



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 Outline design services for Tubbs Bottom Reservoir (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]

For and on behalf of **Environment Agency**

Title:

Date: [Redacted]

Signed by **WSP UK Limited** by its attorney [Redacted]

Under a power of attorney dated 02.02.2025

WSP UK Limited acting by its attorney [Redacted]

Date 13 June 2025

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

The <i>key dates</i> and <i>conditions</i> to be met are	
<i>condition</i> to be met	<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

02/06/2025

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 *expenses* stated by the *Client* 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*share range**Consultant's share percentage*

less than

80

%

0 – below this threshold
any further savings are
allocated 100% to the
Client

%

from

80

%

to 120

%

50

%

from

%

to

%

%

greater than

120

%

0

%

If Option C or E is used

The *exchange rates* are those published in

Financial Times

on

02/06/2025

(date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

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>	£1 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	Whichever is greater of £1 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	Whichever is greater of £1 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 <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 is limited to	
	£1 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

Manley House
Kestrel Way
Exeter
EX2 7LQ

Address for electronic communications

Name (2)

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

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 <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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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

X18: Limitation of liability

If Option X18 is used

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

£1 million

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

£1 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

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*.

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.

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.

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

Name	Service
	Project Manager
	Project Manager
	Civil Engineer
	Civil Engineer
	Civil Engineer
	Civil Engineer
	Civil Engineer
	Civil Engineer
	Project Manager
	Project Manager
	Civil Engineer
	Project Manager
	Civil Engineer
	Project Manager
	Project Manager
	Project Manager
	Project Manager
	Project Manager
	Project Manager
	Project Manager
	Project Manager
	Project Manager
	Project Manager

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

£125,682.29

If Option E is used

The forecast of the prices is

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

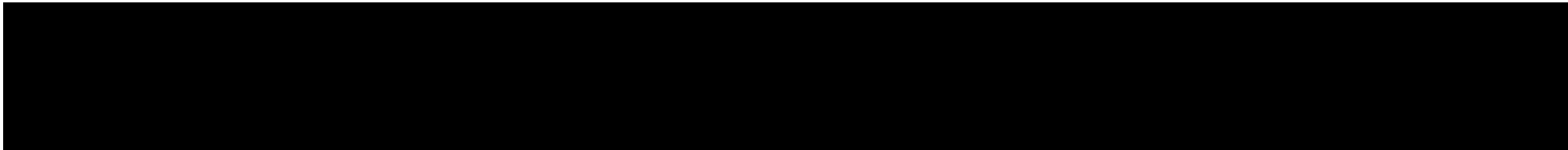
category of person	unit	rate

Data for the Schedule of Cost Components (used only with Option C & E)

The *people rates* are

category of person (Inc. CCS Grade – Discipline)	unit	rate
	Rate per hour	
	Rate per hour	
	Rate per hour	
	Rate per hour	

	Rate per hour	
	Rate per hour	
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	Rate per hour	
	Rate per hour	
	Rate per hour	



This Scope should be read in conjunction with the version of the Minimum Technical Requirements and Exchange Information Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *service* is to be compliant with the following version of the Minimum Technical Requirements and Exchange Information Requirements:

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	V 13	11/06/2024
LIT 65150	Minimum Technical Requirements – Environment and Sustainability	V 2	30/03/2023
LIT 17641	Exchange Information Requirements	V3.1	01/04/2025
LIT 16559	Safety, Health, Environment and Wellbeing (SHEW) Code of Practice	V 7	24/03/2025
LIT 14284 Whole Life (Construction) Carbon Planning Tool	ERIC (Whole Life) Carbon Modelling and Carbon Calculator Tools Operational Instructions	V 6.0	15/08/2023

1 Overview

1.1 Background

The Environment Agency (Wessex Area) is the Undertaker for Tubbs Bottom Reservoir, South of Iron Acton, South Gloucestershire. It currently falls under the Statutory Regulation of the Reservoirs Act 1975 (RA 1975). Within this Scope the Environment Agency is variously referred to as the *Client*.

The Environment Agency is also the enforcement authority for the Reservoirs Act 1975 in England. 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. This includes the meeting of statutory deadlines.

The Tubbs Bottom Washland Flood Storage Reservoir was constructed between 1981 and 1982 for the Wessex Water Authority and is situated on the Bristol Frome between Yate and Frampton Cotterrell. The reservoir provides flood alleviation to downstream areas towards and into Bristol, including Broadmead shopping district. The reservoir has a stated capacity of 882 700 m³ and a surface area of 587 000m² when full to its top water level of 57.0m AOD. The dam crest functions as the sole spillway. The ownership of the dam and associated infrastructure is now with the Environment Agency, as the Undertaker for the reservoir. Typical lifespan for such dams is in excess of 100 years.

The Section 10 report dated 12 June 2023 identified two Measures in the Interest of Safety (MIOS) items, both of which (stability study and flood study) have since been carried into effect (certified 02 April 2024). The flood study, concluded that the anticipated still water level in both the Design Flood and Safety Check Floods was found to significantly exceed the level of the crest of the dam, highlighting the risk of overtopping failure.

The flood study recommended that improvements be made due to the risk of erosion in higher order events. The Project was required to undertake an option study to identify works to mitigate risk of erosion. Failure to carry such measures into effect would expose the Undertaker to legal enforcement

under the Reservoirs Act. An Options Study has been completed and concluded that further works are required to protect a section of the reservoir as this section relies on the clay core for water retention and therefore poses a significant risk to the integrity of the dam in a significant overtopping event. Breaching of the clay core due to erosion would lead to an uncontrolled release of water from the reservoir, threatening life and property downstream. The vulnerability of this section therefore needs to be addressed to ensure the dam can safely withstand overtopping during extreme flood events, and to provide a means to either limit the velocities over this section of the dam or increase the erosion resistance of the slope reviewed.

Figure 1: Overview of project team

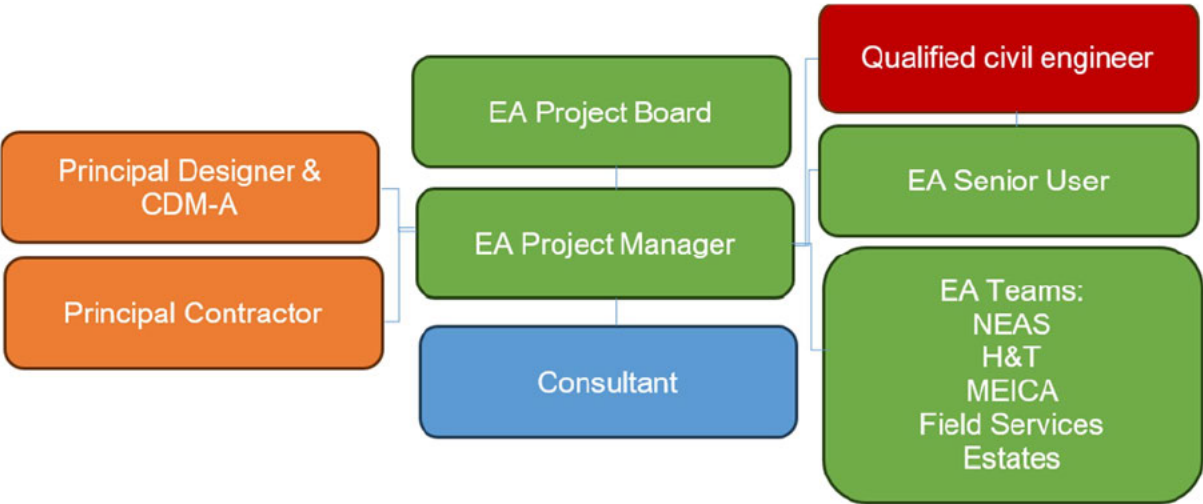


Figure 2: Indicative schedule for MIOS Delivery

	Start date	Proposed End date
Detailed design	June 2025	September 2025
Getting into contract	September 2025	January 2026
Single stage business case	September 2025	January 2026
Construction works	February 2026	January 2027
Qualified Civil Engineer (QCE) to certify completion of works	October 2026	November 2026
MIOS target sign off date (1 year ahead of statutory deadline)		November 2026
MIOS statutory deadline		November 2028

1.2 Previous Studies

- 1.2.1 In undertaking the *service* the *Consultant* shall take account of the previous studies detailed in the table below and produce a short technical summary explaining how best use will be made of historical data.

Report	Date	Format	Outcomes of study
Report of the Result of an Inspection Under Section 10 of the Act by Rachel Pether (123037-BUK-Z0-TB-RP-Z-00002)	12 th June 2023	Digital copy	MIOS prescribed including revised Flood Study and Stability Assessment
Certificate Under Section 10(6), as to the Carrying out of Safety Recommendations issued by Rachel Pether (123037-BVL-Z0-TB-RP-Z-00001)	22 nd March 2024	Digital	Recommendation for further options study
Seepage and Stability Study (123037-BUK-Z0-00-RP-J-00002)	October 2023	Digital copy	No inherent stability issues with the current asset
Flood Study (123037-BUK-Z0-TB-RP-R-00001)	November 2023	Digital copy	Highlighted extent of overtopping in the safety check flood event, and vulnerable section of the existing dam and associated risk of breach in low probability high return events
Tubbs Bottom Washland Flood Storage Reservoir Enhanced Erosion Protection – Optioneering Report (4021744-BUK-ZZ-TB-RP-C-00001)	March 2025	Digital copy	Shortlist option of measures to increase the erosion resistance of the slope to mitigate risks identified in the Flood Study

- 1.2.2 The previous studies have been undertaken by or for the *Client* using reasonable skill and care and have been accepted. The *Consultant* shall review the information provided and notify the *Client* of any deficiencies in its adequacy. Following this review, and completion of any work required to rectify the deficiencies identified, the *Consultant* shall take the risk of any deficiencies in existing data quality and quantity which have not been notified to the *Client*.

1.3 Objective

The objective of this of this scope is to:

11 Relevant guidance

The *Consultant* shall deliver the *service* using the following guidance:

Ref	Report Name	Where used
LIT 16559	Safety, health environment and wellbeing (SHEW) Code of Practice	Throughout
183_05	Data management for FCRM projects	Mapping and modelling
379_05	Computational Modelling to assess flood and coastal risk	Modelling
LIT 14847	Risk Guidance for Capital Flood Risk Management Projects	Option development
LIT 14284	Whole Life (Construction) Carbon Planning Tool User Guide	Option development
	Access for All Design Guide	Option development
LIT 12982	Working with Others: A guide for staff	Consultation & Engagement
Gov.uk	Appraisal Guidance Manual	Options Appraisal
LIT 14953	FCRM Efficiency Reporting – capital and Revenue	Prior to detailed design
LIT 12280	Lessons Log template	Prior to detailed design
LIT 55096	Integrated Assurance & Approval Strategy	Options development
FHU XXX	Carbon methodology V3.1	Throughout