

## 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**

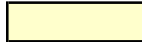
1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

## **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

Collect / Refresh Data

Clear Data

Guidance

Contract Name	Pevensey and Eastbourne Coastal Management Scheme	Automatically drawn from your contract
Project Name	insert details	Manually enter
SOP Project Code	ENV0002750C	Automatically drawn from your contract (format ENVXXXXXXX)
Contract Option	Option E	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	South East	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT	Solent and South Downs (SSD)	Automatically drawn from the dropdown in the contract
FastDraft User(s)	insert names of people managing the contract	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	insert details	Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager	insert details	The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)	insert details	Insert email address
Consultant FastDraft Application for Payment access	insert names of people uploading / accessing AFP's	Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Consultant FastDraft View	insert details	Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
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 PM FastDraft View	Not applicable	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
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
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
Contractor Contracts Manager (email address)	Not applicable	Insert email address
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
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
Framework	Collaborative Delivery Framework	Automatically drawn from the selected Framework in the contract
Lot Number	Lot 1	Click adjacent cell and Use Dropdown: Lot a / Lot 2
EA Project Manager	Not applicable	Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Supplier	Jeremy Benn Associates Ltd	Automatically drawn from the selected Supplier in the contract
Supplier Project Manager	Not applicable	This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)	Not applicable	Insert email address
Contract Value	£0.00	<b>ESSENTIAL FIELD:</b> Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Stage of delivery	Pre SOC	Click adjacent cell and Use Dropdown: (Pre SOC; SOC-OBC; OBC-FBC; Construction, Other)
Partner contract	Not Used	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date	29th June 2020	<b>ESSENTIAL FIELD:</b> Automatically drawn - must be the date included in the signed contract
Completion date	31st March 2021	<b>ESSENTIAL FIELD:</b> 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.**





<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Jeremy Benn Associates Ltd</b>
<b>Company Number:</b>	<b>03246693</b>
<b>Geographical Area:</b>	<b>South East</b>
<b>Project Name:</b>	<b>Pevensey and Eastbourne Coastal Management Scheme</b>
<b>Project Number:</b>	<b>ENV0002750C</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	<b>29473</b>

Revision	Status	Originator	Reviewer	Date

## PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

**Project Name** Pevensey and Eastbourne Coastal Management Scheme

**Project Number** ENV0002750C

This contract is made on 22 June 2020  
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  
PSC Scope - Pevensey and Eastbourne Coastal Management Scheme 120620 v1.10 Final

### 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 E	Option for resolving and avoiding disputes	W2
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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 To develop an outline of an economic and technically viable scheme to manage the coastal flood risk along the Pevensey and Eastbourne frontages to obtain SOC approval.

The *Client* is [REDACTED]

Address for communications Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]  
Address for communications Environment Agency  
Guildbourne House  
Chatsworth Road  
Worthing  
BN11 1LD

Address for electronic communications [REDACTED]

The *Scope* is in  
PSC Scope - Pevensey and Eastbourne Coastal Management Scheme 120620 v1.10 Final

The *partner contract* is  
Not Used

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

Not Used  
Not Used  
Not Used  
Not Used

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  
Not Used  
Not Used  
Not Used  
*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 29th June 2020

The *Client* provides access to the following persons, places and things  
access  
Modelling Reports  
Fastdraft  
Asite  
SSD Viability Assessment  
*access date*  
29th June 2020  
29th June 2020  
29th June 2020  
29th June 2020

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

The *completion date* for the whole of the *service* is 31st 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

## 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance w
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
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The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	12 years after Completion
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	<b>£15,000,000</b> in respect of each claim, without limit to the number of claims	12 years after Completion
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	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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	<b>£6,000,000</b>	

## 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.

### Z3 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:

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

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

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

### 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 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

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*

### 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 *beneficiary*

Not Used

Not Used

Not Used

Not Used

## 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

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option E

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

Project Manager

Responsibilities

Project Management

Qualifications

CEng MICE

Experience

>20 years

Name (2)

[REDACTED]

Job

Project Manager

Responsibilities

Project Management

Qualifications

BEng (Hons)

Experience

20 years

Name (3)

[REDACTED]

Job

Coastal and Environmental Specialist

Responsibilities

Environmental technical specialist

Qualifications

BA PhD Cenv MIEEM

Experience

>20 years

Name (4)

[REDACTED]

Job

Appraisal Lead

Responsibilities

Leads development of the SOC

Qualifications

Meng

Experience

>10 years

Name (5)

[REDACTED]

Job

Environmental coordinator

Responsibilities

Manages environmental deliverables for the SOC

Qualifications

BSc PhD

Experience

>17 years

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

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

### 3 Time

The programme identified in the Contract Data is  
To be submitted within 4 weeks of the Contract Date

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications  
JBA Consulting  
2nd Floor Worldwide House  
Thorpe Wood  
Peterborough  
PE3 6SB

Address for electronic communications  
[REDACTED]

Name (2)  
Address for communications

Address for electronic communications

### X10: Information Modelling

The *information execution plan* identified  
in the Contract Data is  
To be submitted within 2 weeks of the Contract Date.

Contract Execution

Client execution

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

[Redacted Signature]

Senior Category Officer

Signature

Role

Consultant execution

Consultant execution

Signed under hand by for and on behalf of Jeremy Benn Associates Ltd

[Redacted Signature]

Associate Director

Signature

Role