Supplier			Automatically drawn from the selected Supplier in the contract
Supplier Project Manager			This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)			Insert email address
Contract Value			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			Click adjacent cell and Use Dropdown: (Pre SOC; SOC-OBG; OBG-FBC; Construction, Other)
Partner contract			Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date			ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Completion date			ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?			Automatically drawn from the contract if option XS has been used
Are additional compensation events used?			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.

Name and address etc. of *Consultant*

Enter email address

Insert the M&M framework subcontract tendered *fee percentage*

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

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;

insert details
insert details
insert details
insert details
insert details
insert details
insert details
insert details

3 Time

insert details	The programme identified in the Contract Data is;
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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

Only include and complete if *activity schedule* Options A or C

Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used



Framework:	Mapping & Modelling Framework
Supplier:	
Company Number:	
Geographical Area:	National
Project Name:	LNA - M&M - LNA Modelling Package 2020-21 (gc)
Project Number:	ENV0002705C
Contract Type:	Professional Service Contract
Option:	Option A
Contract Number:	project_30086

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework
CONTRACT DATA**

Project Name LNA - M&M - LNA Modelling Package 2020-21 (gc)

Project Number ENV0002705C

This contract is made on 06 July 2020
between the *Client* and the *Consultant*

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

- Schedules 1 to 22 inclusive
- The following documents are incorporated into this contract by reference

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 A	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

Z: *Additional conditions of contract*

The *service is* *This work comprises a group of modelling and forecasting projects within the boundaries of the Lincs & Northants operational area.*

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The *Scope* is in
ENV0002705C PSC Scope v1.2 Sep 2020, dated 9th September 2020

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 #NULL! following Completion or earlier termination

The following matters will be included in the Early Warning Register

#NULL!
#NULL!
#NULL!
#NULL!

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

2 weeks

2 The *Consultant's* main responsibilities

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

'none set'
'none set'
'none set'

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

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

4 weeks

3 Time

The *starting date* is

01 September 2020

The *Client* provides access to the following persons, places and things
access
N/A

access date
N/A

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

4 weeks

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

31 March 2022

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 9

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

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in ac
2. N/A
- 3.
- 4.
- 5.

8 Liabilities and insurance

These are additional *Client's* liabilities

1. N/A
- 2.
- 3.

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	£ 5 Million	12 Years

use the skill and care normally used by professionals providing services similar to the <i>service</i>	in respect of each claim, without limit to the number of claims	
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>) from or in connection with the <i>Consultant</i> Providing the Service	£ 5 Million in respect of each claim, without limit to the number of claims	12 Months
Death of or bodily injury to the 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 limited to		£ 5 Million

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 replaced by:

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

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

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

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

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

Z6 The Schedule of Cost Components

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

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* approval of a fee note.

Delete existing clause 51.2 and replace with:

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

If a certified payment is late, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

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 loss is limited to £1,000,000.00

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

£5,000,000.00

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

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

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

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

Address for communications

Email address

The subcontract fee percentage is

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

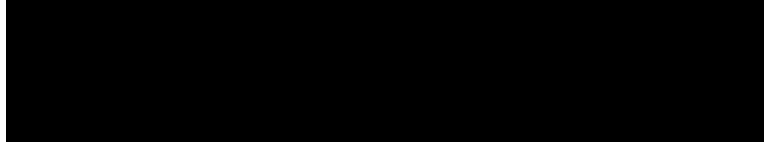
The key persons are

Name (7)

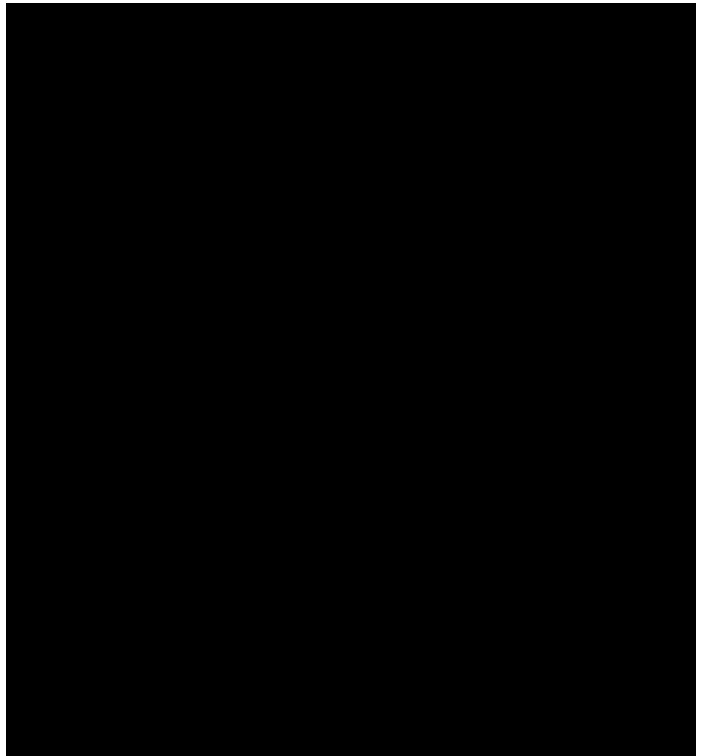
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

5 Payment



Resolving and avoiding disputes



X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

[Redacted signature area]