

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	EAM6 - Relative importance of hydrological uncertainties within the flood modelling chain.	Automatically drawn from your contract
Project Name	EAM6 - Relative importance of hydrological uncertainties within the flood modelling chain.	Manually enter
SOP Project Code		Automatically drawn from your contract (format ENVXXXXXXX)
Contract Option	Option A	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		This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area	National	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT	Wessex (WSX)	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	Insert details	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	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	Mapping & Modelling 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	Not applicable	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	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		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	Other	Click adjacent cell and Use Dropdown (Pre SOC; SOC-OBC; OBC-FBC; Construction, Other)
Partner contract	Not applicable	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date	29 September 2021	ESSENTIAL FIELD Automatically drawn - must be the date included in the signed contract
Completion date	28th February 2022	ESSENTIAL FIELD Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?	Yes	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.

1 General

The *Consultant* is

Name and address etc. of *Consultant*

Email address for communications

The subcontract *fee percentage* is

Enter email address

Insert the M&M framework subcontract tendered *fee percentage*

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

Name the *key persons* to be working on the contract

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

See Appendix A1 of the proposal

The programme identified in the Contract Data is;

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

5 Payment

See Appendix A3 of the proposal

The *activity schedule* is

£67,663.51

The tendered total of the Prices is

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

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

address Line 1

address Line 2

address Line 3

address Line 4

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

Enter postal address

Enter email address

Enter postal address

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



Framework:	Mapping & Modelling Framework
Supplier:	
Company Number:	
Geographical Area:	
Project Name:	EAM6 - Relative importance of hydrological uncertainties within the flood modelling chain.
Project Number:	ENV0003683C
Contract Type:	Professional Service Contract
Option:	Option A
Contract Number:	

Revision	Status	Originator	Reviewer	Date

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

Project Name EAM6 - Relative importance of hydrological uncertainties within the flood modelling chain.

Project Number ENV0003683C

This contract is made on 29 September 2021
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
EAM6 - Relative importance of hydrological uncertainties within the modelling chain

**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 A	Option for resolving and avoiding disputes	W2
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Secondary Options

X2: Changes in the law

X5: Sectional Completion

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

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

Z: *Additional conditions of contract*

The service is

1. Assess the relative importance of hydrological uncertainty within flood studies and put it into context within the whole flood modelling chain.
2. Identify the different sources of hydrological uncertainty, assess their relative importance in different catchment/ study types and examine any interactions between them. Make recommendations as to where we should best focus our efforts to reduce hydrological uncertainty in the future, either through further research or identifying any quick wins.

All four main sources of inland flooding will be considered (fluvial, reservoir, groundwater and surface water/ sewers).
We envisage this will be carried out via a literature review and a series of high profile case studies to investigate key uncertainties/ site specific situations in more depth but would welcome innovative thought from the contractors.

The *Client* is Environment Agency

Address for communications

██████████
██████████
██████
██████

Address for electronic communications

██

The *Service Manager* is

██████████

Address for communications

Environment Agency

██████████
██████████
██████████
██████

Address for electronic communications

██

The Scope is in
EAM6 - Relative importance of hydrological uncertainties within the modelling chain

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

<i>conditions</i> to be met	<i>key date</i>
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 29 September 2021

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

access	access date
Not used	Not used
Not used	Not used
Not used	Not used
Not used	Not used
Not used	Not used

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

The *completion date* for the whole of the *service* is 28th February 2022

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 2 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

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in acc
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£ 5 Million in respect of each claim, without limit to the number of claims	12 Years
Loss of or damage to	£ 5 Million	12 Months

property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) from or in connection with the <i>Consultant</i> Providing the Service	in respect of each claim, without limit to the number of claims	
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters limited to		£ 5 Million

Resolving and avoiding disputes

The <i>tribunal</i> is	Litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replaced by:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

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

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

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

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

Z6 The Schedule of Cost Components

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

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and

If a certified payment is late, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Secondary Options

OPTION X2: Changes in the law

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

OPTION X5: Sectional Completion

The *completion date* for each *section* of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Full Business Case deliverables	31st November 2021
2	Contract Completion	28th February 2022

X7 plus X5

Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	
1	Full Business Case deliverables	[REDACTED]
2	Contract Completion	[REDACTED]

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

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

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

Address for communications

Email address

The subcontract *fee percentage* is

Option A

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 *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
See Appendix A3 of the proposal

The tendered total of the Prices is
£67,663.51

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications [redacted]
[redacted]

Address for electronic communications
[redacted]

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

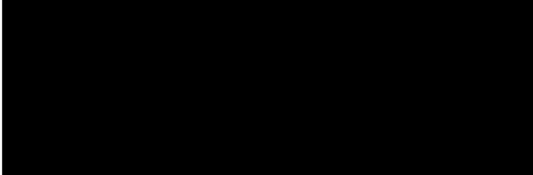
Address for electronic communications
[redacted]

X10: Information Modelling

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

Client execution

Si 

Signature

for and on behalf of the Environment Agency

Project Manager

Role

Consultant execution

Consultant execution

Signed under hand by Andrew Gubbin



for and on behalf of Jeremy Benn Associates Limited

Director

Role