

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

Compulsory	Contract Name
Compulsory	Project Name
Compulsory	SOP Project Code
Compulsory	SOP Task Code
Compulsory	Contract Option
Complete after PO is raised	Purchase Order Number
Complete after Contract is published on Bravo	Contract number
Compulsory	Geographic Area
Compulsory	Delivery Hub / CDT
Compulsory for raising a Requisition for a PO	Project Executive Name
Compulsory for raising a Requisition for a PO	Commercial Lead (DGC or CSM):
	FastDraft User(s) (lines 12 and below?)
PSC Only ; Compulsory	Client Service Manager
PSC Only ; Optional	Client FastDraft View
PSC Only ; Compulsory	Consultant Manager
PSC Only ; Compulsory	Consultant Manager (email address)
PSC Only ; Compulsory	Consultant FastDraft Application for Payment access
PSC Only ; Optional	Consultant FastDraft View
ECC Only ; Compulsory	ECC PM Manager
ECC Only ; Optional	ECC PM FastDraft View
ECC Only ; Optional	Supervisor
ECC Only ; Compulsory	Contractor Contracts Manager

ECC Only ; Compulsory	Contractor Contracts Manager (email address)
ECC Only	Contractor FastDraft Application for Payment access
ECC Only; Optional	Contractor FastDraft View
Compulsory	Framework
CDF & CSF Only	Lot Number
Compulsory	EA Project Manager
Compulsory	Supplier
Compulsory	Contract Value
Compulsory	Stage of delivery
Expected on CDF	Partner contract
Compulsory	Commencement date
Compulsory	Completion date
Optional	Are sectional completion dates used?
Compulsory	Are additional compensation events used?
Compulsory	Defects Period (weeks)
Compulsory	Delay Damages Amount (£) and unit
Compulsory to check	Sectional Delay Damages

The Contract must be submitted to y
Commercial Services Manager before

Incomplete contracts will be returned

Collect / Refresh Data

Clear

Yorkshire and Humber Adaptive Pathways Discovery Phase
Digital Services

Yorkshire and Humber Adaptive Pathways Discovery Phase

[REDACTED]

[REDACTED]

Option A

insert PO number when known

C16004

North East

Yorkshire (YOR)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Not applicable

Not applicable

Not applicable

Not applicable

Not applicable
Not applicable
Not applicable
Collaborative Delivery Framework
Lot 1
Not applicable
Ove Arup & Partners Ltd
£123,574.00
Other
Not applicable
9th March 2023
14 July 2023
No
No

your Portfolio Assurance and Support
 e submission for upload by CSO/BSO.

for proper completion before upload.

Data

Guidance

Automatically drawn from your contract

Manually enter

Align with project name on Procurement Strategy

Automatically drawn from your contract

(format ENVXXXXXXXX)

A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)

Automatically drawn from your contract

(Typically Options would be Option A, C or E)

This can be entered after the contract is formed and uploaded. The CSO/BSO will do this

This number is obtained from Artemis, obtain from your DGC colleague

Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)

Automatically drawn from the dropdown in the contract

Manually enter

Manually enter

Manually enter

The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft

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)

The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft

Insert email address

Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract

Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract

The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft

Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract

The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft

The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft

Insert email address

Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract

Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract

Automatically drawn from the selected Framework in the contract

Click adjacent cell and Use Dropdown:

Lot a / Lot 2

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

Automatically drawn from the selected Supplier in the contract (Company Name)

ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee

Click adjacent cell and Use Dropdown: Selection will be in accordance with the options available for the respective framework

Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation

ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract

ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract

Automatically drawn from the contract if option X5 has been used (Yes / No)

Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used (Yes / No)

Automatically drawn from your contract (Number of weeks)

Automatically drawn from the contract if option X7 has been used (£ per day)

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

Signature Box

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Name

Date

Revision	Date Issued	Notes
1.8.5	13/12/2022	Address updates, Fastdraft reset
1.8.4	31/05/2022	Address updates and minor changes and updates
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

Ove Arup & Partners Ltd

8 Fitzroy Street

London

W1T 4BQ

The *key persons* are

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

[illegible]

3 Time

Not used

5 Payment

£123,574.00

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

X10: Information modelling;

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

the project specific BIM Execution Plan (BEP) and the Master Information Delivery Plan (MIDP), in accordance with the Framework BIM Execution Plan.

Email address for communications

The *fee percentage* is

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The programme identified in the Contract Data is;

The *activity schedule* is

The tendered total of the Prices is

Name (1)

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

Email address for communications

Name (2)

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

Email address for communications

If an *information execution plan* is to be identified in the Contract Data

|

Name and address etc. of *Consultant*

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

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



Framework: Collaborative Delivery Framework
Supplier: Ove Arup & Partners Ltd
Company Number: 01312453

Geographical Area: North East
Project Name: Yorkshire and Humber Adaptive Pathways Discovery Phase I
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: [REDACTED]

Contract Number: C16004

Stage: Other

Revision	Status	Originator	Reviewer	Date
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Yorkshire and Humber Adaptive Pathways Discovery Phase Digital Services

Project Number ENV0004255C

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
Yorkshire and Humber Adaption Pathways Discover Phase Digital Services Scope, version 4.0

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	<div></div>	Option for resolving and avoiding disputes	<div>W2</div>
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Secondary Options

X2: Changes in the law
X9: Transfer of rights
X10: Information modelling
X11: Termination by the *Client*
X18: Limitation of liability
X20: Key Performance Indicators
Y(UK)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 Delivery of digital services as part of the Yorkshire and Humber Adaptive Pathways Discovery Phase, which will involve undertaking research and planning regarding the development of a collaborative tool. The first output is a Discovery Report; summarising research and recommendations for the tool, also informed by work to date on the governance and conceptual adaptation pathway framework. The second output will be a draft user research plan for the remaining phases of the project for the collaboration tool.

The *Client* is Environment Agency

Address for communications Lateral
8 City Walk
Leeds
LS11 9AT

Address for electronic communications

The *Service Manager* is
Address for communications

Address for electronic communications

The Scope is in
Yorkshire and Humber Adaption Pathways Discover Phase Digital Services Scope, version 4.0

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 9th March 2023

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

A Site 9th March 2023

Fast Draft 9th March 2023

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

The *completion date* for the whole of the *service* is 14 July 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 *Client* set total of the Prices is £123,574.00

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

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 COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>		
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service		
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		
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 is limited to		

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is
Address for communications

'to be confirmed'
'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 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.

Z6 The Schedule of Cost Components

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

Z23 Linked contracts

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

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made by the later of

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

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

Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

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

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

The *end of liability* date is [REDACTED] after the Completion of the whole of the *service*

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

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

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

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

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

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

term	<i>beneficiary</i>
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Not used	Not used
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Not used	Not used
----------	----------

Not used	Not used
----------	----------

Not used	Not used
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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

[Redacted]

Address for communications

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
The fee percentage is

[Redacted]

[Redacted]

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Name (2)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Name (3)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Name (4)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Name (5)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Name (6)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Name (7)

[Redacted]

Job
Responsibilities
Qualifications
Experience

[REDACTED]

The following matters will be included in the Early Warning Register

[REDACTED]

3 Time

[REDACTED]

5 Payment

The *activity schedule* is [REDACTED]

Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

[REDACTED]

[REDACTED]

The *information execution plan* identified
in the Contract Data is
the project specific BIM Execution Plan (BEP) and the Master Inform

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Name]

Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of Ove Arup & Partners Ltd

[Redacted Signature]

Signature

Date

[Redacted Name]

Role