

G(f)

ACE Schedule of Services – Part G(f)

Civil and structural engineering
For use with ACE Agreement 3 –
Design and Construct

2009 Edition (Scotland)



ace
agreements

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This is Part G(f) referred to in the foregoing *Memorandum of Agreement*

Part G: Schedule of Services for a Consultant appointed by Design and Construct Contractor

Civil and structural engineering

G1 GENERAL

G1.1 Definitions

The following definitions shall apply throughout Part G.

Stages The stages for the performance of the Services as described in this Part G.

Tender Documentation Drawings and other documentation prepared by or for the Contractor to enable Sub-Contractors to interpret their design for the Project or the Works and to submit tenders to the Contractor for all or any part of such Project or Works.

G1.2 Scope

The Consultant has no obligation to supervise, inspect or comment upon the Contractor's workmanship and the services are confined to design and advisory matters only.

G2 THE SERVICES FOR CIVIL AND STRUCTURAL ENGINEERING

Note 1: Each of the services in this Part G is optional and may be deleted.

Note 2: Where the Consultant is employed by a Contractor appointed by the Main Contractor G3.10 and G3.11 should be deleted.

G2.1 Pre-Tender Stage

G2.1.1 Seek from the Contractor the Brief and other instructions describing the Contractor's requirements in cost and time, together with all information and documents to be provided by the Contractor under clause F3.2 of Part F: *The Terms of Contract*.

G2.1.2 Examine any site investigation information provided to the Consultant and discuss with the Contractor the need for arrangements to be made for geotechnical investigations of the site.

G2.1.3 Outline to the Contractor the limitations of the site on the Works caused by the topography and any reasonably identifiable previous uses thereof where such matters are apparent from the documents and other information provided by the Contractor under clause F3.2 of Part F: *The Terms of Contract*.

G2.1.4 Visit the site and study data and information relating to the Project and relevant to the Works which are reasonably accessible to the Consultant, and consider reports relating to the Works which have either been prepared by the Consultant or have been prepared by others and made available to the Consultant by the Contractor.

- G2.1.5 Advise the Contractor on the necessity for any further investigation and if necessary obtain such information as is reasonably available from documents on the existence and extent of public services such as water, gas, electricity, sewerage, culverts, tunnels and telecommunications services and comment to the Contractor on any effect that these may have on the Works, both during construction of the Works and on completion.
- G2.1.6 Discuss with the Contractor the Contractor's and the Consultant's obligations under the Health and Safety at Work etc Act and any relevant statutory instrument issued under that Act.
- G2.1.7 Discuss with the Contractor the need for arrangements to be made for and define the extent of topographical and dimensional surveys of the site, surveys to obtain details of construction in existence on or adjacent to the site, special investigations or model tests.
- G2.1.8 Develop the Contractor's requirements into a documented Brief for the Works. Both the Contractor and the Consultant shall work to the Brief.
- G2.1.9 Liaise as may be necessary with the Contractor to agree a programme for the whole of the design and construction of the Works
- G2.1.10 Prepare an outline pre-tender design of the Works.
- G2.1.11 Provide sufficient preliminary information in relation to the Works in the form of advice, sketches or drawings necessary to indicate the design intent, reports or outline specifications to enable the Contractor to prepare his tender.
- G2.1.12 Provide a report at intervals to be agreed on the progress of the design in relation to the programme.
- G2.1.13 Seek the Contractor's consent to proceed to the Post Tender Stage.

G2.2 Post Tender Stage

After receiving the Contractor's consent to proceed to the Post Tender Stage:

- G2.2.1 Cooperate with any CDM co-ordinator appointed in accordance with the Construction (Design and Management) Regulations 2007.
- G2.2.2 Develop the design of the Works in collaboration with the Contractor and Sub-Contractors and prepare sufficient calculations, drawings, schedules and specifications to enable the Contractor to construct the Works excluding drawings and designs for temporary works, formwork and shop fabrication details, all to a programme agreed with the Contractor. In the case of reinforced concrete work, general arrangement drawings and drawings of non-standard details should be prepared with sufficient information to enable the Contractor to prepare standard details and bar bending schedules for the Works.

G2.2.3 Integrate into the design of the Works any requirements of specialist sub-consultants or Sub Contractors.

G2.2.4 Prepare such details and information relating to the Works as may be required for submission to any appropriate statutory authority excluding any submissions or applications for planning consents and approvals.

G2.2.5 Provide regular reports as at G2.1.12.

G2.3 Construction Stage

G2.3.1 Advise the Contractor on the need for special inspections or tests arising during the construction of the Works.

G3 OTHER SERVICES TO BE PERFORMED BY THE CONSULTANT

G3.1 Prepare any report or provide additional information required for consideration of proposals for the execution of alternative works.

G3.2 Comment to the Contractor on any physical site restrictions which may affect the engineering options for the Works.

G3.3 Advise the Contractor on the need for arrangements to be made for contamination investigations on the site. Arrange as agent for the Contractor when authorised by the Contractor for such investigations to be undertaken, certifying the amount of any payments to be made by the Contractor to the persons or firm carrying out such investigations and advise the Contractor on the results of such investigations.

G3.4 Recommend to the Contractor any necessary remediation works required to the site and/or necessary protection measures required in the building specification as a result of any investigations carried out under G4.1.5.

G3.5 Discuss with the Contractor alternative outline solutions for the Works.

G3.6 Lead and coordinate the activities of Other Consultants and Sub-Contractors appointed by the Contractor to provide design services in relation to the Project.

G3.7 Assist the Contractor with the preparation of Tender Documentation excluding the preparation of bills of quantities.

G3.8 Examine shop fabrication drawings submitted by the Contractor for the Works or parts thereof, in respect of general dimensions, structural adequacy of members and connections and compliance with performance criteria.

G3.9 Assist the Contractor in considering the relative merits of tenders received for carrying out all or parts of the Works.

G3.10 Work consequent upon a decision by the Employer to seek Parliamentary powers.

- G3.11 Work done in connection with any application by the Employer for any order, sanction, licence, permit or other consent, approval or authorisation necessary to enable the Works to proceed including planning consents or approvals but other than applications for approvals under G2.2.4.
- G3.12 Work consequent upon any request by the Contractor to alter any design already prepared.
- G3.13 Prepare details for shop fabrication of structural steelwork, ductwork, metal, timber, or plastics frameworks or other specialist supplied components.
- G3.14 Prepare detailed drawings and bar bending schedules for reinforced concrete work.
- G3.15 Prepare designs and drawings for formwork and other temporary works.
- G3.16 Check and/or advise upon any part of the Works not designed by the Consultant.
- G3.17 Perform work or advise the Contractor on one occasion only in connection with any claim or matter where such claim or matter arises out of any contract for the execution of the Works provided that this service shall not extend to the detailed examination of any financial claim nor to advising the Contractor following the taking of a step in or towards the resolution of any dispute or difference or towards any adjudication, arbitration or litigation in connection with the Works.

G4 SERVICES TO BE ARRANGED BY THE CONSULTANT AND TO BE PERFORMED BY OTHERS

- G4.1 Identifying and finding a suitable third party to undertake any specialist work required, recommending that third party to the Contractor and dealing with any necessary pre-qualification matters, tenders, tender assessments and contract documents leading to a contract between the Contractor and the third party for:
- G4.1.1 Specialist technical advice on any aspect of the Works which is not within the expertise of the Consultant.
- G4.1.2 Legal, financial and professional services other than those offered by the Consultant and within the competence of the Consultant.
- G4.1.3 Services in connection with the valuation, purchase, sale or leasing of lands and the obtaining of wayleaves.
- G4.1.4 Topographical, dimensional, condition or analytical survey of sites or existing works.
- G4.1.5 Contamination investigations on site.
- G4.1.6 Quantity surveying services.

- G4.1.7 Investigation of the nature and strength of existing structures.
- G4.1.8 Model tests or special investigations under G2.1.7.
- G4.1.9 Independent checking of structural and other designs.
- G4.1.10 Special inspections or tests advised by the Consultant under G2.3.1.
- G4.1.11 Preparation, or assistance in the preparation, of an environmental impact assessment in respect of the Project or the Works.
- G4.1.12 Special studies on durability and longevity issues, minimisation of environmental impact and the use of non-renewable resources, and on efficient waste disposal.