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

	Collect / Refresh Data	Clear Data	Guidance

Contract Name		Automatically drawn from your contract
Project Name		Manually enter
SOP Project Code		Automatically drawn from your contract (format ENVXXXXXXXX)
Contract Option		Automatically drawn from your contract
Purchase Order Number		This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Contract number		This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area		Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT		Automatically drawn from the dropdown in the contract
FastDraft User(s)		Manually enter
Client Service Manager		The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
Client FastDraft View		Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager		The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)		Insert email address
Consultant FastDraft Application for Payment access		Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Consultant FastDraft View		Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC PM Manager		The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC PM FastDraft View		Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
Supervisor		The ECC Suppervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager		The ECC Suppervisor 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
EA 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		This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)		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		Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Completion date		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?		Automatically drawn from the contract if option X5 has been used
Are additional compensation events used?		Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used

The Contract must be submitted to your Porfolio Assurance and Support
Commercial Services Manager before submission for upload by CSO/BSO.

Incomplete contracts will be returned for proper completion before upload.

1 General

The *Consultant* is

AECOM Infrastructure & Environment UK Limited

Name and address etc. of *Consultant*

▮▮▮	
▮	
▮	

| ▮▮▮▮ | | Email address for communications

Enter email address

| ▮ | | The subcontract *fee percentage* is

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

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
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

| HNL Modelling Package Programme (Appendix A1) | | The programme identified in the Contract Data is;

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

5 Payment

| ENV0002539C_PSC Pricing_AECOM.xlsm | | The *activity schedule* is

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

| ▮▮ | | The tendered total of the Prices is

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
		address Line 5
		address Line 6

Enter postal address

| ▮▮ | | Email address for communications

Enter email address

▮▮		Name (2)

▮▮▮		address Line 1
		address Line 2
		address Line 3
		address Line 4
		address Line 5
		address Line 6

Enter postal 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   X10 is always used

insert details

Rev 1.4.9

Framework: **Mapping & Modelling Framework**
Supplier: **AECOM Infrastructure & Environment UK Limited**
Company Number: **01846493**

Geographical Area: **National**
Project Name: **HNL & Thames Modelling Package**
Project Number: **ENV0002539C**

Contract Type: **Professional Service Contract**
Option: **Option C**

Contract Number: **30154**

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework
CONTRACT DATA

Project Name   HNL & Thames Modelling Package

Project Number   ENV0002539C

This contract is made on   07 September 2020
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 NGSA 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
  Scope document: Eastern Hub Modelling Package 2020/21 ref. ENV0002539C v1 dated 21/07/2020

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

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of Liability

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

Z: *Additional conditions of contract*

The *service* is   *Carry out hydrological and hydraulic model reviews and updates for projects within the Herts and North London Area.*

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
Eastern Hub Modelling Package 2020/21 ref. ENV0002539C v1 dated 21/07/2020

The *language of the contract* is English

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

The period for reply is   2 weeks

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

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than   2 weeks

2 The *Consultant's* main responsibilities

The *key dates* and *conditions* to be met are

conditions to be met	*key date*
'none set'	'none set'
'none set'	'none set'
'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   14 September 2020

The *Client* provides access to the following persons, places and things

access	*access* date
sites to carry out surveys	14 September 2020
data as listed in the Scope	14 September 2020
Asite and FastDraft	14 September 2020

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

The *completion date* for the whole of the *service* is   31 March 2021

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

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

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st 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 *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the service	£ 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 *Consultant)* from or in connection with the *Consultant* 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 *Consultant* 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 required by law in respect of each claim, without limit to the number of claims	For the period required by law
The *Consultant's* total liability to the *Client* 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 *tribunal* is	Litigation in the courts
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

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 are 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 X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *service* are

£107.43   per day

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is   2 Weeks

OPTION X18: Limitation of Liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

£1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£5,000,000.00

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

Rev 1.6.6a

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   AECOM Infrastructure & Environment UK Limited

Address for communications   ██████████ t
                                                   ██████████

Email address   ████████████

The subcontract *fee percentage* is   Option C   ████

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   ███████████

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

5 Payment

The *activity schedule* is
ENV0002539C_PSC Pricing_AECOM.xlsm

The tendered total of the Prices is

███████████

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)   ████████████
Address for communications

                  ███████
                  ██████████████████████t
                  ████████████
                  ██████████
                  ███████

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

Rev 1.6.6a

Contract Execution

Client execution

Signed under hand by   for and on behalf of the Environment Agency

Senior Executive Officer
_____
Signature   Role

Consultant execution

Consultant execution

Signed under hand by   for and on behalf of   M Infrastructure & Environment UK Li

Business Unit Lead - South East and Midlands
_____
Signature   Role