



**CONTRACT FOR CONSULTING SERVICES
for**

**Design, Engineering, Architectural Drawings
and Supervision of construction of ACECoR
Building**

Between

UNIVERSITY OF CAPE COAST

AND

FAS CONSULT LIMITED

FOR THE BENEFIT OF

AFRICA CENTER OF EXCELLENCE IN COASTAL
RESILIENCE(ACECoR)

CONTRACT

THIS CONTRACT ("Contract") is entered into this **4th day of February, 2021**, BETWEEN **University of Cape Coast** ("the Client") having its principal place of business at **Cape Coast**, OF THE ONE PART and **Messrs. FAS Consult Limited** ("the Consultant") having its principal office located at **Accra** OF THE OTHER PART.

WHEREAS, the University wishes to have the Consultant perform the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES HEREIN HEREBY agree as follows:

- 1. Services**
- (i) The Consultant, **FAS Consult Limited**, shall perform the services specified in Annex A, "Terms of Reference including Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

- 2. Term**
- The Consultant shall perform the Services from the period commencing **5th February, 2021** and ending through, **5th July, 2022** or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
- A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not exceeding a (ceiling) **Six Hundred and Ninety-Two Thousand, Five Hundred and Sixty-Six Ghana Cedis, Eighty-Eight Pesewas. (GH¢692,566.88)**, which is inclusive of local Taxes of **GH¢106,266.88**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under The Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered as per the schedule of payments in "E" below and in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the University's Coordinator;
- (ii) such other expenses as approved in advance by the University's coordinator in accordance with the contract and Financial Proposal.

D. Payment Conditions

Payment shall be made in Cedis and in cheque not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

E. Schedule of Payments

The following payment schedule will be used;

Stages 1 and 2: Scheme Design Proposal, Detailed Design/Working Drawings and Production Information

Submission and acceptance of Scheme Design Proposal, Detailed Design/Working Drawings and Production Information – 20%

Stage 3: Operations on Site and Project Handover Procedures

Payments made in Stage 3 shall sum up to 80% of the Contract Sum. Payments shall be made monthly and be equal to the construction progress stated on the Interim

4. **Project Administration**
- A. Coordinator
- Payment Certificate prior to the submission of the invoice.
- The Client designates the Deputy Director of the Directorate of Physical Development and Estate Management(DPDEM) as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.
- B. Timesheets
- During the course of their work under this Contract, the Consultant's employees providing services under this Contract shall be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.
- C. Records and Accounts
- The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The University reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
5. **Performance Standard**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the University considers unsatisfactory.
6. **Confidentiality**
- The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the University.
7. **Ownership of Material**
- Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the University under the Contract shall belong to and remain the property of the

Client. The Consultant may retain a copy of such documents and software.³

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion or portions of the Contract without the University's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Ghana, and the language of the Contract shall be English.

12. Entire Agreement


This contract constitutes the entire agreement and understanding between the consultant and the client with regard to the subject matter of the contract. This contract supersedes any previous agreements and understanding between the parties.

13. Dispute Resolution

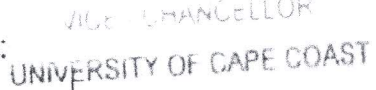
Both Parties will seek in good faith to resolve any dispute which may arise relating to this contract amicably. If the dispute cannot be resolved through such negotiations, the dispute or difference may be settled through arbitration in accordance with Alternative Dispute Resolution Act, 2010(Act 795).

FOR THE UNIVERSITY

Name: Prof. Johnson Nyarko Boampang

Signature: 


Title: Vice - Chancellor

Stamp: 

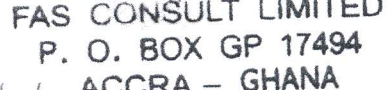
Date: 04/02/2021

FOR THE CONSULTANT

Name: Elikplim Apenyo

Signature: 


Title: Deputy Managing Director - Ops

Stamp: 

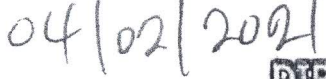
Date: 5/2/2021

WITNESSED BY:

Name: Prof. Dennis W. Ahetu

Signature: 

Title: Director

Stamp: 

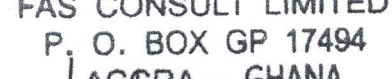
Date: 

WITNESSED BY:

Name: Stephen K. Adu

Signature: 

Title: Deputy Managing Director - Admin.

Stamp: 

Date: 05/02/2021

LIST OF ANNEXES

Annex A: Terms of Reference, Scope of Services

Annex B: Reporting obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

ANNEX A

Terms of Reference

Design, Engineering, Architectural Drawings and supervision of construction of ACECoR Building

Background

As part of the Africa Centre of Excellence Impact Project (ACEIII), the World Bank and the Government of Ghana (GoG) is supporting a five-year capacity building program at the University of Cape Coast to promote coastal resilience within the West and Central African sub-regions. The objective of the Africa Centre of Excellence in Coastal Resilience (ACECoR) Project is to support the development of technical and scientific capacity of young African professionals to develop integrated solutions to address coastal degradation in the countries of intervention through short to long-term professional and academic training programmes. It will deliver high quality postgraduate courses, international caliber research focused on addressing coastal developmental challenges. In this context, University of Cape Coast is leading the World Bank (ACE III) Impact project on Capacity Building sub-component. This will be achieved through partnerships and collaboration with academia, research institutions and industry, locally and internationally.

As part of achieving the broader objectives, the University of Cape Coast intends to apply part of the World Bank Funds under the contract to carry out the following consultancy services:

1. OBJECTIVES OF THE CONSULTING ASSIGNMENT

- 1.1 Fas Consult is required to put together a team or maintain the same team (for the competition) of very competent and most suitable professional personnel and supporting staff with considerable working experience in Ghana to undertake the consulting exercise for the design and construction of the project.
- 1.2 In a bid to ensure that the design and construction processes are successfully executed, the Consultant must put in place a pragmatic system of quality assurance procedures to effectively organize all team players and stakeholders involved in the process. This should be aimed at creating an unyielding and continued effort by all involved to

understand, meet and exceed the requirements of the Client in particular and the society at large.

- 1.3 Fas Consult shall assist in preparation of the Tender documents to enable the works go on tender. Upon selection of a contractor for the project, the Consultant would administer the post-contract /construction phase of the development process, testing, commissioning and eventual hand-over of the facility of the University.
- 1.4 Fas Consult must ensure that the full design working details are provided to the building contractor, realistic cost forecasting is prepared for the Client/Employer (with adequate provision for inflation or price escalation) and the works are properly supervised and managed professionally and efficiently to ensure delivery of the facility within the contract period and to budget. In order to fulfill the above objective, it is essential that the following are achieved: -
 - 1.4.1 A detailed and realistic development and construction programme including milestones must be prepared for the entire project. This should cover both pre-contract and post-contract stages for the process.
 - 1.4.2 Full architectural, structural/civil engineering, mechanical and electrical engineering design details of the scheme shall be provided.
 - 1.4.3 A comprehensive set of bidding documents (i.e. bills of quantities and other related documents) must be prepared to complement the set of drawings.
 - 1.4.4 An effective strategy for the supervision of the works must be devised and presented for consideration.
 - 1.4.5 Arrangements should be made for the training of Employer's staff to manage all equipment and facilities installed in the building that require specialist skills to operate.
 - 1.4.6 Collection of project data should be conscientiously handled to insure all relevant information of the project is made available to the employer upon completion of the works. This would include all cost data, warranties, accommodation schedules, schedules of all fixtures and fittings and data on any spares that may be available for future usage ,full labeling of keys and schedules thereof, and as-built drawings (for all disciplines).

2. SCOPE OF SERVICES

Fas Consult shall assist in the production of all Contract Documents and the administration of the Project Contract. Full details must be provided to ensure that the contractor is not hampered on site with gaps/omissions in documentation. The Team shall also ensure that all requisite approvals are obtained, notices to adjoining land owner/tenants are issued and all other requirements that may affect the execution of the project are properly dealt with.

2.1 Services by the Architect – Team Leader

2.1.1 Scheme Design Proposal

- (a) Review and revise the design scheme incorporating suggested inputs by the Client.
- (b) Develop final scheme design incorporating input of other consultants showing special arrangements, materials and specifications to the Client for approval prior to preparation of working drawings.
- (c) Consult planning authorities, building control authorities, fire authorities, and environmental authorities and utilities providers where relevant.
- (d) Provide information to the Quantity Surveyor for the preparation of the cost plan.

2.1.2 Detailed Design/ Working Drawings and Production Information

- (a) Develop detailed design /working drawings and production information.
- (b) Prepare specifications. Provide information to the Quantity Surveyor for the preparation of a detailed cost plan.
- (c) Provide information for the production of bills of quantity.
- (d) Provide information to discuss with and incorporate input of other consultants into production information.

- (e) Invite tenders from contractors named on a list provided by the Employer.

2.1.3 Operations on Site and Project Handover Procedures

- (a) Administer the terms of the building Contract.
- (b) Conduct meetings with the contractor to review progress.
- (c) Provide information to the Quantity Surveyor for the preparation of regular financial reports to the Africa Centre Of Excellence For Coastal Resilience
- (d) Inspect the progress and quality of the works to determine that they are in accordance with the contract documents.
- (e) Co-ordinate the work not forming part of the Building Contract carried out by persons/firms employed by the University in connection with the project.
- (f) Provide as-built drawings. Compile maintenance and operational manuals.
- (g) Arrange for the testing and commissioning of all equipment installed in the facility as required.

2.2 Services by the Quantity Surveyor

The consultant will make himself familiar with the brief and shall use all reasonable endeavours to implement its terms and shall advise the Client where the consultant believes that any objectives of the brief cannot be achieved and /or there is any conflict between other documents on the brief.

2.2.1 Scheme Design Proposal

- (a) Assist the Architect in the preparation of the scheme design proposal.

- (b) Obtain information from the project Co-coordinator, discuss proposals with and incorporate input of the other consultants into the scheme design
- (c) Review with the Project Co-coordinator and other consultant's alternative design and cost implications. Prepare a cost plan.
- (d) Assist other consultants in consultations with planning authorities, building control authorities, fire authorities, environmental authorities and utilities providers where relevant.
- (e) Assist the Architect to submit scheme design incorporating input of other consultants showing spatial arrangements, materials and specifications to the Architect for the Authority's approval. Provide cost advice to the Architect.

2.2.2 Detailed Design/Working Drawings and Production Information

- (a) Examine information provided by other consultants and revise cost plan if appropriate and report to Project Coordinator for the University's approval
- (b) Obtain from other consultants the Authority's approval of the type of construction, quality of materials and standard of workmanship. Examine production information from the other consultants, prepare a detailed cost plan and report to the Employer.
- (c) Prepare bills of quantities and other related bidding documents.
- (d) Review time-table for construction in conjunction with the Architect.
- (e) Liaise with other consultants and prepare tender analysis; obtain clarification of ambiguity and prepare tender reports. If necessary, arrange interview of tenders. Prepare tender award recommendation and obtain instructions.

2.2.3 Operations on Site and Project Handover Procedures

- (a) Attend regular Site meetings and review progress.

- (b) Receive information from the Architect for the preparation of financial reports to the Authority
- (c) Prepare recommendations for payment on account to the Contractor in accordance with the Building Contract.
- (d) Prepare periodic assessment of anticipated final cost and report to the Authority.
- (e) Value variations and provisional sum works in accordance with the terms of the Building Contract
- (f) Adjust the contract sum in accordance with the terms of the Building Contract.
- (g) Prepare final valuation for final Architect's Payment Certificate; prepare final account statement after the defects liability period in accordance with the terms of the Building Contract.

2.3 Services by the Structural / Civil Engineer

The consultant will make himself familiar with the brief and shall use all reasonable endeavors to implement its terms and shall advise the Client where the consultant believes that any objectives of the brief cannot be achieved and /or there is any conflict between other documents and the brief.

2.3.1 Scheme Design Proposal

- (a) Assist the Architect in the preparation of the scheme design proposal.
- (b) Provide information to other consultants, discuss proposals with and incorporate input of other consultants into the scheme.
- (c) Arrange for the preparation of geotechnical and environmental investigations of the site and topographical and dimension survey of the site; advise the Architect and other consultants of the results.
- (d) Provide information to the Quantity Surveyor for his preparation of a cost plan.

- (e) Consult planning Authorities, building control authorities, fire authorities, environmental authorities and utility authorities providers where relevant.
- (f) Submit scheme design incorporating input of other consultants showing spatial arrangements, materials and specifications to the Architect for the Authority's approval.

2.3.2 Detailed Design /Working Drawings and Production Information

- (a) Develop detail design from the approved scheme design. Provide **structural and civil engineering drawings** to complement the architectural drawings.
- (b) Services to be provided shall include surveys, environmental investigations and drainage below ground.
- (c) Prepare Specification. Provide information to the Quantity Surveyor for the preparation of a detailed cost plan.
- (d) Provide information for the production of bills of quantities.
- (e) Provide information to discuss proposals with and incorporate input of other consultants into production information.

2.3.3 Operations on Site and Project Handover Procedures

- (a) Attend regular site meetings and review progress.
- (b) Provide information to the Quantity Surveyor for the preparation of financial reports to the Authority.
- (c) Provide technical information to the Quantity Surveyor for the valuation of variations, preparation of financial reports and interim valuations.
- (d) Inspect the progress and quality of the works and determine that they are being executed in accordance with the Contract Documents.

- (e) Assist the Architect to coordinate work not forming part of the Building Contract carried out by persons /firms employed by the Authority.
- (f) Provide as-built drawings. Assist the Architect to provide maintenance and operating the manuals.

2.4 Services by the Services Engineering

The consultant will make himself familiar with the brief and shall use all reasonable endeavors to implement its terms and shall advise the Client where the consultant believes that any objectives of the brief cannot be achieved and /or there is any conflict between other documents and the brief.

2.4.1 Scheme Design Proposal

- (a) Assist Architect in the preparation of the scheme design proposal.
- (b) Obtain information from the Architect, discuss proposals with and incorporate input of other consultants into the scheme design.
- (c) Provide information to the Quantity Surveyor for the preparation of a cost plan.
- (d) Consult planning authorities, building control authorities, fire authorities, and environmental authorities and utilities providers in conjunction with the Architect where relevant.
- (e) Assist the Architect to submit scheme design incorporating input of other consultants showing spatial arrangements, materials and specifications to the Architect for the Authority's approval.

2.4.2 Detailed Design/ Working Drawings and Production information

- (a) Develop detail design from the approved scheme design. Provide **Mechanical and electrical engineering services drawings** to complement the architectural drawings.
- (b) The scope of services shall include incoming water, electrical and telephone services/ cold and hot water installations/ including

sanitary appliances/ above ground disposal installations/electrical distribution services, lightening and power including light fittings, lightening protection/fire detection and protection services/ refuse collection point, rainwater collection and distribution and drainage below ground.

- (c) Prepare specifications obtained from the Architect. The Client's approval of the type of construction, quality of materials and standard of workmanship.
- (d) Prepare service bills of quantities. Provide information to the Quantity Surveyor for the preparation of a detailed cost plan.
- (e) Provide information, discuss proposals with and incorporate input of other consultants into production information.

2.4.3 Operations on Site and Project Handover Procedures

- (a) Attend regular Site meetings and review progress.
- (b) Provide information to the Quantity Surveyor for the preparation of financial reports to the Authority.
- (c) Provide technical information to the Quantity Surveyor for valuation of variations preparations of financial reports and interim valuation.
- (d) Inspect the progress and quality of works and to determine that they are being executed in accordance with the Contract Documents
- (e) Assist the Architect to coordinate work not forming part of the Building Contract carried out by persons /firms employed by the Authority.
- (f) Provide as-built drawings. Assist the Architect to provide maintenance and operating manuals.
- (g) Arrange for the testing and commissioning of all equipment installed in the facility as required.

ACECoR Building – Three (3) Floors – The Brief

We intend the building to have the following:

1. Lecture rooms – 5 classrooms (with three smart): three 30 seating capacity per room; and two 15 seating capacity rooms.
2. Tutorial rooms – 2 breakout rooms for tutorials and group work (7-10 students)
3. Laboratories – 4 (large general lab (1), specialized labs (2 – organic and inorganic), wet lab (1) all with shower outlets, + cold room (1) plus offices attached for lab technicians
4. Offices for academic/research/administrators/ postdocs – 25 spread across the floors
5. Offices for PhD students - 1 large room partitioned with 40 cubicles
6. ICT Lab with Office – Large room for computers (30 computers) with an office attached
7. Meeting rooms – 1 room (30- seater capacity with partitioning capacity)
8. Board room – 1 with 30 seating capacity
9. Library with books and installed e-facility – 1 for 50 seating capacity
10. Research commons – 1 large reading area with 50 seating capacity for all postgraduate students
11. Fellows Commons – 3 Reading and seating area for small group discussions of 20 persons for senior researchers/ academics with three small Kitchenette
12. Auditorium – 250 seater
13. Reception area/ General Office (with visitors' washroom)
14. Washrooms - several on every floor
15. Store rooms – 5 of different sizes located on all floors
16. Roof Top restaurant facility – 1 with seating area for 50 persons
17. Car park
18. Recreational area with swimming and sports facilities
19. Landscaped front view with outdoor seating facilities and artifacts
20. Lift/disable friendly access

ANNEX B REPORTING OBLIGATIONS

MONITORING AND REPORTING

The Deputy Director of DPDEM will serve as Project Manager responsible for reporting the progress of the consultancy to the University of Cape Coast.

The Consultants shall prepare progress reports and assist the Deputy Director of DPDEM in reporting progress to Management.

The Consultants shall also prepare a detailed final report at the end of the contract.

These reports should cover aspects such as:

- i. Progress achieved since the previous report as well as overall progress in respect of the consultancy mandate.
- ii. Findings and recommendations towards the overall objectives, including the presentation and discussion of options for policies/procedures.
- iii. Identification of any issues or areas of concern identified as relevant but not within the scope of the project.
- iv. Any delays in the consultancy work program, causes of such delays and corrective measures proposed to address these delays.

REPORTS

The following reports shall be prepared and submitted to the Clients Coordinator.

- i. Inception report: to be submitted after preliminary discussions.
- ii. Progress reports: to be submitted throughout the various stages of the project.
- iii. Draft final report: to be submitted for the Client's input after completion of the assignment.
- iii. Final report: to be submitted after corrections made to the draft final report.

The final report should cover

- a. As-built drawings, maintenance and operational manuals of the building constructed as submitted by the contractor and sub-contractors.
 - b. All relevant project data relating to cost, warranty etc.
 - c. Challenges faced during the execution of the project.
-
- iv. Defect Status report: to be submitted every three months after the completion of the construction work and within the defects liability period.

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4A. FINANCIAL PROPOSAL SUBMISSION FORM



FAS CONSULT LIMITED

CONSULTING ENGINEERS, ARCHITECTS, QUANTITY SURVEYORS, PROJECT MANAGERS

P. O. Box GP 17494, Accra Tel. (233-0302) - 632270

Website: www.fasconsultgh.com Email: info@fasconsultgh.com

Our Ref: ..FAS/PROP/2020/002..

Your Ref:

30th October, 2020

**The Procurement Section
University of Cape Coast
PMB University Post Office
Cape Coast**

Dear Sir/ Madam,

**CONSULTANCY SERVICES FOR DESIGN, ENGINEERING, ARCHITECTURAL DRAWINGS
AND SUPERVISION OF CONSTRUCTION OF ACECoR BUILDING**

FINANCIAL PROPOSAL

We, the undersigned, offer to provide the consulting services for the *The Design, Engineering, Architectural Drawings and Supervision of Construction of ACECoR Building* in accordance with your Request for Proposal dated 12th October, 2020 and our Proposal.

Our attached Financial Proposal is for the sum of **Five Hundred and Eighty- Six Thousand, Three Hundred Ghana Cedis (GH¢ 586,300.00)**. This amount is exclusive of the local taxes, which we have estimated at **One Hundred and Six Thousand, Two Hundred and Sixty-Six Ghana Cedis, Eighty- Eight Pesewas (GH¢ 106,266.88)**.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before 1st February 2021.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

Authorized Signature:  _____

Name of Signatory: Elikplim Afenyo

Title of Signatory: Deputy Managing Director (Ops.)

Name of Consultant: FAS Consult Limited

Address: P.O Box GP 17494, Accra

Email: info@fasconsultgh.com