



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

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 UK Limited for Reservoir Panel Engineers (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 framework and executed the framework agreement (with reference number RM6165).

Executed under hand

by [redacted] 31st May 2024
Ops Manager, Wessex West
.....(Client)

[redacted]

(Named Suppliers)
Signed by **WSP UK Limited** by its attorney

[redacted]

Under a power of attorney dated ...2 February 2024.....

WSP UK Limited acting by its attorney ..

[redacted]

24 May 2024
Date

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

The service is

The Client is

Name

Address for communications

Address for electronic communications

The Service Manager is

Name

Address for communications

Address for electronic communications

The Scope is in

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

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></div>	<div></div>
	(2) <div></div>	<div></div>
	(3) <div></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>4 weeks</div>
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3 Time

The *starting date* is

01/06/2024

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

access	access date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

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

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

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 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

The period between Completion of the whole of the *service* and the *defects date* is

5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any expenses

The <i>expenses</i> stated by the <i>Client</i> are	
item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

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

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than <input type="text" value="80"/> %	<input type="text" value="0 – below this threshold any further savings are allocated 100% to the Client"/> %
from <input type="text" value="80"/> % to <input type="text" value="120"/> %	<input type="text" value="50"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than <input type="text" value="120"/> %	<input type="text" value="0"/> %

If Option C or E is used

The *exchange rates* are those published inon (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)
- (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="£5 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 of £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	n/a
Minimum amount of cover is	n/a
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

£5 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

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

X5: Sectional Completion

If Option X5 is used

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

section	description	completion date
(1)		
(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

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)		
(2)		
(3)		
(4)		
The delay damages for the remainder of the <i>service</i> are		

X8: Undertakings to Others

If Option X8 is used

The *undertakings to Others* are provided to

X9: Transfer of Intellectual Property Rights

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

2 weeks

X11: Termination by the Client

X13: Performance bond

If Option X13 is used

The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used

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

£5 million

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

£5 million

The *end of liability date* is

6

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

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of

months

~~Y(UK)1: Project Bank Account~~

Charges made and interest the paid by the *project bank* The *Consultant* is / is not to pay any charges made and to be paid any interest paid by *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 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
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

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

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.

Z4 Share on Termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share.

Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant*;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

Z6 The Schedule of Cost Components

The rates and costs in this contract shall be compliant with CCS CPS framework (RM6165) (including Schedule 11 Framework Prices).

Z7 Linked contracts

~~Issues requiring redesign or rework on this contract due to a fault or error of the Consultant under this contract or a previous contract 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.~~

Z8 Requirement for Invoice

Insert the following sentence at 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 insert the following:

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.

Z9 Conflict of Interest

The Consultant immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The Consultant shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a Consultant Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the Consultant within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the *Client's* prior written acceptance was granted prior to the Change in Control.

Change of control is defined as a change in a company's ownership or management that results in the decision-making capacity of that entity being exercised by a different group of shareholders and/or directors. This commonly occurs through mergers, consolidations or acquisitions resulting in a change in the ownership of more than 50% of the company's issued voting shares and/or a significant change in the composition of the company's board of directors.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the *Service Manager* in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

~~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 Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled **People** and replace with:

People

1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

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 UK Limited
Address for communications	WSP House, 70 Chancery Lane, London, WC2A 1AF
Address for electronic communications	

The fee percentage is 0 %

The key persons are

	Reservoir Engineer
	Mechanical Engineer
	Civil Engineer
	Civil Engineer
	Reservoir Engineer (Main)
	Reservoir Engineer
	Reservoir Engineer
	Mechanical Engineer
	Mechanical Engineer
	Mechanical Engineer
Civil Engineer	

The following matters will be included in the Early Warning Register

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2 The Consultant’s main responsibilities

If the Consultant is to provide Scope

The Scope provided by the Consultant is in

5 Payment

If the Consultant states expenses

The expenses stated by the Consultant are any

item	amount

If Option A or C is used

The activity schedule is

If Option E is used

The forecast of the prices is

£112,417.22

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)	
Address for communications	WSP House, 70 Chancery Lane, London, WC2A 1AF
Address for electronic communications	
Name (2)	
Address for communications	WSP House, 70 Chancery Lane, London, WC2A 1AF
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

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components (used only with Options C or E)

The *overhead percentages* for the cost of support people and office overhead are

location	overhead percentage
	%

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

Category of person (Name, CCS Grade and discipline)	Unit	Rate

As per the fee schedule '03 CCS WSP CALCULATION TEMPLATE_V1_SW Hub Operational Reservoirs Services_150424.PDF'

South West Hub:

Operational Reservoir Services Scope



January 2024 v1.1

1. Introduction

- The Environment Agency is the Undertaker for a number of flood storage reservoirs in the two South West Areas - Wessex (WSX) and in Devon, Cornwall and the Isles of Scilly (DCS). Within this Scope the Environment Agency is variously referred to as the EA, the *Client* and the Undertaker.
- Within Wessex, there are 19 reservoirs which currently fall under the Statutory Regulation of the Reservoirs Act 1975 (RA 1975). Of these 19 reservoirs, there are currently 14 reservoirs classified as “HIGH RISK”, with another 5 classified as “NOT HIGH RISK”. There are a further 3 reservoirs, that do not fall under the Reservoirs Act, but are managed as though they do, as we consider this to be Best Practice for the management of this type of asset.
- Within Devon, Cornwall and the Isles of Scilly, there are 7 reservoirs which currently fall under the Statutory Regulation of the Reservoirs Act 1975 (RA 1975). All of these 7 reservoirs are classified as “HIGH RISK”. There are a further 2 reservoirs, that do not fall under the Reservoirs Act, but are managed as though they do, as we consider this to be Best Practice for the management of this type of asset.
- The Environment Agency is also the enforcement authority for the Reservoirs Act 1975 in England and Wales.
- As the organisation is both an Undertaker and the regulator it is essential that our operational teams manage the reservoirs under their control in full compliance with the RA 1975 at all times. We must fully comply with all the requirements for the appointment of Supervising Engineers (SE), Inspecting Engineers (IE), Qualified Civil Engineers (QCE) or Construction Engineers (CE), and follow their recommendations or advice fully. It is also essential that the proper surveillance regime is in place at all times, and that we are able to access the advice and services of our appointed Engineers at all times.
- The Environment Agency has a small number of Supervising Engineers, directly employed, and they will continue in their appointments. Only the reservoirs indicated in the table will require appointments at this time. Our in house Supervising Engineers may need to liaise with any of the external Reservoir Panel Engineer, at any time with regard to their own supervised sites.
-

2. General Requirements

Scope of the service

- The Scope is to provide the following service for all reservoirs listed in Table 1:
- Supervising Engineers appointments and services;
- Inspecting Engineers appointments and services;
- QCE engagement and services;
- Construction Engineer appointments and services (if QCE identifies one is required).
- In addition to the provision of these roles the *Consultant*, via these individuals, may also be required to provide :

- Advice on Non Statutory Reservoirs as appropriate;
- Advice on adequacy of On-Site Plans;
- Area Support for Reservoir Act Enforcement;
- Training and mentoring for EA in-house development;
- Review of any revised reservoir categorisation as necessary;
- Review of and agreement of delivery time frames for MIOS items;
- Review of schemes being delivered as part of MIOS identified items. This will include review of drawings, attendance to design development meetings and overview of investigative stages, and if required review and sign-off off on site works;
- Any other reservoir related services as required.
-
- **Essential Requirements**
- The EA reserve the right to transfer supervising engineer duties to in house supervising engineers for any reservoir as and when trained EA staff are appointed by the Secretary of the State.
- The EA reserve the right to increase the number of reservoirs under this contract, either being transferred from internal Supervising Engineers, or because legislation or EA requirements indicate additional sites are required to be registered under the Act.
- Cover for Supervising Engineers shall be 24 hours a day, 365 days a year. It is important that a continuous provision of service by a named SE is provided per reservoir site to enable reservoir changes to be picked up.
- Flexibility to accommodate the *Client's* need to add or remove reservoirs from the Scope.
- The *Consultant* is required to identify, from the list of *Client* appointed supervising and construction engineers, an appropriate replacement to cover for temporary availability issues due to illness, leave or other commitments. The *Client* will then employ them via their own contract.
- The *Client* will determine the programme of SE visits and IE inspections and will provide the programme to the *Consultant*.
- The *Consultant* will provide appropriate project management to include monthly invoicing and spend forecast.
-

3. Specific Requirements

Supervising Engineer (SE)

Objective To undertake the duties as described in the Reservoirs Act 1975.
To assist the Undertaker in complying with the provisions of the Reservoirs Act 1975.

Scope of the appointment The Reservoirs Act 1975 requires that the Supervising Engineer is available 'at all times'.

The Scope of the appointment is covered by the Reservoirs Act 1975 as it relates to the duties of the Supervising Engineer. In fulfilling the duties therein, the Supervising Engineer may be involved in inter alia:

- **site visits;**
- **production/issue of the statement within 6 weeks of the site visit;**
- **recording information, that is water levels, bank levels;**
- **monitoring reservoir condition, leakage's, settlements;**
- **maintain entries in the prescribed form of record book as appropriate;**
- **photographic records provided to the *Client*;**
- **work with the undertaker's representatives as appropriate;**
- **work with the enforcement authority and other *Client* employed engineers;**
- **check that the reservoir flood plan is up to date;**
- **assist the *Client* in training staff to ensure they are fully aware of their role in operating the asset**
- **Format of the Statement shall be to the latest EA format, or as agreed with the *Client***

The Supervising Engineer shall produce the statement required under section 12(2) of the Act. The supervising engineer may be required to produce an interim statement.

Site visits

The Supervising Engineer is expected to maintain a log of his visits together with any specific reasons for them. The frequency of the visits will be dictated by the needs of the reservoir and the provisions of the Act. Full inspections must be carried out annually as a prelude to the preparation of the annual statement: It is suggested that late winter/early spring and late summer/early winter are appropriate times.

Supervising Engineers must be available at all times and based no more than three hours travelling time from the reservoirs for which they are responsible.

Sharing information

All operational and maintenance aspects of the reservoirs are controlled on behalf of the Undertaker through staff at the area and district offices. The Supervising Engineer is expected to communicate with such staff for operational and maintenance aspects.

Qualified engineers

All Supervising Engineers must be 'qualified civil engineers' as defined by the RA 1975.

Inspecting Engineer (IE)

Objective	<p>to undertake statutory inspections in accordance with the Reservoirs Act 1975.</p> <p>To assist the Undertaker in complying with the provisions of the Reservoirs Act 1975.</p>
Scope of the appointment	<p>The Scope of the appointment is covered by the Reservoirs Act 1975 as it relates to the duties of the inspecting engineer and periodical inspections. In fulfilling the duties therein, the inspecting engineer may be involved in inter alia:</p> <ul style="list-style-type: none">▪ site visits;▪ production/issue of a formal report within 6 months of the site visit;▪ where the report has MIOS elements identified, it shall indicate what form of mitigation would be appropriate, (if any), until any constructed elements are signed off. This shall be in liaison with the <i>Client's</i> project manager, so that an appropriate solution can be agreed;▪ review of, and agreement of delivery time frames for MIOS items. This will require the <i>Client's</i> project manager to develop an implementation plan;▪ review past Supervising Engineer and Inspecting / Construction Engineer reports;▪ review data from monitoring exercises;▪ assess hydrological information and reservoir design details;▪ produce and review photographic records;▪ work with the Undertaker's representatives as appropriate;▪ work with the enforcement authority and other <i>Client</i> employed engineers.
Sharing information	<p>All operational and maintenance aspects of the reservoirs are controlled on behalf of the Undertaker through staff at the area and district offices. The Inspecting Engineer is expected to communicate with such staff for operational and maintenance aspects.</p>

Qualified engineers

The inspecting engineer shall be a 'qualified civil engineer' as defined by the Act.

Timing

The *Client* shall discuss with and agree with the Inspecting Engineer an outline programme for their appointment. This will enable all parties to ensure a timely delivery of information and the final report in accordance with the operational instructions (OI) and Reservoir Act.

Format

The report shall be submitted in the prescribed format as required under the provisions of the Reservoirs Act 1975, as set out in Appendix E4 to "A Guide to the Reservoirs Act 1975" by the ICE, published by Thomas Telford in 2000 and further described under the Environment Agency OI 478_05, or as agreed by the *Client*.

Presentation

The Inspecting Engineer shall submit to the Reservoirs Act Co-ordinator an electronic copy of the report. The report shall contain text and pictorial reference information.

Qualified Civil Engineer (QCE)

Objective

A QCE does not have to be appointed under the Act, but the *Client* requires this additional specialist resource.

Scope of the appointment

Qualified civil engineer (QCE) is a generic term within the Reservoirs Act 1975 when referring to a relevant engineer appointment.

The Qualified Civil Engineer (QCE) - oversees design and construction of improvement works to an existing reservoir not including a volume change; certifies that works are complete in the case of Measures in the Interest of Safety (MIOS).

In fulfilling their commission, the QCE may be involved in inter alia:

- site visits;
- work with the enforcement authority and other *Client* employed engineers;
- produce and review photographic records;
- work with the undertaker's representatives at area level as appropriate;
- agree with *Client* what the requirements are to allow the MIOS items to be signed off;
- attend design review meetings and comment on proposed solutions and construction methodology;
- review reports as prepared by the *Client* and make comment as appropriate;
- review and approve any construction drawings and specifications produced for both MIOS recommendation and other recommendations provided in the S10 reports;
- liaise with *Client* and advise the frequency of site supervision, during any construction phase, to ensure the site supervisor reviews and reports on any specific element the QCE may consider important;
- discuss with Area PM and delivery team PM any shortcomings the QCEs feel the proposed solution may give;
- attend site as and when required to allow final sign off of completed MIOS items.

Provide S10(6) certification for MIOS delivered items within two weeks of such an item being satisfactorily delivered;

**Sharing
information**

All operational and maintenance aspects of the reservoirs are controlled on behalf of the Undertaker through staff at the area and district offices. The QCE is expected to communicate with such staff for operational and maintenance aspects.

**Qualified
engineers**

The QCE shall be a 'qualified civil engineer' as defined by the Act.

Format

All certificates shall be submitted in the prescribed format as required under the provisions of the Reservoirs Act 1975, as set out in Part C to "A Guide to the Reservoirs Act 1975" by the ICE, published by Thomas Telford in 2000 and in accordance with SI 2013 No1677 Schedule 4.

Presentation

The QCE shall submit to the *Client* an electronic copy of all certificates required under the Act.

Construction Engineer (CE)

Objective To undertake the statutory duties in accordance with the Reservoirs Act 1975.

To assist the Undertaker in complying with the provisions of the Reservoirs Act 1975.

When designing and constructing a new reservoir (or modifying an existing one) the *Client* will appoint a construction engineer.

Scope of the appointment The Scope of the appointment is covered by the Reservoirs Act 1975 as it relates to the duties of the Construction Engineer, under Section 6. In fulfilling the duties therein, the CE may be involved in inter alia:

- **oversee the design and construction of the proposed works;**
- **attend design review meetings and comment on proposed solutions and construction methodology;**
- **site visits, as and when required;**
- **Where the S10 report has MIOS elements identified that require the appointment of a CE, the CE may be required to suggest what mitigation measure are required, before final works are signed off;**
- Review and agreement of delivery time frames for construction items. This may require liaison with the *Client* to update the implementation plan;
- **review past Supervising Engineer and Inspecting / Construction Engineer reports, as necessary;**
- **assess hydrological information and reservoir design details;**
- **produce and review photographic records;**
- **work with the Undertaker's representatives at Area level as appropriate;**
- liaise with *Client's* site supervisor during any construction phase, to ensure the site supervisor reviews and reports on any specific element the Construction Engineer may consider important;
- **work with the enforcement authority and other *Client* employed engineers.**

Sharing information All operational and maintenance aspects of the reservoirs are controlled on behalf of the Undertaker through staff at the area offices. The Construction Engineer is expected to communicate with such staff

for operational and maintenance aspects.

**Qualified
engineers**

The Construction Engineer shall be a 'qualified civil engineer' as defined by the Act.

Format

All certificates shall be submitted in the prescribed format as required under the provisions of the Reservoirs Act 1975, as set out in Part C to "A Guide to the Reservoirs Act 1975" by the ICE, published by Thomas Telford in 2000 and in accordance with SI 2013 No1677 Schedule 4

Presentation

The CE shall submit to the *Client* an electronic copy of all certificates required under the Act and supplementary reports.

4. Dispute Resolution Procedure

4.1 To raise a Dispute:

- i. the decision giving rise to the Dispute must have been communicated under the contract in accordance with clause 13 of the PSC;
- ii. the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of the PSC, otherwise the decision is deemed undisputed/ accepted; and
- iii. the issue becomes a formal Dispute and is addressed in accordance with Option W2 of the PSC.

4.2 The Dispute is initially raised to the *Client's* Assurance Representative by the *Consultant's* Project Manager, or *Client's* Project Executive , within 28 days of the decision being communicated. The *Consultant's* Project Manager and *Client* Project Executive each provide a written submission in support of their case within one week of the Dispute being raised. The *Client's* Assurance Representative determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the CCS RM6165 Framework and Call-off contract, and communicates their decision and reasons to both parties in accordance with the Call-off contract within two weeks of receipt of the written evidence.

4.3 If either party remains dissatisfied with the decision the Dispute is escalated to the *Client's* Framework Manager by the *Consultant's* Framework Manager or the *Client's* Project Executive within two weeks of the *Client* Assurance Representative's decision being communicated. The *Consultant's* Framework Manager and *Client's* Project Executive provide a written submission in support of their case within one week of the escalation. The *Client's* Framework Manager determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the CCS RM6165 Framework and Call-off contract, and communicates their decision and reasons to both parties in accordance with the Call-off contract within two weeks of receipt of the written evidence.

4.4 If either party remains dissatisfied with the decision, the Dispute is escalated to the *Client's* Commercial Programme Director, by the *Consultant's* Programme Director or the *Client's* Project Executive, within two weeks of the *Client* Framework Manager's decision being communicated. The *Consultant's* Programme Director and the *Client's* Project Executive provide a written submission in support of their case within one week of the escalation. The *Client's* Programme Director determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the contract , and communicates their decision and reasons to both parties in accordance with the CCS RM6165 Framework and Call-off contract within two weeks of receipt of the written evidence.

4.5 If either party remains dissatisfied with the decision the Dispute may be referred to adjudication.

4.6 During Dispute proceedings all parties have a duty to continue their performance under the CCS RM6165 Framework and Call-off contract.