

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

Compulsory

Contract Name Shepperton Review – Recommendation R1 (B-E)

Automatically drawn from your contract

Compulsory

Project Name Shepperton Review – Recommendation R1 (B-E)

Geographic Area

Bravo, obtain from your DGC colleague

Automatically drawn from the dropdown in the contract

Compulsory for raising a Requisition for a PO

Project Executive Name

Lot Number

Click adjacent cell and Use Dropdown Lot 2 / Lot 2

Compulsory

EA Project Manager

Not applicable

Automatically drawn from the named EA Project Manager (Data Part 1 (input))

Compulsory

Supplier

the contract if option X5 and X7 has been used (Apply / Do Not Apply)

Signature Box

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

Date

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

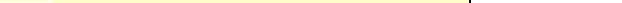
[REDACTED]

[REDACTED]
[REDACTED]

1 General

The Consultant is

| Device Type | Percentage |
|----------------------|------------|
| Smartphone | 95% |
| Tablet | 85% |
| Smartwatch | 75% |
| Smart TV | 65% |
| Smart Home Device | 55% |
| Smart Car | 45% |
| Smart City | 35% |
| Smart Building | 25% |
| Smart Grid | 15% |
| Smart Infrastructure | 10% |



The *key persons* are

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

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

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

| |
|------------|
| [REDACTED] |
| [REDACTED] |
| [REDACTED] |
| [REDACTED] |
| [REDACTED] |

| | |
|--------------------------------|------------------|
| 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;

[illegible]

3 Time

insert details The programme identified in the Contract Data is;

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

5 Payment

| Government | Percentage |
|---------------------|------------|
| Current government | 100% |
| Previous government | 0% |

Enter postal address

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |

| Response | Percentage |
|---|------------|
| Yes, the current system is the best way to run the country | 45% |
| No, the current system is not the best way to run the country | 55% |



Framework: Collaborative Delivery Framework
Supplier: [REDACTED]
Company Number: [REDACTED]
Geographical Area: South West
Project Name: Shepperton Review – Recommendation R1 (B-E)
Project Number: [REDACTED]
Contract Type: [REDACTED]
Option: [REDACTED]
Contract Number: 33156
Stage: Other

| Revision | [REDACTED] | | [REDACTED] | | [REDACTED] | | Date |
|----------|------------|--|------------|--|------------|--|------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name

Project Number

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th 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

-

-

Part One - Data provided by the *Client*

Main Option Option E W2

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- X20: Key Performance Indicators
- Y(UK)1: Project Bank Account

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

Z: *Additional conditions of contract*

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

The *language of the contract* is English

The *law of the contract* is

The period for reply is weeks

The *period for retention* is following Completion or earlier termination

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

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 Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 19 July 2021

The *Client* provides access to the following persons, places and things
access
As noted in scope
access date
19 July 2021

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

The *completion date* for the whole of the *service* is 30 November 2021

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

4 Quality management

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

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

Base per annum (not less than 2) above 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

6 Compensation events

These are additional compensation events

-
-
- 'not used'
- 'not used'
- 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 'not used'
- 'not used'
- '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> | [REDACTED] 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 <i>Service</i> | [REDACTED] 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 | [REDACTED] | |

The *tribunal* is litigation in the courts

The *Adjudicator* is
Address for communications

'to be confirmed'

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

[REDACTED]

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.

[REDACTED]

Z6 The Schedule of Cost Components

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

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 X10: Information modelling

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

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

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

Y(UK)1:Project Bank Account

The *Consultant* is to pay any bank charges made and to be paid any interest paid by the *project bank*

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 *beneficiary*

Not used Not used

Not used Not used

Not used Not used

term *beneficiary*

The provisions Not used

[REDACTED]

of Y(UK)1

[REDACTED] - 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]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

The *fee percentage* is

[REDACTED]

[REDACTED]

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

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

Name (2)
Job
Responsibilities
Qualifications
Experience

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

Name (3)
Job
Responsibilities
Qualifications
Experience

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

Name (4)
Job
Responsibilities
Qualifications
Experience

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

Name (5)
Job
Responsibilities
Qualifications
Experience

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

Name (6)
Job
Responsibilities
Qualifications
Experience

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

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Address for electronic communications
[REDACTED]

Name (2) #REF!
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Address for electronic communications
[REDACTED]

X10: Information Modelling

[REDACTED]
[REDACTED]
[REDACTED]

Y(UK)1: Project Bank Account

The *project bank* is

named suppliers are

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[REDACTED]

28/09/2021

Project Executive

[REDACTED]

[REDACTED]

[REDACTED]

Consultant execution

Signed Underhand by [REDACTED]

[REDACTED] on behalf of [REDACTED]

[REDACTED]

Commercial Manager

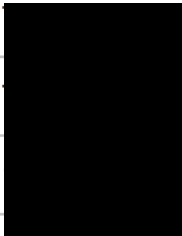
[REDACTED]

Environment Agency

NEC4 professional service contract (PSC)

Scope

Project / contract Information

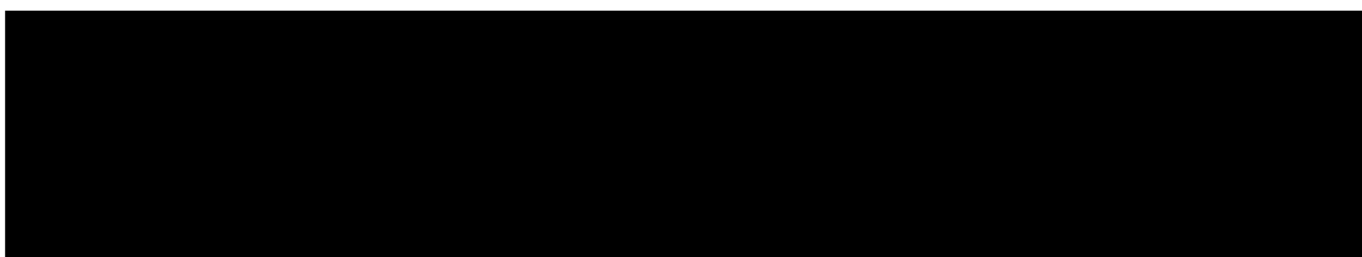
| | |
|-----------------------|---|
| Project name | Shepperton Review – Recommendation R1 (B-E) |
| Project SOP reference |  |
| Contract reference | |
| Date | |
| Version number | 2.0 |
| Author | WP/BR |

Revision history

| Revision date | Summary of changes | Version number |
|---------------|--------------------|----------------|
| 06/07/2021 | Draft | 0.1 |
| 13/07/2021 | For approval | 1.0 |
| 16/07/2021 | For Issue | 2.0 |

This Scope shall be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *service* is to be compliant with the following version of the Minimum Technical Requirements:

| Document | Document Title | Version No | Issue date |
|---------------------------|--------------------------------|------------|------------|
| LIT 13258 | Minimum Technical Requirements | 11 | 04/05/2021 |



1. Details of the service

Objective

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

Work

Project Management

Project Management Activities

1. The *Consultant* shall provide a programme with their tender submission and referenced in the Contract Data.
2. Produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with progress reports. Monthly financial updates and forecasts to meet EA deadlines provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.
3. Deliver a monthly progress report in the *Client's* standard template (Link) giving progress against programme, deliverables received and expected and financial summary against programme.
4. 30 min weekly update call – take notes and distribute
5. 2hr Monthly progress meeting – take notes and distribute
6. Take notes and distribute to any additional meeting as required
7. AfP – as per the contract and uploaded to Fastdraft on a monthly basis
8. Lead on stakeholder engagement of identified EA resources through consultation with the EA Senior User team.
9. Update Lessons Learnt log and Issue Log when issues or lessons occur. Facilitate learning best practice from other organisations.
10. The contract will be administered using FastDraft.

PM Expectations

The *Consultant* shall drive the programme and manage interface with EA staff by exception. I.e. lead on organising programme of data gathering/interviews/surveys as required. The *Client* is to help the *Consultant* identify interfaces and EA PM to support where issues arise.

Review Activities

The Consultant shall undertake a review of the Environment Agency's Flood and Coastal Risk Management (FCRM), Waterways, Hydrometry and Telemetry, Water Resources (ie all asset operating functions of the Environment Agency) , Risk Management Systems including HSE / CDM / Temporary Works to assess legal compliance. All information and access to relevant documentation is to be provided by the *Client*. The review shall:

1. POLICY
 - a. Review EA FCRM and other function's Risk Management / Safety Health Environment and Wellbeing (SHEW) Codes & Practices
 - b. Obtain a good understanding of the range of tasks EA ops and maintenance teams carry out across all of the asset functions
 - c. Risk Assess/ categorise the Operational Task List
 - d. Review EA FCRM and other function's Competency: Waterways, Hydrometry and Telemetry (H&T), Mechanical and Electrical, Instrumentation, Control and

Automation (MEICA), Water Resources, Fisheries, Biodiversity and Geomorphology (FBG).

2. ORGANISATION

- a. Set up and carry out an E-Survey
- b. E-Survey - data analysis
- c. Allow time for a review and feedback at Milestone #1 - EA Feedback Point
- d. EA will set up interviewees (% of cohort to be agreed with Senior User)
- e. Design and obtain acceptance from the Client, organise and manage the interviews
- f. Undertake the interviews - hierarchy of operational control
- g. Undertake culture assessment - (high level)
- h. Undertake leadership assessment - (high level)
- i. Undertake competence assessment - (high level)

3. MEASURING PERFORMANCE

- a. Review EA FCRM Environment Agency Operations accident & incident data
- b. Review EA FCRM and other function's relevant SHEW audit reports
- c. Undertake unsafe acts analysis
- d. Undertake unsafe conditions analysis
- e. Analyse EA area performance
- f. Undertake trend analysis
- g. Allow time for a review and feedback at Milestone #2 - EA Feedback Point

4. PLANNING & IMPLEMENTATION

- a. Organise site visits and agree them with the *Client* - 14 EA areas targeted by trend analysis and E-Survey
- b. Record site details
- c. Undertake on-site interviews with the EA FCRM OMR nominees
- d. Undertake collection of other data with agreement with the *Client*
- e. Undertake off-site interviews with EA FCRM OMR nominees / Regional Principal Designer (R-PD)
- f. Assess appropriateness of management controls
- g. Undertake culture assessment - (operational level)
- h. Undertake competence assessment - (operational level)
- i. Preparation of draft report
- j. Allow time for a review and feedback at Milestone #3 - EA Feedback Point
- k. Design remedial action
- l. Collect additional data
- m. Prepare and issue final report
- n. Allow time for a review and feedback at Milestone #4 - EA Feedback Point

The review to take place across all operational EA areas namely:

- North East
- Cumbria and Lancashire
- Yorkshire
- Greater Manchester Merseyside and Cheshire

- West Midlands
- East Midlands
- Lincolnshire and Northamptonshire
- East Anglia
- Hertfordshire and North London
- Kent, South London and East Sussex
- Solent and South Downs
- Thames
- Wessex
- Devon Cornwall and the Isles of Scilly

2 The *service* specifically excludes the following:

This review will therefore **not** include:

- a) Collation or recommendation of activities our teams should and shouldn't carry out.
- b) Risk Management for activities outside asset operation, maintenance or response.
- c) A thorough review of our SHEW Behaviours, leadership and culture but we expect that commentary, where appropriate, will be noted in the review.
- d) Recommendations for resourcing of a new Risk Management System.

3 Information or reports already available and on the *Client's* SharePoint site (access provided to key team members).

- a) Access to all relevant systems will be provided.
- b) Operational Instructions will be provided.
- c) The review carried out by Ground Control Ltd, Marcus Watson.
- d) The Edenbridge Incident report will be provided.
- e) Reporting data from the past 2 years on our Airsweb Incident Reporting system.

4 Specifications of standards to be used

- a) The review of our systems to undertake an assessment of their suitability to the relevant legal standards, namely The Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, particularly Health, Safety & Environmental, including the impacts of Temporary Works.

5 Constraints on how the *Consultant* provides the *services*

- a) The *Consultant* is to follow Government Guidelines to deal with COVID related issues and engage with the *Service Manager* to agree working conditions with EA Staff in EA premises.

- b) The *Consultant* will provide a dedicated named competent team to undertake the review, CVs to be provided and approved by the EA PM.

6 Requirements of the programme

- a) The programme complies with the requirement of Clause 31.
- b) The programme will clearly show key interfaces with EA resources.
- c) The programme will show key hold points for decisions to be made as the review progresses.
- d) The programme will be resourced to show how resources will be allocated and managed.

7 Services and other things provided by the *Client*

- a) Access will be provided to the *Client's* Sharepoint site for document transfer.

Appendix 1 – BIM Protocol

The *Consultant* shall adhere to the Environment Agency's Employers Information Requirements (EIR) framework level minimum technical requirements.



The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP.