

## 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**

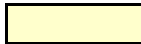
1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

## **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	Reservoir Flood Mapping 2 (RFM2)		Automatically drawn from your contract
Compulsory	Project Name	Reservoir Flood Mapping 2 (RFM2)		Manually enter Align with project name on Procurement Strategy
Compulsory	SOP Project Code			Automatically drawn from your contract (format ENVXXXXXXX)
Compulsory	SOP Task Code	1		A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)
Compulsory	Contract Option	Option C		Automatically drawn from your contract (Typically Options would be Option A, C or E)
Complete after PO is raised	Purchase Order Number	To be confirmed		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	ecm_64490		This number is obtained from Bravo, obtain from your DGC colleague
Compulsory	Geographic Area	National		Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Compulsory	Delivery Hub / CDT	National		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	Not applicable		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 ECCPM 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	Mapping & Modelling Framework		Automatically drawn from the selected Framework in the contract
CDF & CSF Only	Lot Number			Click adjacent cell and Use Dropdown Lot 1 / Lot 2
Compulsory	EA Project Manager	Not applicable		Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Compulsory	Supplier	Jeremy Benn Associates Ltd		Automatically drawn from the selected Supplier in the contract (Company Name)
Compulsory	Contract Value	£386,601.00		<b>ESSENTIAL FIELD</b> Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Compulsory	Stage of delivery	Not applicable		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	20 June 2022		<b>ESSENTIAL FIELD</b> Automatically drawn - must be the date included in the signed contract
Compulsory	Completion date	05 December 2023		<b>ESSENTIAL FIELD</b> Automatically drawn - must be the date included in the signed contract
Optional	Are sectional completion dates used?	Yes		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

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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

Jeremy Benn Associates Ltd
1 Broughton Park Old Lane North
Broughton
Skipton
North Yorkshire
BD23 3FD

Name and address etc. of Consultant

	Email address for communications
--	----------------------------------

Enter email address

	The subcontract fee percentage is
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Insert the M&M framework subcontract tendered fee percentage

The key persons are

	Name (1)
	Job
	Responsibilities
	Qualifications
	Experience

Name the key persons to be working on the contract

	Name (2)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (3)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (4)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (5)
	Job
	Responsibilities
	Qualifications
	Experience

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

Increases in National Insurance Contributions affecting staff costs:
Framework Heads Up 241 quote:
"Any new contracts being priced for award after 1st April 2022 will need to allow for this risk, whether the contract is Client Set Price or Delivery Partner priced."
insert details
insert details
insert details
insert details
insert details
insert details
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

IAQ-JBA-XX-XX-PG-PM-0002-S3-P01-Programme (revised programme 13.06.22)	The programme identified in the Contract Data is;
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This is optional and is inserted if a programme is being initially provided

5 Payment

Q22-0196 - Reservoir Flood Mapping 2 - Project Activity Schedule V3	The activity schedule is
£386,601.00	The tendered total of the Prices is

Only include and complete if activity schedule Options A or C

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

	Name (1)
	address Line 1
	address Line 2
	address Line 3
	address Line 4
insert address	address Line 5
insert address	address Line 6
	Email address for communications

Enter postal address

Enter email address

	Name (2)
	address Line 1
	address Line 2
	address Line 3
	address Line 4
	address Line 5
	address Line 6
	Email address for communications

Enter postal address

Enter email address

This document is executed as a deed and is delivered and takes effect at the date written at the beginning of it



<b>Framework:</b>	<b>Mapping &amp; Modelling Framework</b>
<b>Supplier:</b>	<b>Jeremy Benn Associates Ltd</b>
<b>Company Number:</b>	<b>03246693</b>
<b>Geographical Area:</b>	<b>National</b>
<b>Project Name:</b>	<b>Reservoir Flood Mapping 2 (RFM2)</b>
<b>Project Number:</b>	<b>[REDACTED]</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>ecm_64490</b>
<b>Stage:</b>	<b>All_Work_Types</b>

Revision	Status		Originator		Reviewer		Date

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

**Project Name** Reservoir Flood Mapping 2 (RFM2)

**Project Number** [REDACTED]

This contract is made on  
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 NGS 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  
NGSA PSC Scope RFM2\_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 C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X5: Sectional Completion
- X9: Transfer of rights
- 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 *This project will produce maps for up to 150 large raised reservoirs that came in to operation since October 2016, which were not mapped as part of the recently completed RFM project.*

The <i>Client</i> is	[REDACTED]
Address for communications	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Address for electronic communications	[REDACTED]
The <i>Service Manager</i> is	[REDACTED]
Address for communications	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Address for electronic communications	[REDACTED]

The *Scope* is in  
NGSA PSC Scope RFM2\_V1' issued via Bravo

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

'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

20 June 2022

The *Client* provides access to the following persons, places and things  
access  
Initial 135 reservoirs to be listed  
National Protocol June 2018

*access date*  
Commencement of contract  
Included in tender

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

4 weeks

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

05 December 2023

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% 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 *Consultant's share percentages* and the *share ranges* are

	<i>share range</i>		<i>Consultant's share percentage</i>
less than	80 %	80 %	0 %
from	80 %	to 120 %	50 %
greater than		120 %	100 %

## 6 Compensation events

These are additional compensation events

1. 'not used'
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 <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> ) 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 <del>required by law</del> 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	<a href="#">'to be confirmed'</a>
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

### Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

92.3 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.

**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 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	Maps produced for a minimum of 50 reservoirs	13 April 2023
2	Full datasets for all remaining reservoirs	21 November 2023
3	Contract completion	05 December 2023

### 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 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 Jeremy Benn Associates Ltd

Address for communications 1 Broughton Park Old Lane North  
Broughton  
Skipton  
North Yorkshire  
BD23 3FD

Email address [REDACTED]

The subcontract fee percentage is Option C [REDACTED]

The key persons are

Name (1) [REDACTED]  
Job [REDACTED]  
Responsibilities [REDACTED]  
Qualifications [REDACTED]  
Experience [REDACTED]

The key persons are

Name (2) [REDACTED]  
Job [REDACTED]  
Responsibilities [REDACTED]  
Qualifications [REDACTED]  
Experience [REDACTED]

The key persons are

Name (3) [REDACTED]  
Job [REDACTED]  
Responsibilities [REDACTED]  
Qualifications [REDACTED]  
Experience [REDACTED]

The key persons are

Name (4) [REDACTED]  
Job [REDACTED]  
Responsibilities [REDACTED]  
Qualifications [REDACTED]  
Experience [REDACTED]

The key persons are

Name (5) [REDACTED]  
Job [REDACTED]  
Responsibilities [REDACTED]  
Qualifications [REDACTED]  
Experience [REDACTED]

The key persons are

Name (6) #REF!  
Job #REF!  
Responsibilities #REF!  
Qualifications #REF!  
Experience #REF!

The key persons are

Name (7) #REF!

Job	#REF!
Responsibilities	#REF!
Qualifications	#REF!
Experience	#REF!

The following matters will be included in the Early Warning Register  
Increases in National Insurance Contributions affecting staff cos

## 5 Payment

The *activity schedule* is  
Q22-0196 - Reservoir Flood Mapping 2 - Project Activity Schedu

The tendered total of the Prices is  
£386,601.00

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications  
[REDACTED]

## X10: Information Modelling

The information execution plan identified in the Contract Data is





Contract Execution

Client execution

Signed as a Deed by [Redacted]

for and on behalf of the Environment Agency

[Redacted] 17/06/2022  
Signature Date

[Redacted]  
Role

In the presence of:

[Redacted] 17/06/2022  
Signature Date

[Redacted]  
Role

[Redacted]  
Name [Print]

Address  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Consultant execution

Signed as a Deed by [Redacted]

for and on behalf of Jeremy Benn Associates Ltd

[Redacted]  
[Redacted] 16-Jun-22  
Signature Date

[Redacted]  
Role

In the presence of:

[Redacted] 16/06/2022  
Signature Date

[Redacted]  
Role

[Redacted]  
Name [Print]

Address  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]