



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 template
V 2	Updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules: Z24 terminology updated	June 24
V 2.1	Updates to Liabilities and Insurance in Section 8 and mandated Z125	Dec 24
V 2.2	Updates to X18 and guidance notes for Y(UK)2	Jan 25
V 2.3	Liability guidance notes updated re Section 8 CD Pt1 and X18	Feb 25

Contract Execution

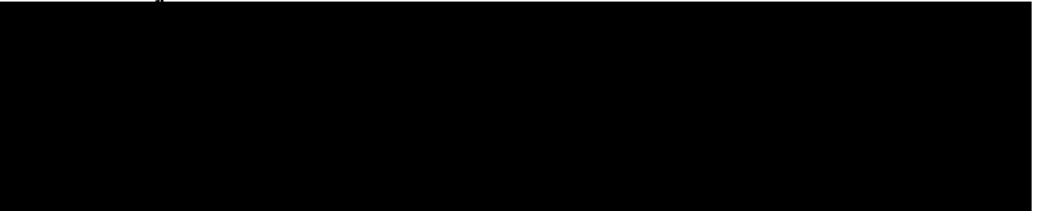
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

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 Programme – River Colne & Kennet (Upper Colne, Lower Colne and Kennet) Stage 1 Inception (the *service*).

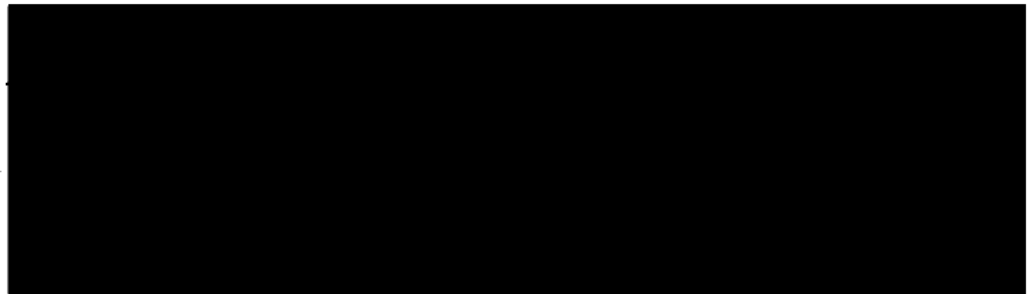
The *Consultant* offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

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

Executed under hand



For and behalf of the Environment Agency (*Client*)



WSP Binnies Limited acting by its attorney

For and on behalf of WSP Binnies (*Consultant*)

Contract Data

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

E

Option for resolving and avoiding disputes

W2

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 Requirement for invoice
 Z125 Limitation of Liability
 Z130 Rate Adjustment

The *service* is

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 Upper Colne, Lower Colne and Kennet sub-basins.

Based on these findings, the *Consultant* shall collaborate with the *Client* to make a "Go/No-Go" decision on whether Stage 2 and Stage 3 modelling tasks (as outlined in a technical programme of works to be produced for each sub-basin) should proceed in a future delivery stage project, or if there is a requirement for a data improvement phase (underpinned by an accepted data improvement plan to be produced for each sub-basin).

The *Consultant* shall follow the logical process outlined in the Inland Forecast Model Improvements Programme Technical Scopes "Upper Colne", "Lower Colne" and "Kennet" and deliver these modelling and modelling related activities to the standards specified therein accordingly.

The *Client* is

Name

Address for communications

Address for electronic communication

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The Scope is in

PSC Scope for Inland Forecast Model Improvements Programme – River Colne & Kennet (Upper Colne, Lower Colne and Kennet) Stage 1 Inception

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 Client has identified work which is set to meet a stated condition by a key date

The key dates and conditions to be met are

	condition to be met	key date
(1)	Not used	
(2)	Not Used	
(3)	Not Used	

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

3 Time

The *starting date* is 21 July 2025

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

access	access date
(1) All required access to appropriate persons, places and things to be provided	From the <i>starting date</i>
(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 31 December 2025
The Parties can agree to extend the Completion Date by up to 6 months

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

The expenses stated by the *Client* 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

~~If Option C or E is used and the Client states any locations~~

The period within which payments are made is

3 weeks

~~The locations for which the Consultant provides a charge for the cost of support people and office overhead are~~

N/A

Option C or E is used

The *exchange rates* are those published in

Financial Times

on

a monthly
occurrence

(date)

6 Compensation events

If there are additional

These are additional compensation events

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 <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<p>Whichever is greater of £2 million or the amount required by law</p> <p>In respect of each claim, without limit to the number of claims</p>	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 <i>Service</i>	<p>Whichever is greater of £5 million or the amount required by law</p> <p>In respect of each event, without limit to the number of events</p>	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	<p>Whichever is greater of £5 million or the amount required by law</p> <p>In respect of each event, without limit to the number of events</p>	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

n/a

n/a

n/a

n/a

n/a

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

£2 million

Resolving and avoiding disputes

The *tribunal* is

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

The place where arbitration
is to be held is

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

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

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

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	beneficiary
	No terms under this contract	No beneficiary under this contract

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

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

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.

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

Address for electronic communications

The fee percentage is

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

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
	<div></div>	<div></div>
	<div></div>	<div></div>

If Option E is used The forecast of the prices is

£58,867.04

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)	<div></div>
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

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