



**St Helena
Government**

2016

**PSSC Tender Package for the Provision of
Geotechnical & Engineering Design
Consultancy Services for the Construction of
the R2 Road Project.**



St HELENA GOVERNMENT
Environmental & Natural Resources
Directorate
Essex House
Jamestown
St Helena Island
South Atlantic
STHL 1ZZ

Contract No – ENRD- 000-52
Revision 01 - 09/12/2015



St Helena
Government

DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released for the Project.

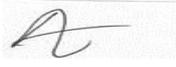
PROJECT NAME : *R2 Project 2015*

DOCUMENT TITLE : *NEC3 PROFESSIONAL SERVICES (SHORT) CONTRACT (PSSC) – Professional Services related to Provision of Geotechnical & Engineering Design Consultancy Services for the Construction of the R2 Road Project .*

DOCUMENT No. : *2015/PSSC_CD/ENRD- 000-52*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

	Prepared by	Reviewed by	Approved by
REVISION 02 Date: 25/01/16	Name: B Hathway	Name: M Lockley	Name: A Berbetto
	Signature: 	Approved	Approved



neec[®] 3 Professional Services

Short Contract

A contract
 between Saint Helena Government

 and

 for **The Provision of Geotechnical & Engineering Design Consultancy Services for the Construction of the R2 Road Project**

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Notes about this contract are printed in boxes like this one or in [parenthesis like this]. They are not part of the contract.



Contract Data

The *Client* is

Name **St Helena Government**

Address **The Castle, Jamestown, St Helena Island, STHL 1ZZ**

Telephone **+290 22470**

E-mail address **marc.lockley@sainthelena.gov.sh**

The *services* are **Professional Services related to the Provision of Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project**

The *starting date* is **TBA**

The *completion date* is **TBA**

The *delay damages* for late Completion are **£450** per day.

The *law of the contract* is **The Law of Saint Helena**

The *period for replay* is **one** weeks.

The *defects date* is **Fifty Two (52)** weeks after Completion.

The *assessment day* is the **1st** of each month.
 Work is to be carried out in a time charge basis **N/A**

Delete if work is not to be carried out on a time charge basis

If the period for payment is not four weeks

The period for payment is **45** days.
 The interest rate on late payment is % per complete week of delay



Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£1,000,000 in respect of each claim, without limit to the number of claims	2 years
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£1,000,000 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 this contract	£5,000,000 in respect of each claim, without limit to the number of claims	12 months

The *Client* provides the following insurance cover

Only enter details here if *Client* is to provide insurance.

None

.....

.....



Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to **£5,000,000**

The *Consultant's* total liability to the *Client* for other matters is limited to **£50,000**

The *Tribunal* is **Arbitration**

If the *tribunal* is arbitration, the arbitration procedure is **Institution of Civil Engineers Arbitration Procedure**

The place where the arbitration is to be held is **TBA**

The person who will choose the arbiter if the parties cannot agree is **TBA**

Only include these statements if the *tribunal* is arbitration

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

Only enter details here if additional conditions are required.

Transfer of rights

X1 - The *Client* owns the *Consultant's* rights over material prepared for this contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Client* as stated in the Scope and obtains from a Subconsultant equivalent rights for the *Client* over material prepared by the Subconsultant. The *Consultant* provides to the *Client* the documents which transfer these rights to the *Client*.



Limitation of liability

1 – The *Consultant's* liability to the *Client* for the *Client's* indirect or consequential loss is limited to **£50,000**.

2 – The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to **£50,000**.

3 – The *Consultant* is not liable to the *Client* for a matter unless it is notified to the *Consultant* before the *end of liability* date. The *end of liability date* is **2** years after completion of the whole of the services.

.....



The Consultant's Offer

The *Consultant* is

Name

Address

Telephone

E-mail address

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

The name, job, qualifications and experience of *Consultant's* key people are in

The *staff rates* are

person or job	unit of measurement	rate
Project Manager	Hour
Snr Architect/Engineer	Hour
Architect/Engineer	Hour
Grad Architect/Engineer	Hour
CAD/Technician	Hour
Site Supervisor/Contract Administrator	Hour
People not stated here are at open market or competitively tendered rates		

The offered total of the Prices is £

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'.

Signed on behalf of the *Consultant*

Name

Position



Signature Date

The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client*

Name

Position

Signature Date



Price List

Entries in the first four columns are made either by the *Client* or the Consultant.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the Consultant enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the Consultant enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the rates and Prices and the *staff rates*. If expenses are paid at cost, the 'at cost' should be entered into the Rate column.

The Consultant shall allow for all disbursements and expenses incurred as part of this commission within the rates and Prices and the *staff rates* as noted above in so far as can be reasonably expected by an experienced Consultant. The Consultant shall allow for travel to and from his normal office or place of work to attend both site and Client Meetings at the Clients prescribed office within his rates.

Additional Listed Expenses (Disbursements) shall include for the at-cost travel to and from St Helena Island by the most economical means (Economy Class Travel). Accommodation and board whilst in transit (if applicable) and whilst on-island shall be paid in accordance with the current HMRC Worldwide Subsistence Rates, with Saint Helena Island being taken as Ascension Island for such purposes. Staff costs during transit will not be payable as additional disbursements and shall be deemed to have been included within the Consultants Prices and staff rates.

Cost over and above the hourly rates of the relevant personal, relating to travel etc. for additional meetings, shall be agreed in advance with the Client. The Consultant shall allow for the production of 2No. Hard Copies of all reports, drawings and other deliverables. Cost for additional copies shall be agreed in advance with the Client.

Item Number- These Items shall be considered Lump Sums and shall not be subject to any further review or verification.



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

Item number	Description	Unit	Expected quantity	Rate	Price
Client01*	Appraisal Stage as defined in the Section 2.1 of the Schedule of Services to be undertaken by a <u>Lead Consultant</u>	Sum	N/A	N/A	
Client02*	Strategic Briefing Stage as defined in the Section 2.2 of the Schedule of Services to be undertaken by a <u>Lead Consultant</u>	Sum	N/A	N/A	
Client03*	Outline Proposals Stage as defined in the Section 2.3 of the Schedule of Services to be undertaken by a <u>Lead Consultant</u>	Sum	N/A	N/A	
Client04**	Detailed Proposals Stage as defined in the Section 2.4 of the Schedule of Services to be undertaken by a <u>Lead Consultant</u>	Sum	N/A	N/A	
Client05**	Final Proposals Stage as defined in the Section 2.5 of the Schedule of Services to be undertaken by a <u>Lead Consultant</u>	Sum	N/A	N/A	
Client06**	Production Information Stage as defined in the Section 2.6 of the Schedule of Services to be undertaken by a <u>Lead Consultant</u>	Sum	N/A	N/A	
Client07**	<u>Project manage the construction phase of the designed R2 project</u>	Sum	N/A	N/A	
Expenses					
Client08	% adjustment to pre authorised 3 rd Party Invoices procured through the Consultant	%	N/A		N/A
Client9	Provisional Sum for additional Services Identified by the Consultant	PC Sum	N/A	N/A	£
Client10	Pre authorised Consultant Disbursements	PC Sum	N/A	At Cost	£
The total of the Prices is					



Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the services

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

A self-governing overseas territory of the United Kingdom, St Helena is an island of 47 square miles in the South Atlantic. With Cape Town in South Africa some 1,700 miles distant. It has around 60 miles of metalled roads and 50 bridges and culverts.

The island is currently only accessible by sea, using the RMS St Helena, which sails on a roughly 3-week schedule from Cape Town, South Africa (5-Day voyage) or Ascension Island (2-Day Voyage). An airport is nearing completion on the Island but as of yet no date has been set for the planned weekly flights to Johannesburg.

The development of the Wharf in Ruperts means that all goods brought to St Helena by ship will be entering a new wharf and working port located in Ruperts Valley. Warehousing will relocate from Jamestown to Ruperts, and a substantial volume of this cargo will be moved from Ruperts to Jamestown (or beyond) by road.

The route between Ruperts and Jamestown utilises two existing roads, Field Road in Ruperts Valley and Side Path in James Valley. Currently both Field Road and Side Path are of substandard width and alignment to carry the required cargo. Also, the junction at Field Road/Side Path is not suitable for the increased traffic numbers. The R2 project is intended to address all these issues by improving the road link between Ruperts and Jamestown and shall comprise the widening, re-grading and re-alignment of an approximately 3000m stretch of road from the Brow, Jamestown to Ruperts.

Without this it will be difficult to transport cargo safely from Ruperts via Field Road and into Jamestown. This has significant impacts on traders who will have to carry out the operation to maintain stock in Jamestown. If a commuter or tourist route also develops via Ruperts then there will be significant congestion which will impact on tourism, business and the day to day lives of Saints.

Therefore the purpose of this Contract is to provide for the expert Consultancy Services required to progress the scheme from inception through to detailed design, including specification of the requirement for, and management of, any survey and other specialist sub-contracts.



Scope

Tenders are therefore invited from suitably experienced and capable Consultants to act as the “Lead Consultant” for this commission, including for works of the expertise of the “Lead Consultant”, the identification and procurement through this commission of “Specialist Sub-consultants”.

2 Description of the services

Give a complete and precise description of what the *consultant* is required to do.

If items of work have to be provided by a certain date, include a table describing the works and stating the date when it is to be provided.

The Consultant will be required to act as the “Lead Consultant” to Provide the Services.

The Consultancy Services are to be commissioned under the NEC3 Professional Services (Short Contract) (PSSC).

Following the ACE Schedule of Services PART G(a) from Appraisal to Production of Information Stage and the key deliverables there within, but also pricing for potential project management of the delivery of the project, the Consultant will be required to undertake a desk study and walk-over survey from which they shall scope any on site geotechnical & engineering surveys, the requirements for which they shall present to the Client for approval. They shall then be expected to procure (on the Clients behalf) and manage such further site investigations. They shall then produce detailed and final design proposals for the R2 Road Project, the consultant will produce a bill of quantities of the designs. The detail will be sufficient to allow the compilation of Tender Documentation by others for the construction phase, based on the criteria set out below.

- Saint Helena Government will procure the R2 design services using the NEC3 Professional Services Contract.
- The design shall be progressed in line with all appropriate current British Standards, the relevant parts of the Design Manual for Roads & Bridges (DMRB), the Specification for Highway Works (SHW) and TRL Overseas Road Notes. The Client will operate a Technical Approval (Approval in Principal (AiP)) process, through which the Consultant shall clearly layout their methodology for progressing the design, including requests for relaxations and departures from the above standards and which shall be subject to the approval of the Client prior to progression of the detailed design phase.
- The detailed engineering design shall be presented to a degree of accuracy that will enable quantities of principal items of construction materials to be estimated in accordance with the Method of Measurement for Highway Works Volume IV. Such principal items shall include: earthworks (including earthwork cut and fill), sub-base materials, surfacing materials, drainage structures, retaining structures and vehicle restraining systems.
- The detailed design and the production information shall be required to be certified as designed and checked as in compliance with the above standards and the approved AiP.
- The width of the usable surfaced carriageway shall be 5.5m min.
- There shall be no requirement for any provisions for pedestrians or cyclists.



Scope

- The consultant shall allow for the rehabilitation and re use the existing surface course to form sub base.
- The surface course of the road will be a double dressed surface dressing with a polymer modified bitumen emulsion.
- Gradients shall normally comply with those listed Overseas Road Note 6, however where this is proved to be impractical the Consultant may apply for the appropriate departures and/or relaxations on the basis that gradients shall not exceed the existing gradient on that section and efforts must be made to reduce gradients over 14%.
- The Road structure and any retaining structures shall be designed for minimum Gross Vehicle Weights (GVW) of 20T on 2 axles or 30T on 3 axles. Appropriate vehicles shall be defined in accordance with the Design Manual for Roads and Bridges (DMRB) and approved by the Client.
- Future rock fall risk must be considered in the design of the project.
- A section of Side Path that passes over an open excavation formed by a former quarry. A geotechnical survey and investigation of this site (Factual and Interpretive) shall be included within the scope of works. Based on these reports the Consultant shall, by way of a Risk Assessment and Mitigation Report, advise the Client of any remedial measures that may be required to mitigate the risk to the R2 Road in the future. If required remedial solutions may be incorporated into the R2 design.
- The road design shall be taken from the TRL overseas road note 3, road note 6, and road note 31. (link below)
http://www.transport-links.org/transport_links/publications/publications_list.asp?fcriteria=Overseas+Road+Notes&stype=Category&Categoryid=2
- The consultant must detail any areas of specific concern in delivering the project to existing specification.
- Where a 30mph or 50kph design speed is uneconomical to achieve the road will follow existing contours and the road speed will be controlled by signs reducing the maximum speed.
- Realign the Field Road junction to be perpendicular to Side Path or as close to perpendicular as is economically practicable.
- Realign the junction at the Brow known as Seale's Corner to allow safer two way access to Side Path
- The road from the Brow to Rupert's will have designed Vehicle Restraint System https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/223667/traffic-signs-manual-chapter-05.pdf (VRS) constructed from galvanised metal. The design shall conform to European Standard BS EN 1317-1 to -3 and DD ENV 1317-4:2002, and in prEN 1317-5 and prEN 1317-6. Further details can be found on the below link.
<http://www.standardsforhighways.co.uk/ha/standards/dmr/vol2/section2/td1906.pdf>
- All road markings shall be designed in accordance with Department for Transport chapter 5 road markings & will be laid using thermoplastic paint. The roads will have appropriate



Scope

markings at junctions and centre lines. Demarcation for pedestrians shall be added if practical and safe.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/223667/traffic-signs-manual-chapter-05.pdf

- The Consultant shall plan and agree with the appropriate Authorities a Preliminary Site Waste Management Plan (SWMP) where the spoil from the job will be placed and incorporate it into the activity schedule.
- The Consultant shall provide a preliminary Construction Management Plan for inclusion in the Tender Documents.
- The designer shall obtain planning permission when the design has been finalised and agreed with the client.
- Warranty periods shall be 12 months from commissioning date
- Include a price for the project management of the construction phase of the R2 (ACE Stage 5).

Progression of the design will involve various elements of Professional Consultancy Services relating, but not limited, to:-

- *Scoping of further Site Investigation, Topographic and other surveys;*
- *The provision of Geotechnical advice;*
- *Assessment of existing and, if required, remedial design of retaining structures;*
- *Utility Service Provisions, ducting, drainage etc;*
- *Pavement Design;*
- *Detailed Design/Production documentation, including but not limited to Tender drawings and specifications;*
- *Quantity Surveying/Estimation Services;*

The Lead Consultant shall be responsible for identifying the need for any specialist sub-consultants and shall integrate sub-consultants services into the Services as if he had not sub-contracted. The Lead Consultant shall be responsible for the performance and the payment of any sub-consultant through the Contract.

The Lead Consultant's appointment shall be to provide a full scope of services relating to the Geotechnical and Engineering Design as outlined in the "Schedule of Services to be undertaken by a Lead Consultant"



Scope

3 Existing Information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop

- Photos of Site
- Route Map

Existing Site:-

The proposed site is an approximately 3000 linear metre stretch of road from The Brow, Jamestown, to Ruperts. It is essential the consultant conducts a site visit and engages with the client to fully understand the requirements of the brief.

Photographic records shall be made available to the Consultant for review, but shall not in themselves be relied on for design purposes. However no site testing, sampling or laboratory analysis has been undertaken. The Client has access to some basic site testing equipment which may be made available to the Consultant if required, namely:-

- *In situ CBR;*
- *Dynamic Cone Penetrometer;*
- *Plate Bearing Test Rig;*
- *Sieve Analysis;*
- *Drying Oven;*

4 Specifications and standards

List any specifications and standards that apply to this contract.

The design will be required to meet all appropriate UK Design Standards (or Eurocodes with the appropriate UK National Annex), the relevant parts of the Design Manual for Roads & Bridges (DMRB), the Specification for Highway Works (SHW) and TRL Overseas Road Notes.

The Consultant shall be responsible for the coordination and delivery of the Health and Safety File for the Project or the Works.

The file must contain information about the current project likely to be needed to ensure health and safety during any subsequent work, such as maintenance, cleaning, refurbishment or demolition. When preparing the health and safety file, information on the following should be considered for inclusion:

- a brief description of the work carried out;*
- any hazards that have not been eliminated through the design and construction processes, and how they have been addressed (e.g. surveys or other information concerning asbestos or contaminated land);*



Scope

- (c) *key structural principles (e.g. bracing, sources of substantial stored energy – including pre- or post-tensioned members) design and safe working loads for floors and roofs;*
- (d) *hazardous materials used.*
- (e) *information regarding the removal or dismantling of installed plant and equipment (e.g. any special arrangements for lifting such equipment);*
- (f) *health and safety information about equipment provided for maintaining the structure;*
- (g) *the nature, location and markings of significant services, including underground cables; services etc;*
- (h) *Information and as-built drawings of the road.*

There should be enough detail to allow the likely risks to be identified and addressed by those carrying out the work. However, the level of detail should be proportionate to the risks. The file should not include things that will be of no help when planning future construction work such as pre-construction information, the construction phase plan, contractual documents, safety method statements etc. Information must be in a convenient form, clear, concise and easily understandable.

Basic Design loadings and assumptions shall be taken from the relevant British Standards (or Eurocodes with the appropriate UK National Annex) and shall be supplied to the Client for review in the form of a comprehensive Design Statement.

Unless otherwise specified or agreed with the Client any structures to which vehicle loads should be applied shall be either assessed or designed to accommodate the appropriate loading regime as defined in the relevant parts of the Design Manual for Roads and Bridges published by the Highways Agency (UK).

Specifically retaining walls shall be assessed in accordance with BA 55/06 (DMRB 3.4.9) with loadings derived from BD 21/01 (DMRB 3.4.3), with the minimum acceptance criteria being the 18 tonnes.

Rain Data – As a baseline for the purposes of design a storm of 60 minute duration with a return period of 5 years (M5-60) shall be taken as 20.1mm. The ratio of M5-60:M5-2D shall be taken as 0.34896 (BRE Digest 365).

5 Constraints on how the *Consultant* is to Provide the Services

State and constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.



Scope

- *The Consultant shall also be aware that the Island is currently only served by sea, a 5 day voyage from Cape Town, South Africa or 2 days from Ascension Island using the RMS St Helena on a roughly 3-week schedule. An Airport is nearing completion on the island but as yet no date has been confirmed for the commencement of the weekly air service form Johannesburg.*
- *The Consultant shall operate a Quality Management System ideally accredited to ISO 9000;*
- *The Consultant and their Staff shall be appropriately qualified and experienced in undertaking the specific roles to which they are assigned. The Consultant shall nominate individuals to lead the various tasks and these individuals shall not be changed without the prior consent of the Client and any changes shall be, at a minimum, on a like-for-like basis.*
- *The Consultant shall take due cognisance of the Laws of Saint Helena and in so doing shall ensure that any staff, sub-consultants goods and materials attending the island will be subject to the requirements of the Customs and Immigration Services on Saint Helena and of any countries through which they might pass during transit. Consultants will be required to produce and implement full Risk Assessments and Method Statements for any intrusive and investigative works;*
- *The procurement of the commission shall be on a Lump Sum Fee basis for each of the stages outlined in the Scope of Works. The Consultant shall not progress to the next stage of the commission without the prior written consent of the Client;*
- *Notwithstanding any recourse to the application of Clauses 60-63 of the Conditions of Contract, if in the light of any design development the Consultant believes the scope of his works has changed beyond that on which he based his Prices and as described in his Works Proposals (Pricing Methodology) nor could have been reasonably foreseen by an appropriately experienced Consultant at the time of Tendering, the Consultant may apply in writing to the Client, making his case in detail and requesting a review of the fees for subsequent stages though to competition of the commission;*



6 Requirements for the programme

State whether a programme is required and, if it is what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

As a minimum the Consultant should show on the submitted programme:-

- *Appropriate level of resources;*
- *The planned programme to completion proposals for the various stage outlines in the Price List;*
- *The planned date for the presentation of any Reports which should be between 1-2 weeks after the delivery of the report;*
- *The dates for the routine meetings;*
- *An indicative date for any required Clients decisions which shall be 2 weeks after the presentation of the report;*

The programme is to include a Gantt chart. All elements of the programme are to be submitted in paper and electronic copies. The electronic copies shall be in:-

- The software in which the programme was prepared (Microsoft) and
- Adobe acrobat format (pdf)

The programme shall be assessed by the Client as part of the Tender Appraisal process.

7 Information and other things to be provided by the Client

Describe what information and other things the Client is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the client's information technology systems.

Item	Date by which it will be provided
<u>Access to the site for Inspection and Testing</u>	<u>TBA</u>
<u>Access to the Client</u>	<u>TBA</u>



Conditions of Contract

*The Conditions of Contract shall be the **NEC3 Professional Services Short Contract - April 2013** (ISBN 978 0 7277 5889 7) published by Thomas Telford Ltd (www.neccontract.com).*