



Framework:	Client Support Framework
Supplier:	Mott Macdonald Limited
Company Number:	██████████
Geographical Area:	National
Project Name:	Reservoir Panel Engineer Services (West & East Midlands)
Project Number:	ENV60000199R WMD EastENVREMI 002035 WMD WestENV60000142R EMD
Contract Type:	Professional Service Contract
Option:	Option A
Contract Number:	project_31458

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name Reservoir Panel Engineer Services (West & East Midlands)

Project Number ENV60000199R WMD EastENVREMI002035 WMD WestENV60000142R EMD

This contract is made on 01 March 2021  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference

Part One - Data provided by the *Client*  
Statements given in  
all Contracts

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.

Main  
Option

Option A

Option for resolving and  
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

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

Z: *Additional conditions of contract*

The service is The provision of Reservoir Inspecting Engineer and Supervising Engineer services for the West and East Midlands.

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in  
Reservoir\_Engineer\_Scope v1 dated 26 November 2020

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

The *period for retention* is 6 years 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

The *key dates* and *conditions* to be met are  
*condition* to be met  
 'none set' 'none set' *key date*  
 'none set' 'none set'  
 'none set' 'none set'

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

## 3 Time

The *starting date* is 01 April 2021

The *Client* provides access to the following persons, places and things  
 access  
 EA systems, people, Reservoir locations 01 April 2021 *access date*

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

The *completion date* for the whole of the *service* is 31 March 2023

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

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

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the  
 Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

## 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st November 2020 and 31st March 2021
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

## 8 Liabilities and insurance

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	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> 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>	£5 million in respect of each claim, without limit to the number of claims	12 years
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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
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		£5 million

## Resolving and avoiding disputes

The <i>tribunal</i> is		litigation in the courts
The <i>Adjudicator</i> is		'to be confirmed'
Address for communications		'to be confirmed'
Address for electronic communications		<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> is		The Institution of Civil Engineers

## Z Clauses

### 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

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
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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 Schedule of Cost Components are as detailed in the Framework Schedule 6.

#### 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. A Change of Control is defined as per the Deed of Agreement, Z14.4.

#### Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

#### 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.

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2

### OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

The *end of liability date* is 6 years after the Completion of the whole of the *service*

### Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

### Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

## Part Two - Data provided by the *Consultant*

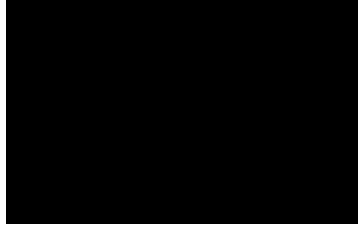
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

The *Consultant* is  
Name and company number

Mott Macdonald Limited

Address for communications



Address for electronic communications

The *fee percentage* is

Option A

54.81%

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

[Redacted Name]

Inspecting Engineer

Carrying out reservoir inspection visits and supporting Ses

• Member of the All Reservoirs Panel constituted under the Reservoirs Act  
James Penman is an All Reservoirs Panel Engineer with 35 years' involveme

The *key persons* are

Name (2)

Job

Responsibilities

Qualifications

Experience

[Redacted Name]

Inspecting Engineer

Carrying out reservoir inspection visits and supporting Ses

• BA, Engineering, University of Cambridge, 1990 • MA, University of Camb  
Andrew Kirby is an All Reservoirs Panel Engineer and is a well-rounded civil

The *key persons* are

Name (3)

Job

Responsibilities

Qualifications

Experience

[Redacted Name]

Supervising Engineer / Project Manager

Carrying out reservoir supervion visits and project management

• BA, Engineering, University of Cambridge, 1990 • MA, University of Camb  
Hydraulic Structures Engineer with over 10 years of experience in the desig

The *key persons* are

Name (4)

Job

Responsibilities

Qualifications

Experience

[Redacted Name]

Inspecting Engineer / Supervising Engineer

Carrying out reservoir inspection and supervion visits

John Foster is a Chartered Civil Engineer and an All Reservoirs Panel Engine

The *key persons* are

Name (5)

Job

Responsibilities

Qualifications

Experience

[Redacted Name]

Supervising Engineer

Carrying out reservoir supervion visits

• MEng (Hons) in Environmental Engineering, University of Southampton, 2  
Tom Bryant is an experienced chartered civil engineer and a member of the

The *key persons* are

Name (6)

Job

Responsibilities

Qualifications

Experience

[Redacted Name]

Supervising Engineer

Carrying out reservoir and supervion visits

• Service Reservoir Panel Engineer (SRPE) under the Reservoirs Act, 1975, 1  
Robin Hawley is a Service Reservoir (SR) and Supervising Panel Engineer un

The *key persons* are

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is  
Programme submitted with tender return

5 Payment

The *activity schedule* is  
Reservoir\_Engineer\_Pricing\_Sheet  
  
The tendered total of the Prices is  
£78,190.52

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]  
Address for communications  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

Name (2) [redacted]  
Address for communications  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

X10: Information Modelling

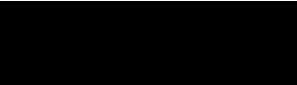
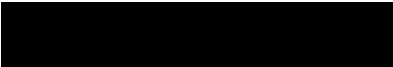
The *information execution plan* identified in the Contract Data is  
N/A



# Contract Execution

*Client* execution

Signed under hand by for and on behalf of the Environment Agency

Signature		Role	
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*Consultant* execution

*Consultant* execution

Signed under hand by Martha Taylor for and on behalf of Mott Macdonald Limited

Signature		17-Feb-21	Role
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# Environment Agency

## NEC4 professional services contract (PSC)

### Scope

#### Project / contract Information

Project name	Reservoir Panel Engineer Services (West & East Midlands)
Project SOP reference	ENV60000199R WMD East ENVREMI002035 WMD West ENV60000142R EMD
Contract reference	project_31458
Date	26/11/2020
Version number	1.0
Author	

#### Revision history

Revision date	Summary of changes	Version number
	First issue	

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The services are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/2020

customer service line  
03708 506 506  
[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the Scope

Details of the Scope are as follows.

### 1. Description of the work:

#### 1.1. Objective

The *Client* is the Undertaker for 29 registered Large Raised Reservoirs (LRR) that are located within the Midlands of England. The *Consultant* is required to provide retained Inspecting Engineer and Supervising Engineer services in accordance with the *Reservoirs Act 1975* (as amended by the Floods & Water Management Act) for a period of 2 years between 1<sup>st</sup> April 2021 and 31<sup>st</sup> March 2023. The *Client* reserves the right, at its sole discretion, to extend for 1 further year subject to the *Client's* requirements and the *Consultant's* performance.

#### Inspecting Engineers

All statutory reservoirs require an inspection no less than once every 10 years. This contract covers the completion of inspections due in the contract period in accordance with Section 10, including the production and submission of reports with certification as required by the Reservoirs Act 1975.

The provision of Inspecting Engineer services includes:

- The provision of support to the *Client's* in-house teams who maintain the reservoirs.
- The ability to respond to incidents; attend site; report on findings and to offer advice and guidance on incident response.
- Provision of Qualified Civil Engineer services for improvement works and discharging statutory recommendations given to the Undertakers

#### Supervising Engineers

All reservoirs are required to have a statutory examination at least once each year. This contract covers the completion of either **annual** or **biannual** examinations for all reservoirs in accordance with the Section 12 of the Reservoir Act 1975, including the production and submission of interim and annual statements.

The provision of services includes:

- The ability to respond to incidents; attend site; report on findings and to offer advice and guidance on incident response.
- Reviewing On-Site Plans and advising on the exercising of those plans.
- The provision of support to the *Client's* in-house Supervising Engineers. Nominate a backup Supervising Engineer to provide cover during short periods of absence. e.g. annual leave or illness.

## 2. Outcomes required - Supervising Engineer Services

### 2.1 Overview

The *Consultant* is required to undertake the duties of Supervising Engineer under the *Reservoirs Act 1975* and annual examinations plus additional duties required by the *Client*. In fulfilling the duties therein, the *Consultant* will be involved in the following:

- Site visits.
- Production/issue of formal statements.
- Reviewing past Supervising Engineer, Inspecting Engineer and Construction Engineer reports plus relevant supporting information.
- Reviewing data from monitoring studies and exercises.
- Technical / consultancy support e.g. maintenance, asset improvement, decommissioning.
- Advice on adequacy of On-Site Plans.
- Assessing hydrological information and reservoir design details.
- Advice on Non-Statutory Reservoirs as appropriate.
- Provision of photographic records.
- Liaison with the Undertakers representatives.
- Liaison with an All Reservoirs Panel Engineer.
- Notifications to the Enforcement Authority.
- Emergency / incident response
- Nominate a backup SE to cover EA supervising engineers, during short periods of absence e.g. annual leave or illness.

The *Client* may add or remove reservoirs from the *services* in response to operational needs. Reservoirs obtaining a Final Certificate during the contract period will require appointment of a Supervising Engineer. Normally the services to be provided will include provision of a Supervising Engineer (Designate) for those reservoirs currently under a Construction Engineer.

### 2.2 Section 12 Examinations

- 2.2.1 The reservoirs to be examined in accordance with Section 12 of the Reservoir Act 1975 are detailed in Appendix A.
- 2.2.2 There shall be a 'no surprises' approach to examination. The *Consultant* as Supervising Engineer shall discuss with the Reservoir Act Coordinator any areas of concern during examination of the reservoir. Likewise, *Client's* staff shall identify any areas of concern in advance to ensure sufficient opportunity to investigate on site. The aim being that any maintenance advice raised in the S12 Statement will be discussed with the *Client* prior to issue.
- 2.2.3 On agreement of an examination date, the Supervising Engineer shall outline all information required in advance of visiting site. *Client's* staff shall provide documents in a timely fashion where available.
- 2.2.4 Where a reservoir structure includes confined spaces, the Supervising Engineer shall confirm in advance if they wish to enter the space. The *Client* to provide confined spaces access support where required.
- 2.2.5 To prepare a statement on the findings of the examination (see Section 4 below).
- 2.2.6 It is normal to undertake the examinations at a similar time each year.

### **2.3 Reservoir Safety Emergencies**

- 2.3.1 The *Client* is mindful that reservoir safety incidents can occur. The appointed Supervising Engineer or their deputy is to be available to visit the site. This shall be as soon as is practical after any such incident or potential incident is first identified. The Supervising Engineer or his deputy to conduct an assessment of actions required on site. This would normally be within 3 hours of receiving notification of an incident. This to include advice on the requirement for a *Consultant* to attend site.
- 2.3.2 The Supervising Engineer is to produce reports, statements and any other forms of written communication in the process of responding to the emergency incident.
- 2.3.3 Attendance at additional inspections and meetings may be required to support an on-going incident or post incident review. The *Consultant* will be reimbursed on a time related basis for any involvement on this task.
- 2.3.4 Provide support to EA supervising engineers during reservoir safety emergencies

### **2.4 Recommendations and directions of Panel Engineers**

- 2.4.1 Recommendations for 'Measures in the Interests of Safety' and 'Maintenance of the Reservoir' identified during a S10 inspection requires the Supervising Engineer to report on progress of measures in the S12 statement.
- 2.4.2 The Supervising Engineer will be consulted where works to a reservoir are required to be conducted through a Qualified Civil Engineer.
- 2.4.3 Any proposed directions by the Supervising Engineer as to visual inspection under S12(6) shall be discussed with the *Client* in advance of issue of a S12 Statement.
- 2.4.4 Any proposed recommendation the Supervising Engineer under Section 12(3) for inspection under Section 10(2) shall be discussed with the *Client* in advance of issue of a S12 Statement.
- 2.4.5 The Supervising Engineer will review and comment on in-house maintenance work or third party works that affect the reservoir.

### **2.5 Statements**

- 2.5.1 The *Client* places great importance on the quality of reports. A full and final statement, following a statutory examination, is to be received within 2 months of the date of the examination.

A draft statement should be issued for *Client* comment in advance of the final being issued to the *Client* and Enforcement Authority.

The *Consultant* must clearly demonstrate what management and administrative arrangements are in place to ensure effective and timely delivery of Statements and responses to requests from the *Client*.

Approved Final Statements shall be sent electronically to the Enforcement Authority direct, with copies to the RAC and to the Area team contacts on dates agreed with the RAC.

## 2.6 Statement Timing

The *Consultant* as Supervising Engineer shall make early contact with the Area to arrange biannual/annual visits. This will enable all parties to ensure a timely delivery of information prior to the examination.

## 2.7 Statement Format

Statements shall be submitted in the format recommended in Table D2 of; *A Guide to the Reservoirs Act 1975 Second Edition*.

The statement shall contain text, diagrams and any photographs required to fully report on the examination and findings of the Panel Engineer. Where applicable diagrams and photographs shall be displayed in colour.

The final report shall be presented in a **single digital version** in both MS Word and Adobe pdf format.

## 3.0 Outcomes required – Inspecting Engineer Service's

### 3.1 Overview

The *Consultant* is required to undertake the duties of Inspection Engineer under the *Reservoirs Act 1975* plus additional duties required by the *Client*. In fulfilling the duties therein, the *Consultant* will be involved in the following:

- Site visits.
- Production/issue of formal reports.
- Reviewing Supervising Engineer, Inspecting Engineer and Construction Engineer reports plus relevant supporting information.
- Reviewing data from monitoring studies and exercises.
- Technical / consultancy support e.g. maintenance, asset improvement, decommissioning.
- Advice on adequacy of On-Site Plans.
- Assessing hydrological information and reservoir design details.
- Advice on Non-Statutory Reservoirs as appropriate.
- Provision of photographic records.
- Liaison with the Undertakers representatives.
- Liaison with Supervising Engineers.
- Notifications to the Enforcement Authority.
- Fulfil the role of Construction Engineer, in accordance with the Act.

The *Client* may add or remove reservoirs from the *services* in response to operational needs. Reservoirs obtaining a Final Certificate during the contract period may require first periodic inspection.

### **3.2 Section 10 Inspections**

- 3.2.1 The reservoirs to be inspected in accordance with Section 10 of the Reservoir Act 1975, are detailed in Appendix A.
- 3.2.2 There shall be a 'no surprises' approach to examination. The *Consultant* as Inspecting Engineer shall discuss with the *Client* any areas of concern during examination of the reservoir. Likewise, *Client's* staff shall identify any areas of concern in advance to ensure sufficient opportunity to investigate on site. The aim being that any recommendations or maintenance advice raised in the S10 Report will be discussed with the *Client* prior to issue.
- 3.2.3 On agreement of an inspection date, the *Consultant* shall outline all information required in advance of visiting site. *Client's* staff shall provide documents in a timely fashion where available.
- 3.2.4 Where a reservoir structure includes confined spaces, the *Consultant* shall confirm in advance if they wish to enter the space. The *Client* to provide confined spaces access support where required.
- 3.2.5 To prepare a report on the findings of the inspection (see Section 4 below).
- 3.2.6 The inspections to take place prior to the deadlines given in Appendix B.

### **3.3 Reservoir Safety Emergencies**

- 3.3.1 The *Client* is mindful that reservoir safety incidents can occur. The appointed Inspecting Engineer or his deputy is to be available to visit the site at all times. This shall be as soon as is practical after any such incident or potential incident is first identified. The Inspecting Engineer or his deputy to conduct an assessment of actions required on site. This would normally be within 3 hours of receiving notification of an incident.
- 3.3.2 The Inspecting Engineer is to produce reports, statements and any other forms of written communication in the process of responding to the emergency incident.
- 3.3.3 Attendance at additional inspections and meetings may be required to support an on-going incident or post incident review. The *Consultant* will be reimbursed on a time related basis for any involvement on this task.

### **3.4 Recommendations and directions of Panel Engineers**

- 3.5.1 To respond to recommendations for unplanned S10 inspections as required.
- 3.5.2 The Inspecting Engineer will be appointed to oversee where works to a reservoir are required to be conducted through the *Consultant* as a Qualified Civil Engineer.

- 3.5.3 The Inspecting Engineer will review and certificate works to fulfil recommended 'Measures in the Interest of Safety'.
- 3.5.4 The Inspecting Engineer will review and comment on in-house maintenance work or third party works that affect the reservoir.
- 3.5.5 The Inspecting Engineer will be consulted on proposed works to non-statutory reservoir operated by the *Client*.

### 3.5 Inspection Reports

The *Client* places great importance on the quality of reports. A full **draft** report, following a statutory inspection, is expected to be received within 4 months of the date of the examination, the **final** report issued within 6 months of the date of the inspection.

All final reports must be approved by the *Client* in writing prior to being issued to the Enforcement Authority.

The *Consultant* must clearly demonstrate what management and administrative arrangements are in place to ensure effective and timely delivery of reports and responses to requests from the *Client*.

Approved Final Reports shall be sent electronically to the Enforcement Authority direct, with copies to the RAC and to the relevant area team contacts on dates agreed with the RAC.

### 3.6 Report Timing

The *Consultant* as Inspecting Engineer shall make early contact with the RAC to arrange inspection visits ahead of statutory deadlines. This will enable all parties to ensure a timely delivery of information prior to the inspection.

### 3.7 Report Format

Statements shall be submitted in the format recommended in Table D2 of; *A Guide to the Reservoirs Act 1975 Second Edition*.

The statement shall contain text, diagrams and any photographs required to fully report on the inspection and findings of the Panel Engineer. Where applicable diagrams and photographs shall be displayed in colour.

The final report shall be presented in a **single digital version** in both MS Word and Adobe pdf format.

## 4.0 Outcomes required - General

### 4.1 Contract Administration

All of the large raised reservoirs covered by this arrangement are situated within the two Environment Agency areas of East & West Midlands. This contract will be managed by the Reservoirs Act Co-ordinator's (RAC) for each area.

- RAC West Midlands – Steven Haywood
- RAC East Midlands – Bill McDonald



Further contact details for the *Client's* staff are found in Appendix C.

## **4.2 Access to Agency Records**

Copies of all records, operational information and maintenance details of the reservoirs are accessible. Where necessary the *Consultant* will be expected to liaise direct with the local *Client's* representative regarding obtaining these records.

## **4.3 Key personnel**

- 4.3.1 The persons to be provided by the *Consultant* under this arrangement shall comprise professionals and Qualified Civil Engineers as defined in this Scope and the Reservoirs Act 1975 to undertake the role for which they are required.
- 4.3.2 The *Consultant* is to supply the name and copies of their curriculum vitae that must state for which reservoir panel the engineer is a member and their date of registration and required date of renewal of registration.
- 4.3.3 The *Consultant* shall (subject to the provisions of Section 3.4) make Key Personnel available for the whole period, for the purposes of carrying out the *services*. Where Key Personnel are associated with the provision of specific skills or services as identified in the project brief, such skills or services shall only be provided by the named Key Personnel.
- 4.3.4 If any of the Key Personnel ceases to be a member of Staff or becomes unable to work for the *Consultant* for any period longer than thirty (30) calendar days, the *Consultant* will notify the Agency's Reservoir Act Coordinator of the position and will confirm any oral notification in writing, and will indicate as quickly as possible either the expected date upon which any absentee is likely to return or whether the absence is likely to be permanent.
- 4.3.5 In the event that the Panel Engineer is expected to be unavailable for any reason for more than 10 consecutive working days, the contract requires notification of a nominated replacement, that person being also appointed to the same or higher panel.
- 4.3.6 No changes of any kind shall be made to the list of Key Personnel without the written agreement of the *Client*, whose agreement shall not be unreasonably withheld. Both parties shall provide the other with such information as may reasonably be required in support of any proposed change to the list of Key Personnel.

## **4.4 Development of Flood Plans**

- 4.4.1 The *Consultant* will be consulted during updates of reservoir Flood Plans. The *Consultant* will be reimbursed on a time related basis for any involvement on this task.

## **4.5 Project standards**

*Reservoir Act 1975* and related Statutory Instruments, as updated by the Floods & Water Management Act 2010.

The statements and reports to include protective marking as required by the *Client's* document management standards: Please mark documents as follows: Official – Sensitive.

#### **4.6 Health and Safety**

- 4.6.1 There is a requirement at several of the named sites for the engineer undertaking site examinations to be the holder of a current Confined Space Entry certificate. The Certificate should be presented to the confined space team leader at the time of entry. Copies of the current confined spaces certificates for each of the named panel engineers are to be provided to the *Client*. The cost of the *Client's* confined space entry team will be met by the *Client*.
- 4.6.2 Panel Engineers must be physically able to conduct the inspections required. The access and length of embankments to be inspected requires that key personnel must be able, physically fit and capable of extended periods of inspection on foot.

#### **4.7 Environmental Characteristics**

- 4.7.1 There are environmental risks associated with this project. The *Consultant* shall identify those that can be reasonably foreseen and controlled by staff providing the inspection services. The *Consultant* shall identify what measures are in place to control environmental risks.
- 4.7.2 The *Consultant* shall set out what biosecurity control measures will be operated to prevent the risk to spreading invasive species.
- 4.7.3 The *Consultant* shall set out what control measures are to be considered to prevent a damaging release of silt during scour valve tests.
- 4.7.4 The *Consultant* shall demonstrate how the examination programme will be managed to deliver efficiencies and reduce vehicle mileage.

#### **4.8 Financial Reporting**

Suitable expenditure reporting shall be submitted by the *Consultant*, with costs incurred for each individual reservoir. The report shall identify which reservoirs have been visited in that period and where statements are issued. Specifically it shall highlight potential for incurring additional hours over and above those agreed for a planned activity. The expenditure report shall be sent via e-mail to the Reservoirs Act Coordinator, **5 working days in advance of a fee note being submitted.**

In the event that additional time or services are required in connection with this contract the tendered time charges will be applied. Contract management will be via Fast Draft system.

#### **4.9 Other information**

Drawings, site information or reports available

- a) Latest S10 Report for each reservoir, including location plans
- b) Pricing Schedule for Supervising and Inspecting Engineer
- c) *Client's* Reservoir Contacts, Appendix C

- d) Principal details - Reservoir Principal Details 2018-2020

## **5.0 Constraints on how the *Consultant* provides the services**

- a) Supervising Engineers contracted to provide the services must be within 3 hours travel time to the reservoir locations.
- b) The Supervising Engineer services must follow the agreed geographical grouping by visiting the reservoirs in the lots set out in Appendix A.
- c) Produce Statements following the format provided by the Client.
- d) Final S12 statements should be issued within 2 months of a reservoir visit on an agreed date with the *Client*.
- e) The inspection services must meet the statutory deadlines by visiting the reservoirs to the timescales set out in Appendix B.
- f) Final approved S10 reports shall be issued within 6 months of a reservoir visit.
- g) All reports must be approved by the *Client* in writing prior to final issue.

## **6.0 Services and other things provided by the *Client***

- a) Confined Spaces support to the Panel Engineers.

## Appendix A

### Reservoir names, area location and lots details

Area	Lot Number	Reservoir Name	Last Examination date
West Midlands	1	Ashbourne FSR (EA SE)	15/09/2020
West Midlands		Foston Brook FSR	15/09/2020
West Midlands		Rugeley FSR	15/09/2020
West Midlands		Ridings Brook, Cannock, Mill Green FSR	15/09/2020
West Midlands	2	Perry Hall FSR	11/06/2020
West Midlands		Sandwell Valley FSR	11/06/2020
West Midlands		Sheepwash Park FSR	11/06/2020
West Midlands		Bescot FSR	11/06/2020
West Midlands	3	Frankley FSR (EA SE)	17/07/2020
West Midlands		Wychall Lane FSR (EA SE)	17/07/2020
West Midlands	4	Dowdeswell FSR	10/09/2020
West Midlands		Cox's Meadow FSR	11/09/2020
West Midlands		Kidderminster FSR	20/08/2020
West Midlands		Cam & Wickster FSR	11/09/2020
West Midlands	5	Saintbridge 1 FSR	09/09/2020
West Midlands		Saintbridge 2 FSR	09/09/2020
West Midlands		Horsbere FSR	09/09/2020
West Midlands		Broadway FSR (CE)	11/09/2020
Blank	6	Blank	Blank
East Midlands	7	Dakyn Road	21/09/2020
East Midlands		Knighton Park	21/09/2020
East Midlands		Braunstone Park	21/09/2020

East Midlands	8	Beckingham F.S.A.	12/09/2020
East Midlands		Misson East	N/A
East Midlands		Misson West	N/A
East Midlands	9	Brentingby (Lag Lane, Melton) ( <b>Note:</b> Bi-annual visits required)	22/09/2020
East Midlands		Frisby Lake	22/09/2020
East Midlands		Scalford Brook Reservoir ( <b>Note:</b> Bi-annual visits required)	22/09/2020
East Midlands	10	West Park & Harrington	10/09/2020
East Midlands		Breaston (long eaton)	10/09/2020

**Note:**  
**(CE)** indicates a Construction Engineer is currently appointed.  
**EA SE)** indicates EA internal Supervising Engineer.

## Appendix B

### Reservoir names, area location and inspection dates

Area	Reservoir Name	S10 Inspection Deadline
West Midlands	Ridings Brook, Cannock (Mill Green)	16/11/2021
West Midlands	Rugeley FSR	16/11/2022
East Midlands	Frisby FSR	22/05/2023

## Appendix C

### *Client's Reservoir Contacts*

Area	Name	Role	Contact Details
West Midlands	[REDACTED]	Reservoir Act Coordinator	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
West Midlands (East)	[REDACTED]	Local Reservoir Lead	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
West Midlands (West)	[REDACTED]	Local Reservoir Lead	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
East Midlands	[REDACTED]	Reservoir Act Coordinator	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
East Midlands	[REDACTED]	Local Reservoir lead	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

