



Professional Service Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Template version history

V 1	As per bidder pack (was V4 in bidder pack)	Go live
V 2	Updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules: Z3 updated to be the version for Option A, Z24 terminology updated, Z130 removed	June 2024
V2.1	Updates to Section 8 liability and insurance. Z125 Mandated	Dec 2024 (this document)

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 Kent Catchment Opportunity Mapping (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

Executed under hand . . .

by

for and on behalf of the Environment Agency (*Client*)

Signed by WSP UK Limited by its attorney:

Signed by Binnies UK Limited by:

Under the power of attorney dated 02/02/2024

Title: Director of Consultancy Services

22 January 2025

WSP UK Limited acting by its attorney

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

A

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law
 X11 Termination by the Client
 X18 Limitation of Liability
 Y(UK)2, The Housing Grants Construction and Regeneration Act 1996

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

The service is

To carry out a feasibility study to identify river restoration opportunities and suggest further appropriate measures

The Client is

Name

Environment Agency

Address for communications

Horizon House
 Deanery Road
 Bristol
 BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The Service Manager is

Name

[REDACTED]

Address for communications

Richard Fairclough House
 Knutsford Rd
 Warrington
 WA4 1HT

Address for electronic communications

[REDACTED]

The Scope is in

Atamis, titled, "MMF_NEC4
PSC_Scope_Kent_Catchment_Opportunity_Mapping
"

The <i>language of the contract</i> is	<div>English</div>		
The <i>law of the contract</i> is the law of	<div>England and Wales, subject to the jurisdiction of the courts of England and Wales</div>		
The <i>period for reply</i> is	<div>2 weeks</div>	except that	
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>

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</i> and <i>conditions</i> to be met are	
	<i>condition to be met</i>	<i>key date</i>
	(1) <div>Not used</div>	<div></div>
	(2) <div>Not used</div>	<div></div>
	(3) <div>Not used</div>	<div></div>

If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	<div>4 weeks</div>
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If Option C or E is used	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	<div>Not applicable</div>
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3 Time

The <i>starting date</i> is	<div>23/01/25</div>
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The *Client* provides access to the following persons, places and things

access	access date
(1) Kendal FRMS Flood Hub office	10/01/2025
(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 24/03/2025

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 *Client* states any expenses

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 3 weeks

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

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

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 SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	<div>Whichever is greater of £2 million or the amount required by law</div> <div>in respect of each claim, without limit to the number of claims</div>	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 Consultant) arising from or in connection with the Consultant Providing the Service	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	12 months
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	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

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 £350,000

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)	<div></div>
Address for communications	Alchemy House Bessemer Road Welwyn Garden City Hertfordshire AL7 1 HE
Address for electronic communications	<div></div>
Name (2)	<div></div>
Address for communications	Lateral 8 City Walk Leeds West Yorkshire LS11 9AT
Address for electronic communications	<div></div>

The *Adjudicator* is

Name	to be confirmed
Address for communications	to be confirmed
Address for electronic communications	to be confirmed
The <i>Adjudicator nominating body</i> 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

X5: Sectional Completion

If Option X5 is used

The completion date for each section of the service is

section	description	completion date
(1)	[add or state not used]	
(2)		
(3)		
(4)		

X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the service are

[add here if not using X5]

per day

If Option X7 is used with Option X5

Delay damages for each section of the service are

section	description	amount per day
(1)	[add here if not using X5]	
(2)		
(3)		
(4)		
The delay damages for the remainder of the service are		

X8: Undertakings to Others

If Option X8 is used

The undertakings to Others are provided to

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

[add]

X11: Termination by the Client

X13: Performance bond

If Option X13 is used

The amount of the performance bond is

-{add}-

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)1: Project Bank Account

~~Charges made and interest~~ The Consultant ~~is / is not~~ to pay any charges made and to be paid any interest paid by the paid by the project bank ~~project bank (Delete as applicable)~~

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 beneficiary

No terms	No beneficiary
-	-
-	-
-	-

If Y(UK)3 is used with term beneficiary

~~Y(UK)1 the following entry is added to the table for Y(UK)3~~

The provisions of Options Y(UK)1	Named Suppliers
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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,
- Ionizing 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 A contracts only

Add sub-bullets to clause 60.1(1) second bullet, second sub-bullet:

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality
- 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 Short Schedule of Cost Components are as amended in the Framework Schedule 2

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 Service Manager 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

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.

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 RH1 1SH
Address for electronic communications	

The fee percentage is

The key persons are

Name (1)	
Job	Technical Director
Responsibilities	Supplier Project Director
Qualifications	BSc MSc C.WEM CEnv CSci CGeog
Experience	16 years
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
Field study travel expenses	3,030
Hydrology data purchase	1,515

If Option A or C is used

The activity schedule is

2024UK344405_Kent Catchment Proposal_V1.0.pdf

The tendered total of the Prices is

£68,028 (ex VAT)

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)	
Address for communications	WSP Binnies 70 Chancery Lane London WC2A 1AF
Address for electronic communications	
Name (2)	
Address for communications	WSP Binnies 60 High Street Redhill Surrey RH1 1SH
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 (used only with Option A)

The *people rates* are

category of person (grade1-5)	Unit (hours)	Rate (Staff Grade Rate Cap £/hr)	Contract Rate Variance (≤1)	Contract <i>people</i> rate (£/hr)
			1	
			1	