

## 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	East Hub Higher Risk Debris SOC-FBC	Automatically drawn from your contract	
Project Name	East Hub Higher Risk Debris SOC-FBC	Manually enter	
SOP Project Code	ENV0002589C	Automatically drawn from your contract (format ENVXXXXXXXX)	
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	31452	This number is obtained from Bravo, obtain from your DGC colleague	
Geographic Area	South East	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)	
Delivery Hub / CDT	Kent, South London and East Sussex (KSL)	Automatically drawn from the dropdown in the contract	
FastDraft User(s)	insert names of people managing the contract	Manually enter	
Client Service Manager	Sam Hooley	The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft	
Client FastDraft View	insert details	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	Not applicable	The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft	
ECC PM FastDraft View	Not applicable	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract	
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	
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	
Contractor Contracts Manager (email address)	Not applicable	Insert email address	
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	
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	
Framework	Collaborative Delivery 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	Not applicable	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	Not applicable	This would normally be the same as the Contractor Manager above	
Supplier Project Manager (email address)	Not applicable	Insert email address	
Contract Value		<b>ESSENTIAL FIELD:</b> 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-OBC; OBC-FBC; Construction, Other)	
Partner contract		Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation	
Commencement date	15 February 2021	<b>ESSENTIAL FIELD:</b> Automatically drawn - must be the date included in the signed contract	
Completion date	31 March 2022	<b>ESSENTIAL FIELD:</b> Automatically drawn - must be the date included in the signed contract	
Are sectional completion dates used?	Yes	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	
Defects Period (weeks)	26 weeks	Automatically drawn from your contract	
Delay Damages Amount (£) and unit		Automatically drawn from the contract if option X7 has been used	
Sectional Delay Damages	Sectional Delay Damages apply	Automatically drawn from the contract if option X5 and X7 has been used	
Sectional Completion - section 1	Site Specific Appraisal Report Issued for client review & approval	Automatically drawn from your contract	
Sectional Completion - section 2	Site Specific Detailed Design Completed	Automatically drawn from your contract	

The Contract must be submitted to your Porfolio 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 Consultant is

Jeremy Benn Associates Ltd

BD23 3FD

\_\_\_\_\_ Email address for communications

\_\_\_\_\_

are

[illegible]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5 years	Qualifications
	Experience

	Name (5)
	Job
	Responsibilities
	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;**

Impacts of Covid 19
Topographical survey data not available
GI needed for detailed design
Environmental constraints, additional survey required
Lack of existing information from EA, modelling data, H&S Files, O&Ms

### 3 Time

Insert details The programme identified in the Contract Data is;

5 Payment

insert details The *activity schedule* is

The *Client* set total of the Prices is

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Jeremy Benn	Name (1)
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[illegible]

Email address for communications

\_\_\_\_\_


 Email address for communications

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

Name and address etc. of *Consultant*

Enter email address

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

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

Enter email address

Enter email address

X10 is always used



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Jeremy Benn Associates Ltd</b>
<b>Company Number:</b>	<b>03246693</b>
<b>Geographical Area:</b>	<b>South East</b>
<b>Project Name:</b>	<b>East Hub Higher Risk Debris SOC-FBC</b>
<b>Project Number:</b>	<b>ENV0002589C</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>31452</b>

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name East Hub Higher Risk Debris SOC-FBC

Project Number ENV0002589C

- This contract is made on 11 January 2021 between the *Client* and the *Consultant*
- This contract is made pursuant to the Framework Agreement (the “Agreement”) dated 01st day of April 2019 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
  - Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
  - The following documents are incorporated into this contract by reference  
East Hub Higher Risk Debris SOC-FBC PSC scope - Version 003 dated 28th January 2021

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 C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X5: Sectional Completion
- X7: Delay 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
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service* is initially carry out the appraisal to produce a preferred option for each site which is then reviewed and approved by the Client.

The <i>Client</i> is	Sam Hooley
Address for communications	Environment Agency Horizon House, Deanery Road, Bristol, BS1 5AH
Address for electronic communications	
The <i>Service Manager</i> is	Sam Hooley
Address for communications	Environment Agency Kingfisher House Goldhay Way Orton Goldhay Peterborough PE2 5ZR
Address for electronic communications	

The Scope is in East Hub Higher Risk Debris SOC-FBC PSC scope - Version 003 dated 28th January 2021

The *partner contract* is

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

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 key date 'none set' '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

3 Time

The starting date is 15 February 2021

The Client provides access to the following persons, places and things access 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 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 Client set total of the Prices is

The expenses stated by the Client are

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

If Option C is used The Consultant's share percentages and the share ranges are: share range Consultant's share percentage less than 80 % 80 % 0 % from 80 % to 120 % as set out in Schedule 17 greater than 120 % as set out in Schedule 17

6 Compensation events

These are additional compensation events

- 1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time between 1st November 2020 and 31st March 2021
- 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 COVER	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>	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	12 years after Completion
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> ) arising from or in connection with the <i>Consultant</i> Providing the Service	<b>£15,000,000</b> in respect of each claim, without limit to the number of claims	12 years after Completion
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	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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	<b>£5,000,000</b>	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'

Address for electronic communications	<a href="#">'to be confirmed'</a>
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The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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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 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

**Z4 Share on termination**

Delete existing clause 93.3 and 93.4 and replace with:  
93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

**Z6 The Schedule of Cost Components**

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

**Z7 Aggregated Consultant's share**

Delete existing clauses 54 and 93.3 and replace with:  
54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided 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 Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's share percentage*.

54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the *Consultant* is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the *Consultant* pays its share of the excess.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant*.

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the Whole of the *service* using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the *services*.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided 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 except if Z4 applies, the *Service Manager* assesses the *Consultant's* share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

- the total of
- the Defined Cost which the *Consultant* has paid and
- which it is committed to pay for work done before termination

and

- the total of
- the Defined Cost which the *Consultant* or *Contractor* has paid and
- 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

Add:

- 11.2(25) 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(26 ) The Aggregated Price for Service Provided to Date is the sum of
- the Price for Service Provided to Date and
  - the Price for Service Provided to Date or the Price for Work Done to Date in the partner contract.

**Z23 Linked contracts**

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* 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.

**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* certificate.

Delete existing clause 51.2 and replace with:

- 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

**Z25 Risks and insurance**

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement



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 X5: Sectional Completion

The <i>completion date</i> for each <i>section</i> of the <i>service</i> is		
<i>section</i>	<i>description</i>	<i>completion date</i>
1	Detailed design completion	27th August 2021

X7 plus X5

Delay damages for each <i>section</i> of the <i>service</i> are		
<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Detailed design completion	

The delay damages for the remainder of the *service* are

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

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*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

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

**Y(UK)3: The Contracts (Rights of Third Parties Act) 1999**

term	<i>beneficiary</i>
not used	not used

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

[Redacted]

Address for communications

[Redacted]

[Redacted]

[Redacted]

The *fee percentage* is

[Redacted]

[Redacted]

The *key persons* are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]  
Technical Director

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]  
Structural Reviewer

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]

Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

[REDACTED]

3 Time

[REDACTED]

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)            Jeremy Benn  
Address for communications  
[REDACTED]  
Broughton  
Skipton  
[REDACTED] shire

Address for electronic communications  
[REDACTED]

Name (2)            Richard Chubb  
Address for communications  
West Point  
[REDACTED]  
PE2 6GG

Address for electronic communications  
[REDACTED]

X10: Information Modelling

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

[Redacted]  
[Redacted]  
[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]  
[Redacted]  
[Redacted]

[Redacted]

Jeremy Benn Associates Ltd

*Jeremy Benn*

Signature

[Redacted]  
Role