

## 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 overtype 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

## Guidance

From your contract

From your contract (format ENVXXXXXXXX)

From your contract

After the contract is formed and uploaded. The CSO/BSO

From Bravo, obtain from your DGC colleague

From the Framework coverage (National if CSF, M&M or (Contract selection tab)

From the dropdown in the contract

From the single person role included in the Contract who

From the Client organisation who will have view access on

From the single person role included in the Contract

From the Consultant organisation who will enter the

From the Consultant organisation who will have view

From the single person role included in the Contract

From the ECCPM organisation who will have view access on

From the single person role included in the Contract who

From the single person role included in the Contract who

From the Contractor's organisation who will enter the

From the Contractor's organisation who will have view

From the selected Framework in the contract

From the named EA Project Manager (Data Part 1

From the selected Supplier in the contract

From the same as the Contractor Manager above

From A or C the Total of the Prices. Option E the Forecast

From the named Use Dropdown: (OBC-FBC; Construction, Other)

From the Contract number for the contracts linked that

From the date drawn - must be the date included in the

From the date drawn - must be the date included in the

From the contract if option X5 has been used

From the contract if Section 6 of Contract Data Part 1

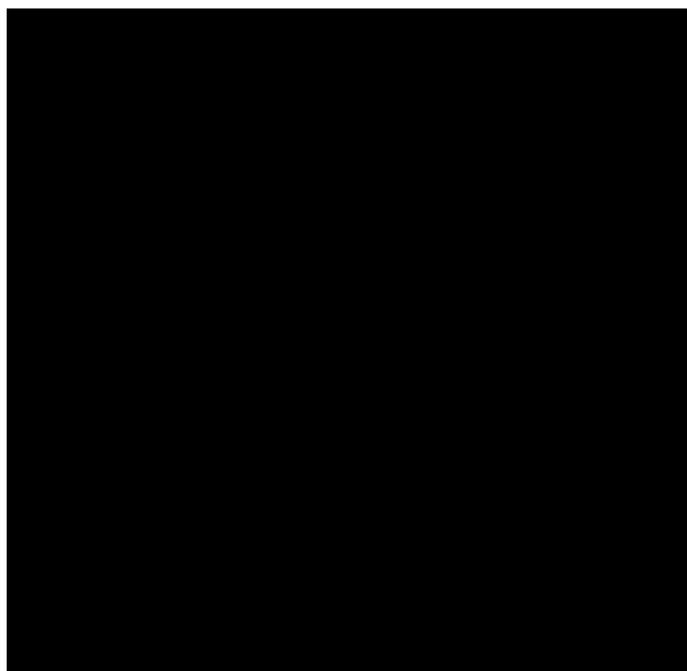
**Incomplete contracts will be returned for proper completion before upload.**

1 General

The Consultant is

Capita Black & Veatch

Name and address etc. of Consultant



communications

Enter email address

Insert the relevant framework tendered fee percentage

Name the key persons to be working on the contract

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

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

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



total Defined Cost plus the Fee

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

insert name Name (1)

|                |                |
|----------------|----------------|
| insert address | address Line 1 |
| insert address | address Line 2 |
| insert address | address Line 3 |
| insert address | address Line 4 |
| insert address | address Line 5 |
| insert address | address Line 6 |

Enter postal address

insert email address Email address for communications

Enter email address

insert name Name (2)

|                |                |
|----------------|----------------|
| insert address | address Line 1 |
| insert address | address Line 2 |
| insert address | address Line 3 |
| insert address | address Line 4 |
| insert address | address Line 5 |
| insert address | address Line 6 |

Enter postal address

insert email address Email address for communications

Enter email address

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

X10 is always used



**Framework:** Client Support Framework  
**Supplier:** Capita Black & Veatch  
**Company Number:** [REDACTED]  
**Geographical Area:**  
**Project Name:** Chief Engineer Best Practice Review  
**Project Number:** ENV6004675R  
**Contract Type:** Professional Service Contract  
**Option:** Option E  
**Contract Number:** 30536

| Revision | Status | Originator | Reviewer | Date |
|----------|--------|------------|----------|------|
|          |        |            |          |      |
|          |        |            |          |      |
|          |        |            |          |      |
|          |        |            |          |      |
|          |        |            |          |      |

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA**

**Project Name** Chief Engineer Best Practice Review

**Project Number** ENV6004675R

This contract is made on 15 September 2020  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
PSC Chief Engineer Best Practice Review Aug 20 v1

**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 for resolving and avoiding disputes

Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling : Not applicable
- 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

- The Consultant shall:
- \* Deliver a written review of best practice in organisations that are comparable to the Environment Agency.
  - \* Within this review provide advice on specific questions outlined below that will inform decisions about how to establish the Chief Engineer role and Technical Authority function in the Environment Agency.
  - \* Focus on best practice and recommendations suitable for the EA's role and responsibilities
  - \* Recognise the sensitive nature of this review in collating evidence required.

The *Client* is

Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in  
PSC Chief Engineer Best Practice Review Aug 20 v1

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  
*condition* to be met *key date*  
 'none set' 'none set'  
 '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 21 September 2020

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 27 November 2020

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

- 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 July and 31st October 2020
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 July and 31st October 2020
  2. 'not used'
  3. 'not used'
  4. 'not used'
  5. 'not used'

## 8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

| EVENT                              | MINIMUM AMOUNT OF | PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION |
|------------------------------------|-------------------|------------------------------------------------------------------------|
| The <i>Consultant's</i> failure to |                   |                                                                        |
|                                    |                   |                                                                        |
|                                    |                   |                                                                        |
|                                    |                   |                                                                        |
|                                    |                   |                                                                        |

[Redacted]

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

[Redacted]

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is [Redacted]

**Z Clauses**

**Z1 Disputes**

Delete existing clause W2.1

**Z2 Prevention**

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The *service* is affected by any of the following events

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

**Z3 Disallowed Costs**

In second bullet of 11.2 (18) add:

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

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

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

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

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

**Z6 The Schedule of Cost Components**

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

**Z7 Linked contracts**

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

#### **Z8 Requirement for Invoice**

Insert the following sentence at the end of clause 51.1:  
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.  
Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

#### **Z9 Conflict of Interest**

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

#### **Z10 Change in Control**

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

#### **Z11 Rate Increase Provision**

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

#### **Z12 Waiver**

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

## Secondary Options

### OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

### OPTION X10: Information modelling : NOT APPLICABLE

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 consequen

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

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

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

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

### Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

**Part Two - Data provided by the Consultant**

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

**1 General**

**The Consultant is**

Name and company number

Capita Black & Veatch

Address for communications

Capita Black & Veatch

Address for electronic communication

The 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

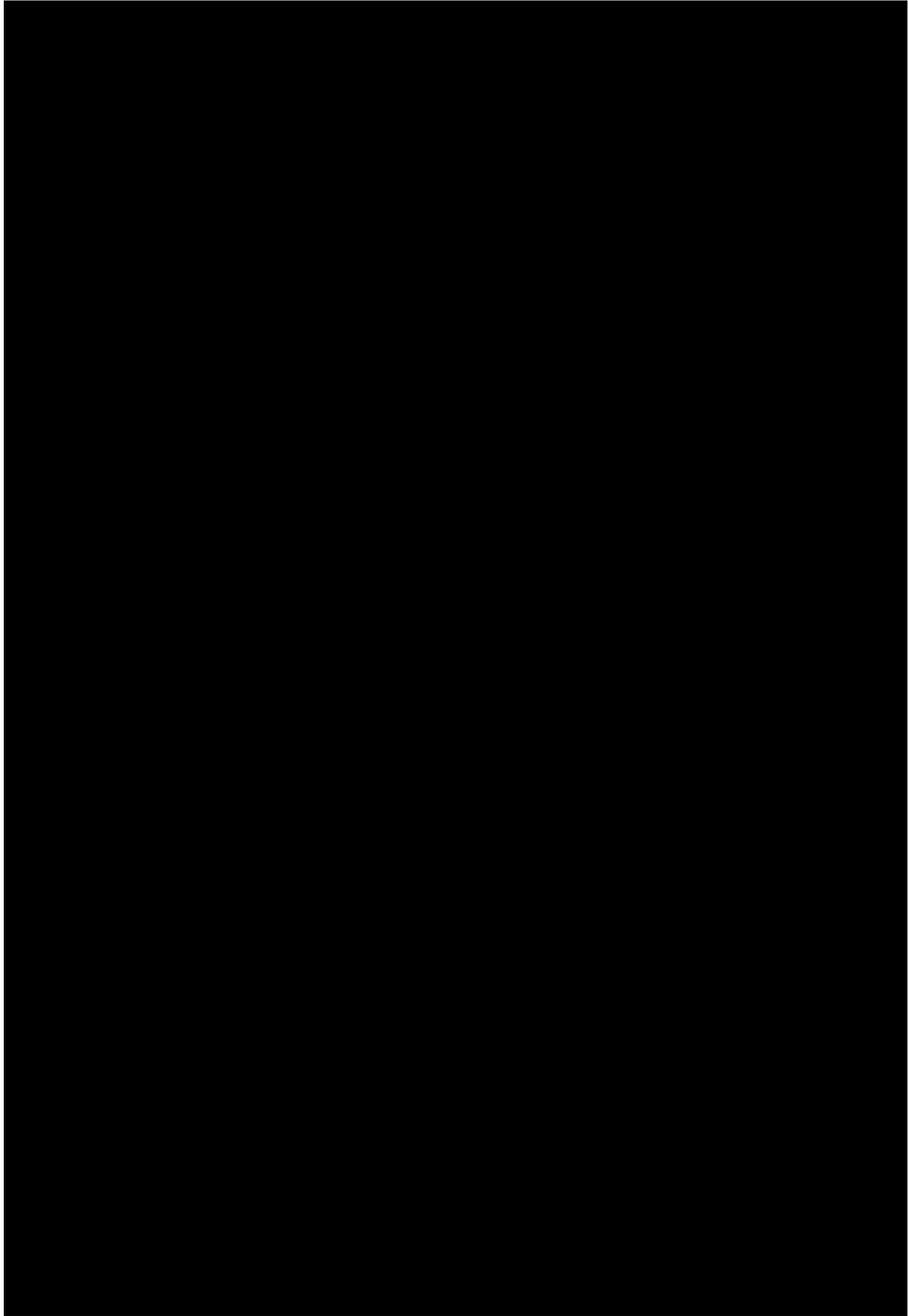
Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

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

**3 Time**

The programme identified in the Contract Data is

**5 Payment**

The *activity schedule* is



**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

**X10: Information Modelling**

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