

Collect / Refresh Data

Clear Data

Guidance

Contract Name	Hammer Pond	Automatically drawn from your contract
Project Name	insert details	Manually enter
SOP Project Code		Automatically drawn from your contract (format ENVXXXXXXX)
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	insert contract number [provided by Bravo]	This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area	East	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT	Thames (THM)	Automatically drawn from the dropdown in the contract
FastDraft User(s)	insert names of people managing the contract	Manually enter
Client Service Manager	Not applicable	The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
Client FastDraft View	Not applicable	Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager	Not applicable	The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)	Not applicable	Insert email address
Consultant FastDraft Application for Payment access	Not applicable	Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
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 PM Manager	insert details	The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC PM FastDraft View	insert details	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
Supervisor		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager (email address)		Insert email address
Contractor FastDraft Application for Payment access		Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Contractor FastDraft View		Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Framework		Automatically drawn from the selected Framework in the contract
Lot Number		Click adjacent cell and Use Dropdown: Lot a / Lot 2
Defra Project Manager		Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Supplier		Automatically drawn from the selected Supplier in the contract
Supplier Project Manager	insert name of Project Manager	This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)	insert details	Insert email address
Contract Value		ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Stage of delivery		Click adjacent cell and Use Dropdown: (Pre SOC; SOC-OBC; OBC-FBC; Construction, Other)
Partner contract	N/A	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date	22nd August 2022	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Completion date	30 June 2023	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?	No	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

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.

NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

The most important section of this document is ensuring you select 'Finalise Data Part 1' prior to sending this document to your supplier for completion - (Part 4)

Failure to secure your document means your supplier could edit Data Part 1

When started you will see 7 tabs (unless resuming from a previous saved point)

Start-up

1. RMA Client Guidance
2. RMA Details
3. Contract Selection
4. General Data
5. Data Part 1 (input)
6. Data Part 2 (input)

Navigation

Click each Tab at the bottom of the page or press the relevant button

Ideally work sequentially through the list above

Contract Build

As you progress through the Contract Selection, your contract will begin to build

The relevant sections will appear / populate as selections are made

PART 1

1. Select one of the four RMA Frameworks

*It is good practice to press the 'Reset All Previous Toggle Selections' when starting a **new** Contract*

1. Client Support
2. Collaborative Delivery (*)
3. Mapping & Modelling
4. Marine & Coastal

The screen may flash as the contract is built in the background

As selections are made, these will change from grey to green/red to highlight which selections have been made. To change an earlier selection, click the green/red selection to un-select it.

Once selected, the relevant Contract Sections will be visible

(*) Collaborative Delivery will not open any sections until the 'contract type' is chosen

If you incorrectly select any button, press it again to clear that selection

The 'clear' button on the Contract Selection page will clear that section of data, not the whole selection

2. If available select one of the contract type(s) (these may auto-populate)

1. Professional Service Contract
2. Engineering Construction Contract

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

(*) Collaborative Delivery will open the contract sections when the contract type is chosen

3. Select the contract option (there may only be certain options available / visible)

1. Option A
2. Option C
3. Option E

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

4. Select the hub (this may auto-populate if a national hub)

1. North East
2. North West
3. East
4. Midlands
5. South West
6. South East
7. National

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

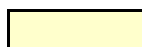
PART 2

1. Press the General Data Update Button (or the tab at the bottom of the page)

There are 5 sections to complete;

1. Project Name
2. Project Number
3. Supplier (using the pull-down menu)
4. Contract Date
5. Contract Number

You can only fill in sections in yellow;



To Clear any section you can over type the content or press the 'Clear General Data'

This selection will ask you to confirm you wish to clear the data as a precaution

To navigate backwards / forward select the relevant button or tab at the bottom of the page

Any box that starts with 'insert' will be blank in the output

PART 3

1. Press the Input Data Part 1 Button (or the tab at the bottom of the page)

There are multiple sections to complete

You can only fill in sections in yellow;

Where selections require an input there will be the following;

Once selected, the relevant button will be highlighted and the un-selected button locked out
To change your selection simply click the previous selection again to clear

Certain selections will require **further** input.

e.g. X5: Sectional Completion

if Sectional Completion is selected, you will need to identify the number of sections

Certain selections are **linked** to other inputs.

e.g. X7: Damages following X5: Sectional Completion

if Damages is selected along with Sectional Completion, you will need to identify the number of sections and the value of each of those sections along with the damages for the remainder of the *works*.

if Damages is selected without Sectional Completion, you will need to identify the delay damages for the while of the service/works only.

You cannot change sections in grey;

Boxes starting with the word 'insert' will not pull through to the output document until an entry is made and is a guidance note only

If you want to include a contract entry simply overwrite the cell 'insert' contents

PART 4

1. Once complete, press the 'Finalise Data Part 1' button

This button is located at the top and bottom of Data Part 1 (input)

This will check that you want to close all Client inputs
(ready for sending to the supplier to complete their parts)

At this point, the following will be visible;

1. Data Part 2 (input)
2. Cover Sheet
3. Contract Data part 1
4. CD for X
5. Contract Data Part 2

2. Send this document to your supplier for them to complete Data Part 2

PART 5

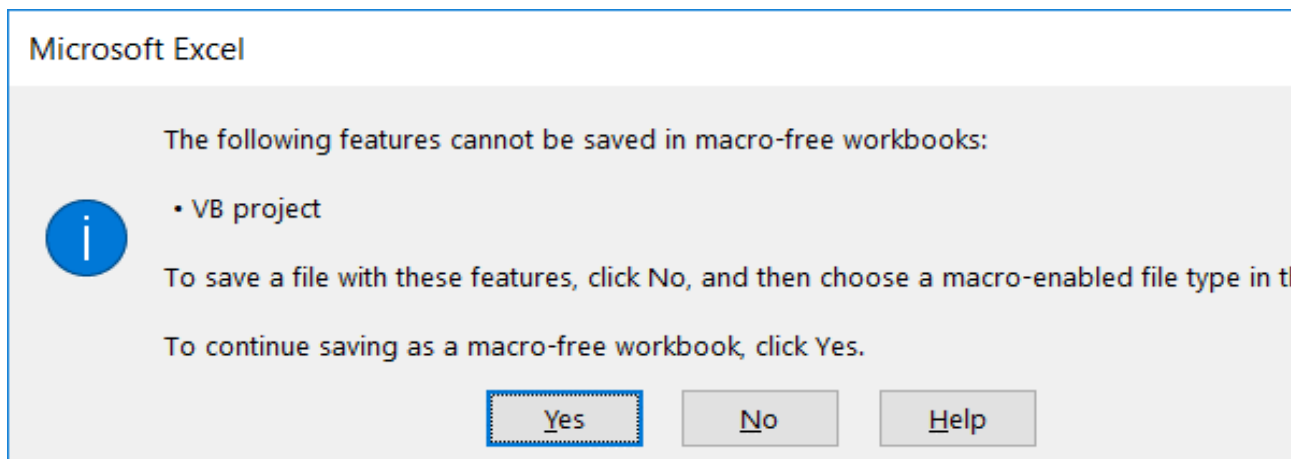
Upon receipt of the completed 'Data Part 2' from the supplier

1. Go to Data Part 2 (input)
2. Press the 'Client resume editing' button you will be prompted to provide the password
The password is "T&T" - no speech marks
This will now reopen all the Client inputs and you will see your completed Contract

PART 6

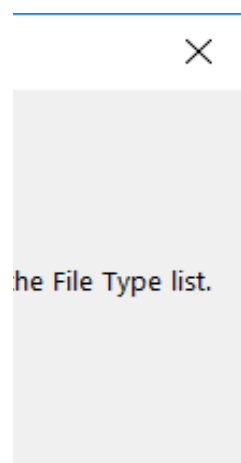
Once the document is complete, press the green 'Print to PDF & XLSX' button

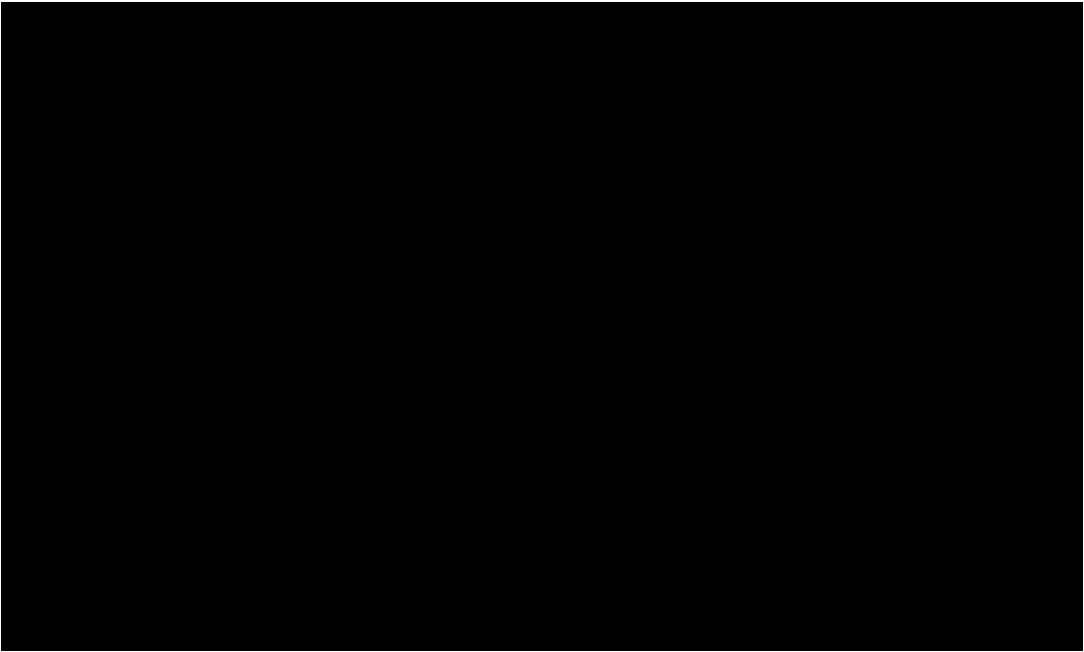
1. This will create an Excel and PDF(s) format output
2. The excel file name will be the Project and Contract number along with the date and time (users can change)
3. The PDF(s) file name(s) will be the section title along with the date and time (users can change the 'save as')
4. Follow the prompts to confirm the location you want to save the file in.
5. If prompted with the following, select yes. This is only changing the document back to an Excel file



6. The documents will close but you will now have both a PDF and Excel version of your document

the 'save as' filename)





tions

Print to PDF & XLSX

Rev 1.6.4a

Reset ALL Previous
Toggle Selections

Client Support

Collaborative Delivery

Clear

Mapping & Modelling

Marine & Coastal

Professional Service
Contract (PSC)

Engineering Construction
Contract (ECC)

Clear

Option C

Option E

Clear

Option C: target contract with
activity schedule

Option E: cost reimbursable
contract

North East

North West

East

Midlands

South West

South East

Clear

Hub Checker - use pulldown

Thames (THM)

East

Contract Name
Project Number
Framework:
Area:
Contract:
Option:
Contract with:
Company No:
Contract Date:
Contract Number

Scope	Site Information
Hammer Pond_CDF-Sch-App9.5II ECC Scope_v8	Hammer Pond_Construction Works Specification_v1
X Clauses;	
X5: Sectional Completion	<div><div>Yes</div><div>No</div><div>No Sectional completion</div></div>
X7: Delay damages	<div><div>Yes</div><div>No</div><div>Delay Damages Apply</div></div>
X8: Undertakings to the Client or Others	<div><div>Yes</div><div>No</div><div>No Undertakings to Others</div></div>
X10: Information modelling	<div><div>Yes</div><div>No</div><div>X10: Information modelling applies</div></div>
	The Contract Date within which the Contractor is to submit the Construction Plan for acceptance is
	The Contractor maintains insurance cover for claims made against the Contractor's failure to use skill and care normally used by other Contractors providing information similar to the Project Information is, In
	The Contractor maintains insurance cover for claims made against the Contractor's failure to use the whole of the works or earlier than the end of the works. The Contractor maintains insurance for claims made against the Contractor's failure to use the skill and care is
X15: The Contractor's design	<div><div>Yes</div><div>No</div><div>X15: The Contractor's design does not apply</div></div>
X16: Retention	<div><div>Yes</div><div>No</div><div>X16: Retention does not apply</div></div>
X18: Limitation of liability	<div><div>Yes</div><div>No</div><div>Limitation of Liability Applies</div></div> <div>The Contractor's liability to the Client for indirect or consequential loss is limited to</div> <div>For any one event, the Contractor's liability to the Client for loss or damage to the Client's property is limited to</div> <div>Use Pulldown - The end of liability date is '6' years or '12' years after the Completion of the whole of the works</div> <div>The Contractor's liability for Defects due to its design which are not listed on the Defects Certificate is limited to</div> <div>The Contractor's total liability to the Client for all matters arising under or in connection with the contract, other than excluded matters, is limited to</div>
Y Clauses;	
Y(UK)1: Project Bank Account	<div><div>Yes</div></div>
Y(UK)2: Housing Grants, Construction and Regeneration Act 1996	<div><div>Yes</div><div>No</div><div>HGCR Act Applies</div></div>
14 Days	The period for payment is 'XX' days after the date on which payment becomes due.
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999	<div><div>Yes</div><div>No</div><div>Rights of 3rd Parties Applies</div></div>
Term	Beneficiary
insert term	insert beneficiary
insert term	insert beneficiary
insert term	insert beneficiary
insert term	insert beneficiary
insert Named Suppliers	Beneficiary - Named Suppliers (If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3.)
The works are	
Construction of a dam to restore natural water levels at Hammer Pond	Describe the works
N/A	
Period for reply;	Set at 2 weeks
Period for retention is;	Use Pulldown - Normally 6 years if signed underhand, 12 years if signed as deed
The following matters will be included in the Early Warning Register;	
insert details	Insert matter
insert details	Insert matter
insert details	Insert matter
insert details	Insert matter
Early warning meetings are to be held at intervals no longer than;	
2 weeks	Normally 2 weeks
The key dates and conditions to be met are;	key date
condition to be met	'none set'
	'none set'
	'none set'

Guidance Notes

Option if it is essential to have some parts of the *service* completed before the whole of the *service* . Discuss with Commercial Lead

Option should be considered as default (unless Key Date's are considered more appropriate), X7 should always be used where sectional completion is included. Pre-calculate genuine loss, discuss with Commercial Lead

X8 should be included as appropriate

Normally 2 weeks

Number of year(s)

This is an optional clause however this places LESS risk for the *Contractor's* design solution, as without it the *Contractor* would be responsible for satisfying a stricter test known as 'fitness for purpose', which would be implied by section 14(3) of the Sale of Goods Act 1979. Discuss with Commercial Lead.

This is an optional clause. It should be used on any contract with a *completion date* after the expiry date of the framework. Only likely to be required if the contract end date is near or beyond the end of the framework, advice should be sought from the Commercial Lead on the percentage to use.

This is an optional clause, which limits the liability of the *Contractor*. Discuss with Commercial Lead.

For contracts less than £4,000,000, the limit is **£1,000,000**, for all other contracts the limit is **£5,000,000**

For contracts completed underhand, the term is 6 years. For contracts completed under deed, the term is 12 years (This would normally only occur on very high value contracts).

This is limited to the lesser value of the **contract value** or **£5,000,000**

This is limited to

Project Bank Account auto-selects if the below condition is met;
If there is a compelling reason not to use seek approval from the senior team
Default use when the contract value is above £500,000

Framework level clause that always applies

Normally 14 days (Not exceeding 14 days) Discuss with Commercial Lead if not 14 days

Framework level clause that always applies. Please state any third party *beneficiaries* to the contract who are enabled to enforce it in future. Please also state the particular terms they are enabled to enforce.

If no *beneficiary*, insert 'not used' or leave as 'insert *beneficiary*'

Describe the *works* in brief

Use 'RMA Details' to input these values
State the *Client* number
Enter postal address

Enter email address

State the *Client* organisation *Project Manager* as contact

Enter postal address

Enter email address

Name of Supervisor

Enter postal address

Enter email address

States in what documents the Scope information is located

States in which documents the Site Information is located

Refers to a drawing or gives the location of the narrative description

The details of the partner contract must be entered here;
Contract Number, Contract Title, Contract Partner, Contract Price (original)
Example: 12345, Water Stabilisation, WSP Associates, £1,234,567.89

State any matters which could affect the total of the Prices, or delay Completion, which are known at the time of preparing this contract

Key dates can impose significant risks on the *Consultant* in some circumstances and should only be used if really necessary. Use if a particular *condition* needs to be met for a third party to deliver their *service*.

List each *condition* and *key date*.

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than
4 weeks

Normally 4 weeks

The starting date is;

22nd August 2022

Insert Date

The <i>Client</i> provides access to the following persons, places and things; part of the site		access dates
All of the site		1st August 2022
Insert details		Insert date
Insert details		Insert date
Insert details		Insert date
Insert details		Insert date
If more than 5 areas are required add these in the Scope		Insert date

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

Normally 4 weeks

The completion date for the whole of the works is
30 June 2023

The completion date for the whole of the works is

Take over the works before the Completion Date;
The *Client* is not willing to take over the works before the Completion Date

Yes No

No early take over

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

Normally 4 weeks

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

Normally 4 weeks

The period between Completion of the whole of the works and the defects date is
52 Weeks

Normally 52 Weeks

The *Client* set total of the Prices is
£2,042,805.00

Confirm value

The defect correction period is;
2 weeks

Insert details

Except that, the defect correction period for

Insert value

insert term

Insert details

Except that, the defect correction period for

Insert value

insert term

The interest rate is;
Base
2.00%
Bank of England

Insert baseline rate
% per annum above the rate of the
Bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used;
Insert Number
1

Select Period (pulldown)
Month

The exchange rates are those published in;
insert details

On;
insert date

If there are additional compensation events;	
Material price increases will be addressed in line with FHU 221 and the Z30 Z clause	Insert description of compensation event, or "not used"
The discovery of ordnance has been excluded from the target price. If ordnance is found the cost of mitigation is a client held risk	Insert description of compensation event, or "not used"
'not used'	Insert description of compensation event, or "not used"
'not used'	Insert description of compensation event, or "not used"
'not used'	Insert description of compensation event, or "not used"

If there are additional *Client's* liabilities;

Client is responsible for management and maintenance of the current pumping regime

Insert description of liability to be taken, or "not used"

'not used'

Insert description of liability to be taken, or "not used"

'not used'

Insert description of liability to be taken, or "not used"

The place where weather is to be recorded is;
Alice Holt Lodge - 51.178, -0.849

Insert location

09:00

the number of days with snow lying at (Insert time)

and these measurements:

Insert details

Insert details

Insert details

Insert details

Insert details

Insert measurement
Insert measurement
Insert measurement
Insert measurement
Insert measurement

The weather measurements are supplied by;
Met Office

Insert supplier

The weather data are the records of past weather measurement for each calendar month;
Insert details

which were recorded at

Insert details

and which are available from

Assumed values for the ten year weather return weather data for each weather measurement for each calendar month are;

Insert details	Insert value - Jan
Insert details	Insert value - Feb
Insert details	Insert value - Mar
Insert details	Insert value - Apr
Insert details	Insert value - May
Insert details	Insert value - Jun
Insert details	Insert value - Jul
Insert details	Insert value - Aug
Insert details	Insert value - Sep
Insert details	Insert value - Oct
Insert details	Insert value - Nov
Insert details	Insert value - Dec

If the *Client* is to provide Plant and Materials;
The insurance against loss of or damage to the Works, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

To be included and completed if Option C or E is used. The period is normally four weeks

Insert the contract start date

If more than five access dates are required then please state the additional dates in the Scope.

Period should not be more frequent than needed for good management. Four weeks is default.

EA Project Manager shall state the required completion date.

Normally 52 weeks;
Acceptable periods are: beach nourishment 0 weeks, construct only 52 weeks, design and build 104 weeks, process plant 156 weeks or longer should be considered, landscaping 208 weeks

The defect correction period is the period allowed for the *Contractor* to resolve a Defect.

For a safety issue for the public it is 24 hours

Set at 1 month

The insertion of any additional compensation events must be agreed between the compiler and the Commercial Lead.

8 Liabilities and insurance - If the level of insurance cover

Not normally used

Nearest Met Office Weather Station to site, unless alternative is agreed in advance

Snow lying at 09.00 is often applied. Other measurements may arise due to special conditions such as sea states, wind speed etc.

name of body providing weather measurements.

This is only used if there is no suitable weather data

Enter postal address

Enter email address

Enter postal address

Enter email address

Z Clauses

Z1: Correctness of Site Information and other documents

Yes No

Z1: Correctness of Site Information and other documents does not apply

Z 2A: Risk transfer: Physical conditions within the Site

Yes No

Z 2A: Risk transfer: Physical conditions within the Site does not apply

Z 2B: Water levels: Contractor's risk

Yes No

Z 2B: Water levels: Contractor's risk does not apply

Z6: Payment for Work Done to Date	<div><div>Yes</div><div>No</div></div>	Z6: Payment for Work Done to Date does not apply
Z7: Aggregated <i>Contractor's</i> share	<div><div>Yes</div><div>No</div></div>	Z7: Aggregated Contractor's share applies
Z11: Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999	<div><div>Yes</div><div>No</div></div>	Z11: Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999 does not apply
Z16: Disallowed Costs	<div><div>Yes</div><div>No</div></div>	Z16: Disallowed Costs applies
Z18: Payment of pain/gainshare and programme incentivisation	<div><div>Yes</div><div>No</div></div>	Z18: Payment of pain/gainshare and programme incentivisation does not apply
Z19: Linked contracts	<div><div>Yes</div><div>No</div></div>	Z19: Linked contracts does not apply
Z20: Defect Dates for Sections	<div><div>Yes</div><div>No</div></div>	Z20: Defect Dates for Sections does not apply

Name and address etc. of Contractor

Enter email address

Insert the relevant framework tendered *fee percentage*

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

Insert details of where the Scope is identified

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

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

Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used

insert name	Name (4)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

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

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

2 The Contractor's main responsibilities

If the Contractor is to provide scope for its design

insert details	The Scope provided by the Contractor for its design is in
----------------	---

3 Time

insert details	The programme identified in the Contract Data is;
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The Senior Representatives of the Contractor are

The <i>information execution plan</i> identified in the Contract Data is;	If an <i>information execution plan</i> is to be identified in the Contract Data
insert details	

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

insert details	The <i>project bank</i> is
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named suppliers

insert details	<i>named suppliers</i>
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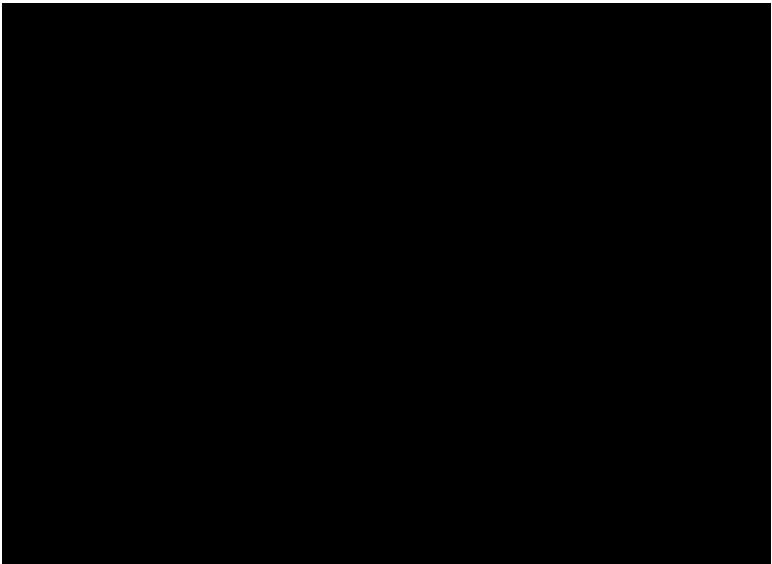


Framework:
Supplier:
Company Number:

Geographical Area:
Project Name:
Project Number:

Contract Type:
Option:

Contract Number:



Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name

Project Number

DEFCOOD202190124

This contract is made on between the Client and the Contractor

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 between the Client and the Contractor 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 C

W2

X2: Changes in the law

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)1: Project Bank Account

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

levels at Hammer Pond

The Client is

Address for communications

Address for electronic communications

The Project Manager is

Address for communications

Address for electronic communications

The Supervisor is

Address for communications

Address for electronic communications

The Scope

N/A	
The <i>language of the contract</i> is English	
The <i>law of the contract</i> 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 following matters will be included in the Early Warning Register	

Early warning meetings are to be held at intervals no longer than	2 weeks
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2 The *Contractor's* main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are <i>condition</i> to be met 'none set' 'none set' 'none set'	<i>key date</i> 'none set' 'none set' 'none set'
The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than	4 weeks

3 Time

The <i>starting date</i> is	22nd August 2022
The <i>access dates</i> are part of the Site All of the site	date 1st August 2022
The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
The <i>Completion Date</i> for the whole of the <i>works</i> is	30 June 2023
The <i>Client</i> is not willing to take over the <i>works</i> before the Completion Date	
The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	4 weeks

4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is	4 weeks
The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is	52 weeks

The <i>defect correction period</i> is	2 weeks	except that	
• The <i>defect correction period</i> for		is	
• The <i>defect correction period</i> for		is	

5 Payment

The <i>currency of the contract</i> is the £ sterling									
The <i>assessment interval</i> is	Monthly								
The <i>Client</i> set total of the Prices is	£2,042,805.00								
The <i>interest rate</i> is	2.00% per annum (not less than 2) above the								
Base	rate of the Bank of England								
The <i>Contractor's share percentages</i> and the <i>share ranges</i> are									
	<table> <tr> <th><i>share range</i></th><th><i>Contractor's share percentage</i></th></tr> <tr> <td>less than</td><td>80 %</td></tr> <tr> <td>from</td><td>80 % to 120 %</td></tr> <tr> <td>greater than</td><td>120 %</td></tr> </table>	<i>share range</i>	<i>Contractor's share percentage</i>	less than	80 %	from	80 % to 120 %	greater than	120 %
<i>share range</i>	<i>Contractor's share percentage</i>								
less than	80 %								
from	80 % to 120 %								
greater than	120 %								
	as set out in Schedule 17 as set out in Schedule 17								

6 Compensation events

The place where weather is to be recorded is	Alice Holt Lodge - 51.178, -0.849
The <i>weather measurements</i> to be recorder for each calendar month are	
• the cumulative rainfall (mm)	
• the number of days with rainfall more than 5mm	
• the number of days with minimum air temperature less than 0 degrees Celsius	
• the number of days with snow lying at	09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The *weather measurements* are supplied by Met Office
The *weather data* are the records of past weather measurement for each calendar month
which were recorded at
and which are available from

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

Jan	Jul
Feb	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

These are additional compensation events

- 1. Material price increases will be addressed in line with FHU 221 and the Z30 Z clause
- 2. The discovery of ordnance has been excluded from the target price. If ordnance is found the cost of mitigation is a client held risk
- 3. 'not used'
- 4. 'not used'
- 5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1 Client is responsible for management and maintenance of the current pumping regime
- 2 'not used'
- 3 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the *works* , Plant

out of and in the course of their employment in connection with the contract for any one event is

not less than the amount required by law

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

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

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor* . Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor* r.
Delete 'The' At start of clause 63.1 and replace with:
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

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

Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

54.7 The *Project Manager* assess the *Contractor's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done 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 Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Contractor's* share equals the sum of the products of the increment within each *share range* and the corresponding *Contractor's share percentage* .

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the *Contractor* is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the *Contractor* pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the *Contractor* .

54.10 The *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the *works* .

54.11 The *Project Manager* makes a final assessment of the *Contractor's* share, using the final Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.4 If there is a termination, the *Project Manager* assesses the *Contractor's* share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

- the total of
 - o the Defined Cost which the *Contractor* has paid and
 - o which it is committed to pay for work done before terminationand
- the total of
 - o the Defined Cost which the *Contractor* has paid and
 - o which it is committed to payin 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 completedand
- 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 completedin the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(37) 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(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/
- the Price for Service Provided to Date in the *partner contract*.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z16 Disallowed Costs

Add the following bullets to clause 11.2 (26) Disallowed costs

- was incurred due to a breach of safety requirements, or due to 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

Z21 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 *Project Manager's* certificate.

Delete existing clause 51.2:

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 *Project 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

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the *Client* on an annual basis.

Z30 Material Price Volatility

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

a) The Latest Index (L) is the latest index as issued by the *Client* . The L, which is at the discretion of the *Client* , is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.

b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.

c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:

Assessment x MF x L = PVP

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client* . The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.

Z30.3 Price Increase

Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31/10/2021	In period costs only	No
30/11/2021	In period costs only	No
30/04/2022	In period costs only	No
31/05/2022	In period costs only	No
30/06/2022	In period costs only	No

31/07/2022	In period costs only	No
31/08/2022	In period costs only	No
30/09/2022	In period costs only	No
31/10/2022	In period costs only	No
30/11/2022	In period costs only	No
31/12/2022	In period costs only	No
31/01/2023	In period costs only	No
28/02/2023	In period costs only	No
31/03/2023	In period costs only	No
30/04/2023	In period costs only	No
31/05/2023	In period costs only	No
30/06/2023	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at *base date* levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the *base date* by 1+PVP for the last assessment of the amount due before that date, for other amounts.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The period after the Contract Date within which the *Contractor* is to Information Execution Plan for acceptance is

[REDACTED]

[REDACTED]

[REDACTED]

OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited [REDACTED]

£1,000,000.00

[REDACTED]

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to [REDACTED]

[REDACTED]

[REDACTED]

The *end of liability date is* 6 Years after the [REDACTED]
Completion of the whole of the *works*

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

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

[REDACTED]

Y(UK)1:Project Bank Account

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

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

term

beneficiary

The provisions of
Y(UK)1

Part Two - Data provided by the Contractor

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

1 General

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is

The working areas are

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 following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

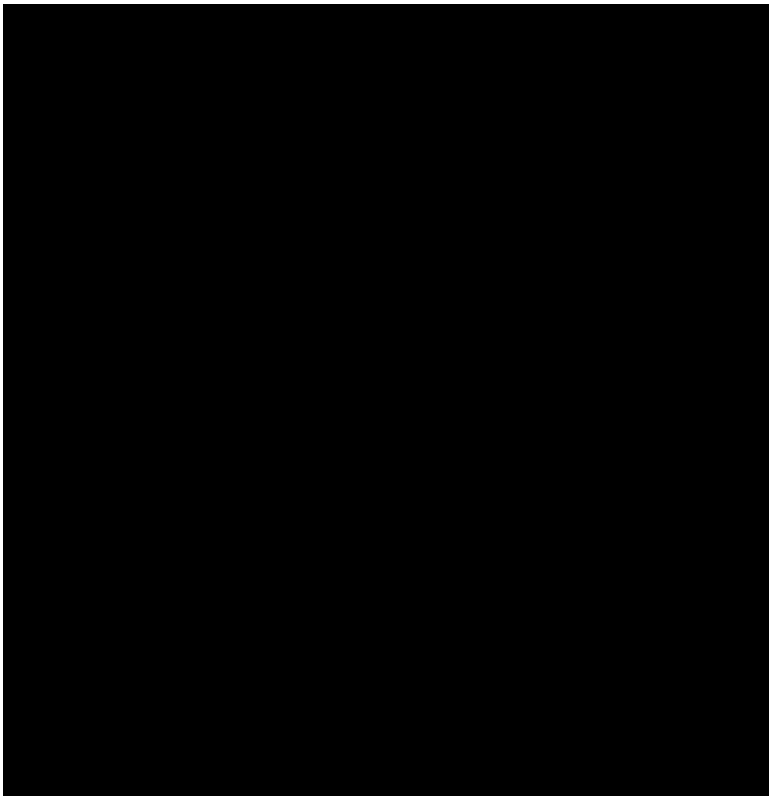
3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is
Defra Target Cost so N/A

Resolving and avoiding disputes



X10: Information Modelling

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

Y(UK)1: Project Bank Account

The *project bank* is

named suppliers are

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Michael Woodhouse

NNR Operations Manager

[Redacted]

Michael Woodhouse

[Redacted]

Chartered Surveyor

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Ian Gerald Phillpot

[Redacted]

[Redacted]

[Redacted]

[Large Redacted Area]

[Redacted]