



Hillhouseridge, Shottskirk Road, Shotts, ML7 4JS  
Tel: 01501 822015 Fax: [REDACTED] Web: [www.csft.co.uk](http://www.csft.co.uk)

## **CARRON VALLEY FOREST *PATH DEVELOPMENT***

### **CONSULTANTS' BRIEF**

**DRAFT  
(v.1.2)**

**Date: 12 December 2007**

## **Contents**

	<b><u>Page</u></b>
1. Introduction	2
2. Consultants' Brief	3
3. Submission Details	9
4. Details of Fee to be Charged	10

## **Appendix**

Location Map (with access marked)

Map: 'Carron Valley – Proposed Multi-use Path ', 11 December 2007

Layout drawings Routes 5, 6 and 7

Standard Conditions of Appointment of Consultants

Conditions of Contract: ICE 5<sup>th</sup> Edition as amended by CSFT

CSFT Form of Tender

Other documents

## **1. CARRON VALLEY FOREST MTB TRAIL PHASE 2 – INTRODUCTION**

### **1.1 Commission Overview**

*Central Scotland Forest Trust (CSFT, acting on behalf of the Carron Valley Forest Partnership) wishes to engage a consultant to implement a landscape / environmental project, at Carron Valley Forest comprising multi-user path construction to be carried out by contractors appointed by competitive tender and completed in Spring 2008, or otherwise as agreed, with maintenance/defects liability for twelve months from completion. The consultant will be required to carry out surveys and designs, contract documentation, tender action and the appointment of a contractor, and to manage and administer the contract from award to completion and through the defects liability period, and to issue payment certificates throughout the contract to the issue of the Final Certificate.*

### **1.2 The Central Scotland Forest and the Carron Valley Forest Partnership**

Carron Valley Forest is known as a big country wilderness experience in the heart of Scotland and offers a range of activities and experiences of a quality to exceed expectations of users on every visit. The Carron Valley Forest Partnership comprises Forestry Commission Scotland, Carron Valley Development Group, Central Scotland Forest Trust, Stirling Council, North Lanarkshire Council, Scottish Water, and the Clanranald Trust for Scotland. The purpose of the Partnership is to promote the development of sustainable recreational access infrastructure in Carron Valley through advice, grant aid and other means all in accordance with the policies and objectives of the partners, and to carry out such development and maintenance activities, as may be agreed with the Commission in the Forest, funded from private and public contributions in accordance with agreed Project Plans and the Annual Programme of Works.

CSFT is the lead partner in the creation of the Central Scotland Forest, a Scottish Executive initiative which covers the local authority areas of West Lothian, Falkirk, North Lanarkshire, and parts of South Lanarkshire and East Dunbartonshire. The aim of the Forest is to assist the environmental, social and economic regeneration of Scotland's degraded Central Belt through a major woodland establishment programme linked to a range of other multi-benefit non-woodland projects. CSFT has two major roles in the creation of the Forest. Firstly, it acts in a strategic and influencing role, defining the vision and assembling mechanisms and resources. Secondly, it acts as an implementer undertaking many Forest projects including woodland planting, access and recreation works (local and long distance paths including facilities for a range of users). Community consultation forms an integral part of the implementation process.

### **1.3 Carron Valley Forest MTB Path Development**

*Forest Enterprise Scotland has supported the development of the Carron Valley Forest MTB Trail and now seeks to continue with this with the creation of a multi-user path extending for approximately 1.9 km from a point near the entrance to the site.*

*The path will comprise 0.45 km adjacent to Scottish Water's access road to the Carron Valley reservoir, 0.25 km of new path rising uphill through woodland to the top of the reservoir dam, and 1.2 km running alongside the southern side of the reservoir through a mix of open ground and woodland.*

*The consultant will liaise with CSFT and the other members of the Carron Valley Forest Partnership and throughout the commission the consultant's first point of contact will be CSFT and, unless otherwise agreed in writing, the consultant will only take instructions from CSFT and CSFT will be the 'Employer' under the contract for the works.*

## **2. CARRON VALLEY FOREST MTB TRAIL PHASE 2 – CONSULTANTS BRIEF**

### **2.1 Background**

CSFT requires the services of a consultant to enable the successful delivery of the works involved in the project. The consultant will provide pre-contract services comprising development, design, documentation and tender action, and contract services comprising contract management and administration, as detailed herein to take the project through to completion.

The construction work required will be carried out by contractors appointed by competitive tender. It is anticipated that the value of the construction work and associated maintenance, including a budget for contingencies and a change budget, but excluding VAT, will be in the region of £50,000. An indication of the scope and extent of the works can be derived from the documents attached herewith.

### **2.2 Location and Access**

*The Carron Valley Forest Trail is located on land mostly in the ownership of the Scottish Government and is managed on their behalf by Forest Enterprise Scotland. A small part is on land owned by Scottish Water.*

*The site is located in Carron Valley Forest.*

*Access to the site will be from the B818 Denny to Fintry Road (grid reference NS 7232 8386). Within the Carron Valley Forest the forest road network provides access to the various locations of the works. This access is deemed to be sufficient to carry out the works and no other point of access will be used without the consent of CSFT.*

### **2.3 Programme for Implementation**

It is expected that the design and documentation will be complete by ..... and that the contract will be awarded by ..... The works will start on site on ....., with substantial completion on about ..... Defects liability period will be..... Maintenance will be carried out for ..... months after practical completion.

Month	Date	Milestone
		Brief to consultants
		Return of priced documents
		Appointment of the consultant
		Completion of Development and Design
		Completion of Contract Documents and Pre-Tender Cost Estimate
		Preliminary enquiry/notice to contractors to produce tender list
		Tender Documents submitted to CSFT for approval
		Tender dispatch
		Tender return
		Appointment of Contractor
		Pre-Start Meeting
		Start on Site
		<i>Contract Period (to be advised by the Consultant)</i>
		Substantial Completion of the works

		Final Certificate and Completion of the Contract
		Final settlement with consultant

## **2.4 Scope of the Consultancy**

The consultant will be responsible for providing all the services required and will be responsible for appointing sub-consultants as necessary to complete all the elements of the project described below, except as follows.

*Specialist designer, Paul Masson of Cycle Therapy will “flag” the path under an extension to an existing contract with North Lanarkshire Council, to make the route clear to the consultant.*

For the purposes of the Construction (Design and Management) Regulations 2007 the consultant will have the responsibilities of the ‘Designer’. If necessary CSFT will appoint a CDM Co-ordinator, and CSFT will appoint a Principal Contractor.

## **2.5 Work Elements**

### **2.5.1 Development and Design**

The consultant will take instructions from CSFT, review the documents provided, and will consider the particular requirements of the landowners and other parties referred to.

*The consultant will investigate the site, access routes, and space for the contractor’s compound etc.; and will investigate services and other constraints. He/she will carry out a topographical survey if necessary, and will plot the route of the path on plans drawn to scale, will note the scope and nature of the works required to make this a multi-user path, and will note the requirements for drainage and ancillaries; surfacing; and other features.*

Designs will be prepared in compliance with: guidelines set out in SEPA PPG 6 – ‘Working at Construction and Demolition Sites – Pollution Prevention Guidelines’; statutory requirements; industry standards as appropriate. Designs should be buildable.

*The path will be built in accordance with the standards set out in Cycle Therapy’s report ‘Carron Valley Expansion Options’ (January 2006), using stone from quarries located within the Carron Valley Forest, or imported stone, to create a hard-wearing sustainable path surface.*

Any landscaping and environmental improvements should be designed to enhance not only the visual aspects, but also the wildlife and habitat benefits such work can provide.

*For the purposes of the CDM Regs 2007 the consultant will have the responsibilities of the ‘designer’, and as such will advise CSFT how much time should be allowed for the works, and if this is over 30 days / 500 person days will advise CSFT whether a CDM Co-ordinator should be appointed. If so, CSFT will appoint a CDM Co-ordinator, and CSFT will appoint a Principal Contractor.*

*The consultant will assess the design against the requirements of the Disability Discrimination Act 1996 and a record of this assessment will be supplied to CSFT. The consultant will confirm with the relevant authority that this is a permitted development and that no planning consent is required, and will check with the various authorities and other agencies what statutory consents and other approvals are required.*

The consultant will make a brief report on progress to CSFT monthly during the development and design stage referring to estimated costs in relation to the budget, and to the programme.

The Final Design is to be issued to CSFT for approval. Designs supplied to CSFT may be used by CSFT and other members of the Carron Valley Forest Partnership for any reasonable purpose, and we draw attention to CSFT’s Standard Conditions attached, in particular clause 8 where it refers to copyright.

### **2.5.2 Preparation of Contract Documents and Pre-Tender Estimate**

Contract documents will comprise drawings, bills of quantities, specifications, standard conditions of contract, CSFT's amendments to standard conditions of contract (or others with equivalent effect), a standard form of tender, and the Pre-Construction Information, which will be produced in collaboration with the CDM Co-ordinator.

The drawings will be prepared using CAD technology and shall be geo-referenced to the British National Grid, with hard copies for issue at tender stage and construction stage, and electronic copies for the record only.

Bills of quantities will be prepared according to CESMM3 or another standard method of measurement in use in the industry. Specifications will be produced according to industry standards. The contract conditions will be ICE5 as amended by CSFT or another standard industry form of contract. The form of Tender will refer to the Code of Procedure for Single Stage Selective Tendering and in the treatment of errors Alternative 1 will apply.

A copy of the standard CSFT's amendments to ICE5 and a copy of CSFT's standard Form of Tender are attached, and electronic copies can be made available if required.

The contract period will be determined by the consultant with reference to the nature of the site, restriction to access, and the nature and scope of the work, and will allow a reasonable time for the contractor to complete the works to the standard required.

The consultant will consider whether it is to the advantage of the landowners and others to award completion of sections and will advise CSFT accordingly. If it is decided that completion will be awarded for sections of the works this will be stated in the tender documents with reference to ICE5 clause 48(2)(b).

The documents will be sufficient to price and construct the works. They will be submitted to CSFT for approval before being circulated to contractors, and will be accompanied by a pre-tender cost estimate in the form of a priced bill of quantities, with each item priced separately.

The consultant will make himself available to CSFT to assist with replies to tender queries, tender amendments, and the tender report all as noted below.

### **2.5.3 Tender Action and Contract Award**

The tender process will be conducted in strict accordance with the Code of Procedure for Single Stage Selective Tendering. The list of proposed tenderers will be provided to CSFT and CSFT will be satisfied that they are competent before they are contracted.

The consultant will identify contractors to CSFT for approval before they are contacted and will then make preliminary enquiries to confirm that each contractor is capable of constructing the works with a proper regard for health and safety, and is available at the time required, and willing to compete for the work.

*Considering the scale of the project the consultant will be required to identify three contractors to receive a tender and will obtain a firm undertaking from each contractor that given the opportunity to submit a tender they will return a competitive tender without fail.*

The consultant will be responsible for receiving tender queries, for replying to them and for circulating replies.

Tenders will be returned to CSFT, in envelopes supplied by CSFT, for opening, and will then be passed to the consultant for checking and for adjudication. Errors will be dealt with according to the Code of Procedure for Single Stage Selective Tender, Alternative 1. Tenders may be amended by negotiation before acceptance and this will be done in consultation with CSFT and other members of the Carron Valley Forest Partnership.

All priced tender documents will be returned to CSFT with a tender report confirming that the formalities were observed, commenting on the submissions and concluding with recommendations on the award of the contract.

Unsuccessful tenderers will be notified of the results in accordance with the Code of Procedure for Single Stage Selective Tendering.

#### **2.5.4 Contract Management and Administration to Substantial Completion**

The consultant will assume all the duties of the Engineer under the contract. CSFT expects the consultant to demonstrate strong project management skills and to ensure that the works are completed to the standard described in the documents, in the time allowed and for the price agreed.

The consultant will be supplied with one priced copy of the document and an electronic copy for use in the preparation of valuations. The contractor will be supplied with one priced and two un-priced copies of the documents. If the contractor requires further copies they will be supplied at the expense of the contractor.

Amongst other things, the consultant will be responsible for carrying out a walk-in survey with the appointed contractor and the production of a photographic record of the site and access, the conduct of a pre-start meeting to be held at CSFT's offices, and progress meetings, which will be held monthly on site or elsewhere as appropriate (*allow 2*). The consultant will be responsible for the preparation and circulation of minutes, variations and instructions, the issue of interim payment certificates, the issue of the Certificate(s) of Substantial Completion and a photographic record of the works at completion.

The consultant will be expected to visit site during the contract period (allow 8 visits) to monitor progress, and to carry out any inspections required during the works including inspection of sample work and work to be covered, and to agree variations.

The consultant will ensure that the contractor issues a programme as required by the contract and will monitor progress of the works. Where works fall behind programme the consultant will take steps according to the contract to ensure that the contractor gets back on programme.

All variations to the work will be instructed in writing. Instructions will be issued to the contractor and copied to CSFT along with a statement of the price agreed with the contractor, or an estimate of the value of the instruction.

Any instruction leading to delay and extension of time, or to additional costs in excess of the contingency and/or change budget, and any instruction leading to a significant change in the design will be brought to CSFT's attention before being instructed.

During the contract period the consultant will issue payment certificates at monthly intervals. CSFT will also be supplied with copies of payment certificates, which will be accompanied by a copy of the contractor's application or similar breakdown of the payment against bill items, and monthly financial statements including a forecast of the final account.

It is CSFT's view that work should be certified by reference to bill items and not parts of bill items, and that the quantity certified will be the quantity complete and free of defects at the time of certification. No work containing defects should be certified for payment and any work certified and afterwards damaged should be reinstated before the next certificate is issued or should be deleted from that certificate. In this way, we would expect to be able to ensure quality without the need for substantial 'snagging' prior to completion.

In advance of Substantial Completion the consultant will liaise with the relevant parties to ensure smooth handover so that completion and handover to the client is achieved without delay. At the time of Substantial Completion the consultant will provide the CDM Co-ordinator



with copies of 'as built' drawings and any other information required in the preparation of the Safety File.

CSFT will be supplied with copies of certificates of non-completion and completion, and copies of the walk-in photo survey and completion survey.

#### ***2.5.5 Contract Management and Administration during the Maintenance Period***

The consultant will continue in the role of Engineer throughout the period of maintenance (ie the defects liability period), and will amongst other things, issue interim payment certificates at 6 monthly intervals.

CSFT will be supplied with copies of the contractor's maintenance programme and will be given notice in advance of maintenance visits, and copies of the maintenance visit record sheets which will be supplied in the first instance to the consultant.

The consultant will make a brief report to CSFT quarterly, or otherwise as agreed, referring to quality and costs in relation to budget.

#### ***2.5.6 Issue of Defects/Maintenance Certificate and Preparation of the Final Account***

Before the end of the Maintenance Period the consultant will carry out a defects inspection; issue a schedule of defects; inspect any remedial work required; issue a Maintenance Certificate, and agree the value of the Final Account with the contractor, and issue a Final Certificate.

The consultant will then account to CSFT for services and agree final settlement according to CSFT's standard conditions.

### **3. CARRON VALLEY FOREST MTB TRAIL – SUBMISSION DETAILS**

#### **3.1 Fee Submission**

One copy of the brief with Section 4.2 'Fee Submission' completed in all parts and signed and dated should be returned to CSFT in the enclosed tender return envelope, to be received at Hillhouse ridge no later than **2pm on Day, XX Month 2007**.

#### **3.2 Assessment Criteria**

Three consultants have been invited to tender. Each has been selected on the basis of the suitability for the project and their availability at the time required so that the appointment will therefore be made on the basis of the lowest price only. All consultants will be notified of the result of the competition.

CSFT is not bound to accept the lowest or any offer.

#### **3.3 Appointment**

CSFT Standard Conditions of Appointment will apply and are included in Appendix 1.

#### **3.4 Questions**

Questions relating to the Brief should be made in writing (e-mail will be acceptable) to Mark Smillie (mark [REDACTED]) no later than Day, XX Month 2007.

**4. CARRON VALLEY FOREST MTB TRAIL PHASE 2 – DETAILS OF FEE TO BE CHARGED**

**4.1 Fee Calculation**

Based on Descriptions of Required Works given, a fixed priced fee bid is required, **exclusive** of VAT but inclusive of expenses which are judged to be predictable. Although the consultant may have calculated costs on the basis of an estimate of time, or a percentage of the budget, or other basis, no reference should be made to the method of calculation.

The client is not bound to accept the lowest or any offer.

Charges for any agreed additional work outwith the original scope of the Brief and which could not reasonably have been foreseen at the outset of the project are to be negotiated with the appointed consultant.

**4.2 Fee Submission**

The consultant should include below for all professional services needed to deliver the project, including Engineer, Ecologist, Landscape Architect, Quantity Surveyor and any other service required and be inclusive of any expenses that might reasonably be foreseen.

<b>Professional Services</b>	<b>Fee:</b>
<i>Pre-Contract Services</i>	
2.5.1 Development and Design	£
2.5.2 Preparation of Contract Documents and Pre-Tender Estimate	£
2.5.3 Tender Action and Contract Award	£
<i>Contract Services</i>	
2.5.4 Contract Management and Administration to Substantial Completion	£
2.5.5 Contract Management and Administration during Maintenance Period	£
2.5.6 Issue of Defects/Maintenance Certificate and Prep of Final Account	£
<b>TOTAL FEE SUBMISSION</b>	£ _____

**4.3 Offer**

Signature: ..... Practice: .....  
 Capacity : ..... Address: .....  
 Date: ..... Fax No: .....  
 Tel No: ..... E-mail: .....

<b>CARRON VALLEY FOREST PATH DEVELOPMENT</b>			
<b>CONSULTANTS'S BRIEF</b>			
<b>Author</b>	<b>Graeme Moore (CSFT)</b>		
<b>Approval</b>	<b>Jeremy Thompson (FES) to give approval in advance of tender issue</b>		
<b>REVISIONS</b>			
<b>Revision Date</b>	<b>Summary of Changes</b>	<b>Approval Date</b>	<b>New Version</b>
14.05.07	Issued to Jeremy Thompson		v.1
25.05.07	Red Grade routes added at page 6 at request of Jamie ██████ in email of 24.05.07. All advised in email of 25.05.07.		v.1.1
12.12.07	Amended to reflect change to multi-user path December 2007. Since the scheme has been reduced the consultant will be left to advise how long the contract period will be and whether it is 'notifiable' under the CDM Regs 2007.		v.1.2