



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2023)

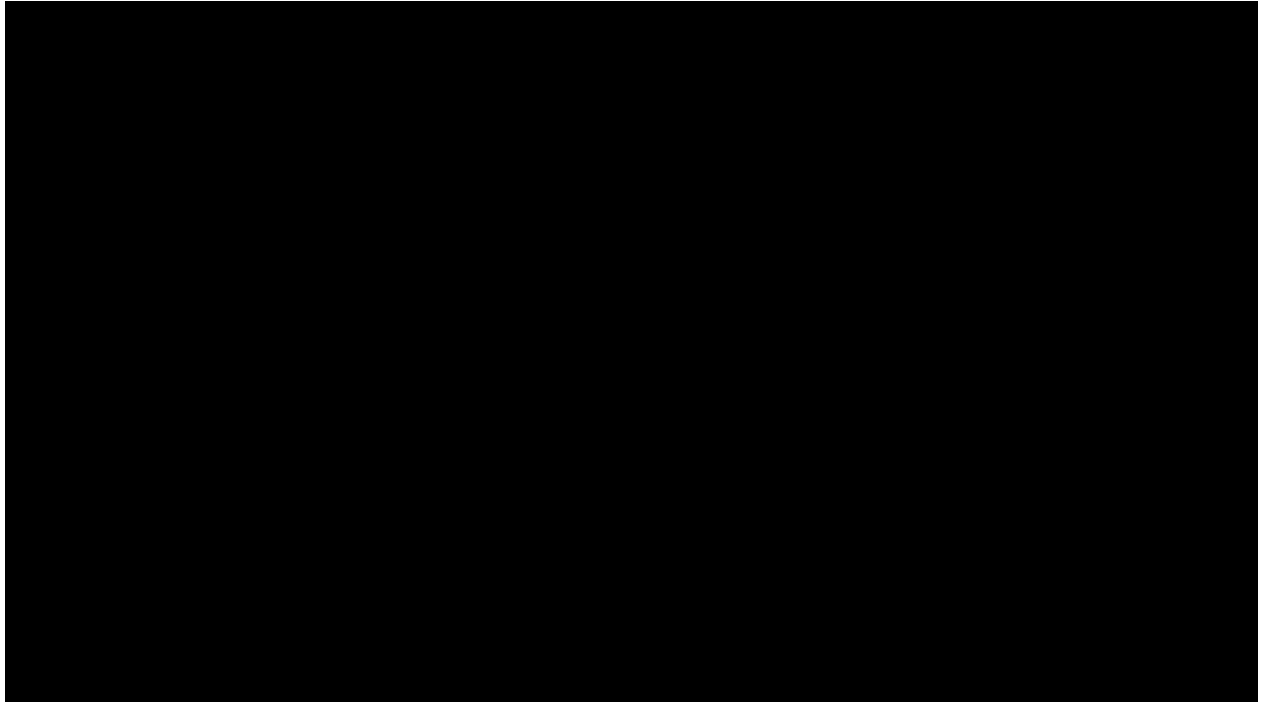
Contract Execution

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and WSP Binnies for Inland Forecast Model Improvements - Yarrow (the *service*).

The *Consultant* offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The *Consultant* was appointed to the 2024 Mapping and Modelling Framework and executed the framework agreement



Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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

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 (with amendments January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

X2 Changes in the Law
X10 Information Modelling
X11 Termination by the *Client*
X18 Limitation of Liability
Y(UK)2 The Housing Grants Construction and Regeneration Act 1996
Y(UK)3 The Contracts (Rights of Third Parties) act 1999

additional conditions of contract
Z1 Disputes
Z2 Prevention
Z3 Disallowable Costs
Z6 The Schedule of Cost Components
Z24 Requirements for invoice
Z125 Limitation of Liability
Z130 Rate Adjustment

The *service* is

The *service* is to deliver the identified improvements required for the flood forecasting models within the Yarrow sub-basin. The *Consultant* shall provide the *service* in accordance with the technical requirements specified within the Inland Forecast Model Improvements Technical Scope - Yarrow.

The overall aim of the *service* is for the *Consultant* to complete Real-Time Flood Forecasting Model Development Guidance (RTMDG) Stage 1 inception tasks for all models and risk locations in the Yarrow sub-basin. Based on these findings, the *Consultant* shall collaborate with the *Client* to make "Go/No-Go" decisions regarding progression to Stage 2 and Stage 3 modelling tasks.

The *Client* is

Name	<input type="text" value="Environment Agency"/>
Address for communications	<input type="text" value="Horizon House
Deanery Road
Bristol
BS1 5AH"/>
Address for electronic communications	<input type="text" value="enquiries@environment-agency.gov.uk"/>

The *Service Manager* is

Name

Address for communications

Address for electronic communications



The Scope is in

[add]PSC Scope for Inland Forecast Model
Improvements – Yarrow

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

except that

• The *period for reply* for

n/a

is

n/a

• The *period for reply* for

n/a

is

n/a

The *period for retention* is

6

year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

[add]

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

2 weeks

2 The Consultant’s main responsibilities

If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates and conditions</i> to be met are	
	<i>condition</i> to be met	<i>key date</i>
	(1) Not used	
	(2) Not Used	
	(3) Not Used	

If Option C or E is used

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

16 December 2024

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

	access	access date
(1)	[add]	
(2)		
(3)		

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

If the *Client* has decided the *completion date* for the whole of the *service* The *completion date* for the whole of the *service* is 2 September 2025

If no programme is identified in part two of the Contract Data 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, if not previously provided by the *Consultant*

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

If the <i>Client</i> states any expenses	The expenses stated by the <i>Client</i> are	
	item	amount

The *interest rate* is 2 % per annum (not less than 2) above the Base rate of the Bank of England bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used The period within which payments are made is 1 Month

~~If Option C or E is used and the *Client* states any locations~~ ~~The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are~~ N/A

If Option C or E is used

The *exchange rates* are those published in

Financial Times

on (date)**6 Compensation events**

If there are additional

These are additional compensation events

8 Liabilities and insuranceIf there are additional
*Client's liabilities*These are additional *Client's* liabilities(1) (2) (3) 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 SERVICE 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>	<input type="text" value="£2 million"/> in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
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	<input type="text" value="whichever is greater or £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant's* total liability to the *Client* for all matters

arising under or in connection with the contract, other than
the excluded matters is limited to

£2 million

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration The *arbitration procedure* is

to be confirmed

The place where arbitration
is to be held is

to be confirmed

The person or organisation who will choose an arbitrator if the Parties cannot agree a
choice or if the *arbitration procedure* does not state who selects an arbitrator is

to be confirmed

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

to be confirmed

Address for communications

to be confirmed

Address for electronic communications

to be confirmed

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used

The *law of the project* is

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

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of

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

4 weeks

X11: Termination by the *Client*

X18: Limitation of liability

If Option X18 is used

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

£2 million

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

£2 million

The *end of liability date* is

6

years after the Completion of the whole of the *service*



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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

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

If Option Y(UK)3 is used	term	<i>beneficiary</i>
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	<i>beneficiary</i>
	<div>The provisions of Options Y(UK)1</div>	<div>Named Suppliers</div>

Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

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 replace with:

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 Option C & E contracts only

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

Amend Clause 11.2 (17)

Defined Cost is the cost of the components in the Short Schedule of Cost Components as amended in the Framework Schedule 2 less Disallowed Cost.

Add clause 11.2 (19)

The People Rates are the *people rates* unless later changed in accordance with the contract.

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* Assessment..

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

Z125 Limitation of Liability (only use if X18 limitation is reduced)

Under clause 87.1 after the fourth bullet point insert the additional bullet points:

- loss of or damage to the *Client's* property, to the sum that the *Consultant* is required to insure under the contract in respect of such loss or damage,
- death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection

with the contract, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.

Z 130 Rate adjustment

Z130.1 The outstanding portion of Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate Staff Grade Rate Cap adjustment.

Z130.2 The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

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 WSP Binnies

Address for communications WSP Binnies, 60, High Street, Redhill, Surrey, RH11SH

Address for electronic communications

The *fee percentage* is 1 %

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience
Name (2)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

N/A

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

N/A

5 Payment

If the *Consultant* states expenses

The *expenses* stated by the *Consultant* are any

item	amount

If Option E is used

The forecast of the prices is

65,790.80

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

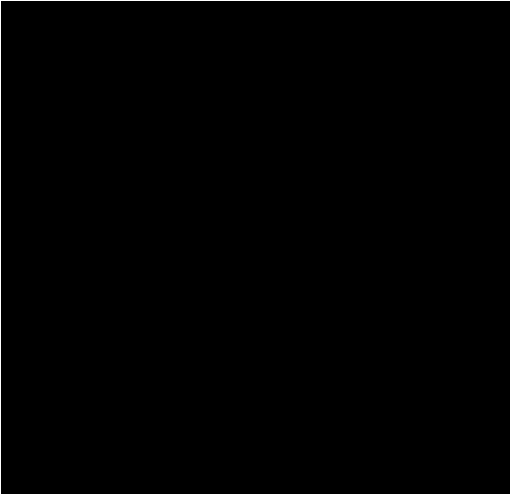
Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications



X10: Information modelling

If Option X10 is used

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

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

N/A

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

N/A

named suppliers are

N/A

Data for the Short Schedule of Cost Components

The *people rates* are

