



Framework:
Supplier:
Company Number:

Client Support Framework

Geographical Area:
Project Name:
Project Number:

National
Midlands Lower Risk Debris Screen Design Authority Tende



Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

Stage:

Study_or_Service_NOT_Design

Revision	Status	Originator	Reviewer	Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name Midlands Lower Risk Debris Screen Design Authority Tender (EMD Region)

Project Number [REDACTED]

This contract is made on
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
[REDACTED] Midlands Lower Risk Debris Screen DA Scope v1

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	<input type="checkbox"/> Option E	<input checked="" type="checkbox"/> Option for resolving and avoiding disputes	<input type="checkbox"/> W2
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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* To Provide Design Authority Support to Midland Low Risk Debris Screen Programme

The *Client is* [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Service Manager is* [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Scope is in* [REDACTED] Midlands Lower Risk Debris Screen DA Scope v1

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 *key date*
'none set' 'none set'
'none set' 'none set'
'none set' 'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 11 October 2022

The *Client* provides access to the following persons, places and things
access *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. 'not used'
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
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The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service	£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	'to be confirmed'
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 result 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.

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

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

[Redacted]

Address for communications

[Redacted]

Address for electronic communications

[Redacted]

The fee percentage is

Option E

9.00%

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

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

[REDACTED]

5 Payment

The *activity schedule* is

The forecast of the Prices is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

[REDACTED]

Signature

18th October 2022

Date

for and on behalf of the [REDACTED]

Project Team Manager

Role

Consultant execution

Signed Underhand by [PRINT NAME]

[REDACTED]

Signature

17/10/2022

Date

for and on behalf of

Director

Role

NEC4 professional service contract (PSC)

Scope

Project / contract information

Project name	Midlands Lower Risk Debris Screens
Project SOP reference	
Contract name	Provision of Design Authority for Midlands Debris Screens Initial Needs Assessments
Contract reference	
Date	01 September 2022
Version number	1.0
Author	

Revision history

Revision date	Summary of changes	Version number
01.09.2022	Initial draft for PE	1.0

This Scope is to 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 *service* is to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
	Minimum Technical Requirements	12	Dec 2021

1 Overview

1.1 Overall scheme objective

Background

Following an asset failure, the *Client's* stock of debris screens was reviewed for compliance with debris guidance that was current at the time of construction. The main objectives being to ensure effective flood risk management and to limit any civil liability. A three phase National Review was undertaken with the support of [REDACTED]

New debris screen guidance was published in late 2019 (CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019) which merged and updated the Environment Agency Trash and Security Screen Design Guide 2009 (TSSG) and the CIRIA Culvert Design and Operating Guide 2009 (CDOG). This new guidance was partly developed for CIRIA by [REDACTED]

This Scope is in support of the next phase of the Programme to provide Design Authority external assurance of the guidance to the Midlands Lower Risk Debris Screen Programme. There are approximately 280 to be assessed in the Midlands Area.

Overall Project objective

To improve the lower risk debris screens, so that they comply with the latest guidance to ensure effective flood risk management. If a screen complies with guidance that was current when installed and it passes Hydraulic Performance Calculations then no further work is required after Initial Needs Assessment (INA), just a rational analysis to sign off as evidence the screen has been assessed.

Design Authority Role

The Design Authority (DA) role is new to the *Client* and has been trialled on the National Higher Risk Debris Screen programme. The role is to provide external assurance to the design and construction phases of the project, ensuring compliance to the (CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019) at set project stages. This will also provide a documented and auditable trail should a deviation from these standards be required (for example due to the space or environment available for the screen). The DA is external to the project and design teams and must meet set criteria to be appointed by the [REDACTED] Area Director.

Objectives for the Design Authority Input

To apply the new guidance (CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019) in a consistent approach in the form of an assurance check to all lower risk screens at agreed project stages. This will provide greater certainty and external assurance as to which of the lower risk screens are to be removed, replaced, modified or are deemed to be within (or better than) the parameters of the guidance, for the entire life cycle of this project. Reducing the flood risk liability to the [REDACTED] and or providing an evidence trail for deviation from the guidance.

1.2 Specific scheme element for this commission

The DA role will provide, input, guidance and compliance assurance, reviewing project elements related to screen design only and be independent of the design and project team. All reviews will be recorded and communicated on the Design Authority Assurance Record – Debris & Security Screens template. There will be 3 Design Authority DA project review points. The 3 review points are:

1. DA Review 1 - Option Compliance – Has the correct option been selected, approval of the INA.

2. DA Review 2 - Design Compliance – Has the design been completed to the correct standards, have any deviations from this standard be agreed, approved and recorded.
3. DA Review 3 - Construction Compliance – Has the project been constructed to the design and standard, sign off on completion certificate.

Adherence to the CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019 is mandatory, but there are circumstances where this may be challenging, for example (but not limited to):

1. Shortage of space.
2. Safety concerns.
3. A better solution is identified

In exceptional circumstances, departure from the guidance is permitted but must be approved by the Design Authority. This approval must be supported by a recorded rational analysis which describes what options were considered and why one was chosen and what mitigates the departure. The project team produces a technical note summarising this rational and the Design Authority approves this.

2 Description of the work

2.1 Objectives

The objective of the *service* is to provide Design Authority Technical Quality Assurance to the project (280 screens across the Midlands Area: WMD - 159, EM - 66 & LNA 55 screens) through the peer review of the Initial Needs Assessment, (with the option to later undertake the detailed design and finished construction reviews as a compensation event). To approve any requested deviation from the CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019 and approve on site variations during the construction phase, for the entire life of the project.

The *Consultant* shall:

1. Support the *Client* in the validation of the screens to the CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019, including the following:
 - a. The Initial Needs Assessment, confirming the decision to remove, repair, replace.
 - b. Complete the CSOM Design Assurance Record
 - c. The detailed design - Compliance Review.
 - d. The completed construction - Construction Compliance Review.
 - e. Review and approve any requested deviation from the guidance.
 - f. Approve site construction variations that will affect the guidance compliance of the completed screen.
 - g. Complete the Design Authority Assurance Record – Debris & Security Screens template at all review stages.

2. Support the *Client* in the preparation of the following workshops (but not limited to these):

Table 1 - Workshops

Workshop	Consultant tasks
DA Review Point 1	Review DA RP1 information with the INA team Workshop attendance, DA, Project Team, SU
DA Review Point 2	Review DA RP2 information with the Design team Workshop attendance, DA, Project Team, Design Team, SU
DA Review Point 3	Review DA RP3 information with Construction Team Workshop attendance, DA, Project Team, Design Team, Construction Team, SU
Deviation Requests	Review Deviation Requests Workshop attendance, DA, Project Team, Design Team, Construction Team, SU

The *Consultant* shall attend all workshops listed in Table 1 above. Attendance at additional workshops will be as determined and instructed by the *Client*, depending upon the support required. These shall be instructed as a compensation event when required. The *Consultant's* attendance at the workshops will be decided by the *Client* depending on the required support. The current assumption is that the *Consultant* will attend all workshops listed in Table 1 above.

- Support the *Client* in the validation of the outcomes products specified in Table 2 below (but not limited to these), to ensure these meet the criteria and purpose defined in the scope (Appendix 1):

Table 2 - Products

Product	Consultant tasks
DA RP 1. The Initial Needs Assessment, confirming the decision to remove, repair, replace.	Design Authority Assurance Record DA RP 1
DA RP 2. The detailed design. Compliance Review.	Design Authority Assurance Record DA RP 2
DA RP 3. The completed construction. Construction Compliance Review.	Design Authority Assurance Record DA RP 3
Deviation Requests. Deviation Approval/Rejection	Design Authority Assurance Record

Items in Table 2 are further explained in Appendix 1 (Extract of the CDF delivery partner modelling scope) of this Peer Review Scope.

The *Client* may ask the *Consultant* to review and provide advice on additional reports or technical notes produced by the CDF delivery partner as part of this commission. This will be managed as a Compensation Event when instructed by the *Service Manager*.

2.2 Outcome Specification

The *Consultant* shall undertake the Design Authority Peer Review at the 3 project stages completing the Design Authority Assurance Record at each stage.

This Design Authority Peer Review commission includes the review of:

- DA Review 1 Option Compliance – Has the correct option been selected, approval of the INA.
- DA Review 2 Design Compliance – Has the design been completed to the correct standards, have any deviations from this standard be agreed, approved and recorded.
- DA Review 3 Construction Compliance – Has the project been constructed to the design and standard, sign off on completion certificate.

The *service* may be extended to include detailed review of the deviation requests, at the *Client's* discretion. If required, this will be managed as a compensation event.

2.3 Deliverables

The following deliverables are required,

- DA Review 1, INA Option Compliance.
- DA Review 2, Design Compliance.
- DA Review 3, Construction Compliance.
- Complete the Design Authority Assurance Record – Debris & Security Screens template at all review stages.
- Deviation approval/rejection.

3 Document Review, Comment and Resolution Form

The *Consultant* shall review the reports and technical notes prepared by the CDF delivery partner and capture any comments in the Document Review, Comment and Resolution Form (Appendix 2).

1. DA Review 1, Review the INA
2. DA Review 2, Review the detailed design
3. DA Review 3, Review the completed construction
4. DA review deviation technical notes

3.1 *Consultant* Project Management

As part of the overall management of the commission the *Consultant* shall:

1. Produce monthly financial updates and forecasts.
2. Provide a monthly checkpoint report giving progress, deliverables received and expected and financial summary against programmed.

Once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, shall be returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

3.2 Available Information

The table below contains details of previous studies, investigations and documents that will be made available to the *Consultant* in the first two weeks following the *Contract* award.

Table 3 - Documentation available to the *Consultant*

Document title	Date	Format / hyperlink	Status / Outcomes of study / Comments
280 Site INA reports	TBC	Word Document	
Site map	8/9/2022	GIS Map https://arcg.is/1LiHGq0	

In addition to the above information, the *Consultant* will have access to the reports and models developed by the CDF delivery partner.

4 Service required

4.1 The service is

The *service* is to:

- a) Deliver the outcomes defined in section 2 “Description of the work” of this document.
- b) Attend meetings with the [REDACTED] to discuss each of the products reviewed (Table 2).
- c) Attend project management monthly progress meetings with the [REDACTED] to review the monthly progress, the delivery plan and the applications for payment.

The *Consultant* shall prepare during the first two weeks of their commission a Quality Assurance Plan based on a *Client* prepared agenda and task allocation to explain how the

above services will be delivered, focusing on quality of outcomes and achieving project objectives.

4.2 Definition of completion and defects

It is an absolute requirement of the contract that Completion is only certified when:

1. All of the requirements of the *services* described in this document have been provided and accepted by the *Client*.
2. Clause 11.2(2) work to be done by the Completion Date.

A Defect is any part of the *services* provided which is not in accordance with the Scope or the law. A Defect is also any site query post completion that is a result of errors or incomplete design details.

5 Standards to be used

5.1 Health and safety

Health and Safety is the number one priority of the *Client*. The *Consultant* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

Special attention shall be given to Covid19.

5.2 *Client* standard documents

The *Consultant* should carry out their services using the following standards.

Table 4 - Client's Standards to be used

Ref	Report Name	Comment
412_13_SD01	Minimum Technical Requirements	Version 12 dated Dec 2021
516_15	BIM Minimum Technical Requirements	Appendix 4 of this Scope
	CIRIA - Culvert, screen and outfall manual, C786F, 2019	
	EA Screen Good Practice Items (available on 'EA Debris screens programme' Sharepoint site, access available on request).	

6 Constraints on how the *Consultant* provides the service

The *service* specified in this contract will be provided under an **Option E NEC4** contract, where the *Consultant* shall not exceed the contract Prices (the forecast of Defined Cost).

The *Consultant's* attendees to each meeting shall be approved by the ████ prior to the meetings in order ensure the relevance of the proposed *Consultant's* experts.

The *services* specifically excludes *Consultant* tender activities which shall be disallowed costs.

The *Consultant* shall deliver the Scope deliverables in accordance with the *Client's* BIM minimum technical requirements. The *Consultant* shall update *Client's* Master Information Delivery Programme (MIDP) based on the deliverables specified in this document.

Deliverables will be managed through the *Client's* BIM platform (ASITE) and the working in progress documents through Sharepoint (links will be provided).

The *Consultant* will use the Review, Comment and Resolution Forms, as well as Hydrology and Hydraulic Modelling Review templates provided by the *Client*.

7 Requirements of the programme

This Peer Review commission will undertake the following reviews for compliance to the CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019:

1. DA Review 1, Review the INA. There will be 280 INAs to review, these will be undertaken in batches of 15-20 as they are completed. The INAs will require to be reviewed over the period September – December 2022. Each batch is to be returned within a 2-week period.
2. DA Review 2, Review the detailed design. The detailed designs will be split into a number of works packages the number to review will be dictated by the outcome of the INA phase. An estimate for planning of the work required is:

a. Deemed Acceptable	35%	98 screens – No design.
b. Remove Screens	10%	28 screens.
c. Modify Screens	5%	14 screens
d. Replace Screens	50%	140 screens.
3. DA Review 3, Review the completed construction to ensure compliance with the design documents and CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019.
4. DA Review Variations, Review any required site variations that will affect the compliance of the screen.
5. DA Review Deviations, Review any deviation technical notes and approve or reject the request to deviate from the guidance.

The activity dates are indicative and subject to change. The *Consultant* shall update their programme in accordance with the overall project programme.

In order to avoid delays the *Consultant* will have two weeks for the review of the technical notes and reports specified in Section 2 Description of the work of this document. Additional time will be agreed between the *Client* and *Consultant* for the detailed review of the hydrological model, where data and calculations review is involved.

Where the review time is anticipated to be insufficient, the *Consultant* shall notify it to the *Client* at the earliest opportunity.

The *Client* will have one week to review the reports provided by the *Consultant*. Additional time shall be allowed for discussions with the CDF delivery partner and the *Consultant* where non-conformities are found.

7.1 Design Authority Qualifications

To be appointed as the DA the individual must satisfy the following criteria as a minimum:

1. Hold a minimum of EngTech (preferably a Chartered Engineer) from a recognised Engineering Institute.
2. Have experience in the design of a minimum of 5 debris screens to the CIRIA - Culvert, Screen and Outfall Manual, C786F, 2019.

3. Undertake the debris screen training as direct by the National Debris Screens Programme Team.
4. Be approved by the National Debris Screen Team Operations Manager

7.2 Design Authority Appointment

The DA must be appointed by the Area Director, Appointment Letter at Appendix 5.

8 Services and other things provided by the *Client*

8.1 Data and information management and intellectual property (IP) rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the IP of the *Client*.

8.2 Data custodianship

The data custodian for project deliverables from this commission will be the *Client's* area Partnerships and Strategic Overview team.

8.3 Data management and metadata

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* project manager will supply an IAR spreadsheet as needed (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

8.4 Data security

All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to *Client* Data Security Policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption. Where a copy of the original data or information classified as commercially sensitive was supplied, this copy shall be deleted.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

Further details regarding security measures will be discussed at the start-up meeting for this commission.

9 Appendix

Appendix 1 - CDF Delivery Partners Scope for Initial Needs Assessments

Appendix 2 - Design Authority Assurance Record – Debris & Security Screens template

Appendix 3- Initial Needs Assessment template

Appendix 4 - BIM Protocol – Production and Delivery Table

Appendix 5 - DA Appointment Letter

Appendix 1

CDF Delivery Partners Scope for Initial Needs Assessments

Appendix 2

Design Authority Assurance Record – Debris & Security Screens template

Appendix 3

Initial Needs Assessment template

Appendix 4

Appendix A BIM Protocol – Production and Delivery Table

The *Consultant* shall adhere to the *Client's* Information Requirements (EIR) framework level minimum technical requirements.

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Consultant* unless it is referenced elsewhere within the Scope.

<https://www.asite.com/login-home>

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP.

Appendix 5

DA Appointment Letter