



**Installation of Higgs' Island Beacon**  
**St George's**  
**Bermuda**

**Annex A**  
**Scope of Work**

**Date: September 2017**

**Project No. 61-58-50**



## Part 1 General

### Scope of Work

- .1 The Works consists of:
  - .1 Removal of sufficient vegetation from the vicinity of the site to facilitate construction,
  - .2 Excavation of rock,
  - .3 Construction of reinforced concrete pad,
  - .4 Collection of steel pole beacon from Client's store,
  - .5 Assembly and Installation of steel pole beacon.
- .2 Removal of the arisings shall be in accordance with the latest editions of the Ministry of Public Works Waste Management Plan.
- .3 The Contractor shall submit method statements to demonstrate how they intend to undertake the construction of the concrete foundation and the subsequent erection of the beacon.
- .4 The coordinates for the beacon are to be:  
  
032° 22.685'N  
064° 39.728'W

## Part 2 Restrictions

- .1 Blockage of channels: All work is to be completed without blocking the channels or disrupting normal marine traffic.

END OF SCOPE OF WORK



## **Installation of Higgs' Island Beacon St George's**

**Bermuda**

**Annex B  
Form of Tender**

**Date: September 2017**

**Project No. 61-58-50**



## Form of Tender

(Note: all sheets form part of the tender)  
**(To be completed by bidder)**

**TO: Permanent Secretary, Ministry of Public Works**

1. We declare that this tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
2. We confirm that we have submitted a bona fide tender, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other bidder.
3. Having examined the tender documents, the Conditions of Contract, the Site, the Drawings and Specifications, and Addenda Nos. \_\_\_\_ to \_\_\_\_ inclusive for the execution of the above named Project, we, the undersigned, offer to execute and complete the whole of the said works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, and Addenda for the lump sum of

\_\_\_\_\_ (words)

\_\_\_\_\_ (figures)

<b>Contract Period:</b>	.....calendar weeks
<b>Proposed Start Date:</b>	..... 2017
<b>Proposed Completion Date:</b>	.....2017

**Tenders will only be accepted in respect of the entire scope of works and not on individual elements.**

4. We acknowledge that the Request for Tenders form is part of our Tender submittal.
5. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to the Tender.
6. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of one hundred and twenty (120) calendar days from the date of this undertaking and shall not withdraw this Tender during this period.
7. We understand that you are not bound to accept the lowest or any tender that you may receive.
8. We confirm having received and complied with addenda number \_\_\_\_\_ to \_\_\_\_\_ (if any).
9. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not



delinquent in making payments for outstanding debts to the Government for Social Insurance contributions, Payroll Tax or other debt recorded by the Accountant General Debt Collection section.

10. We undertake to commence the work within **FOURTEEN (14) calendar days** of the date of the acceptance of this tender.

11. We consent to the collection and use of any information we give to the Government in response to this solicitation document and waive any right to challenge any decision made by the Government to disclose the information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED:**

(signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(block letters) \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

(firm) \_\_\_\_\_

(address) \_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

(signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(block letters) \_\_\_\_\_



**Acknowledgement Letter for Standard Form of Agreement between Government & Contractor**

This is to certify that I, \_\_\_\_\_ (name), in the position of \_\_\_\_\_ hereby acknowledge that I am aware of the terms and conditions of the attached "**Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC)" and as modified by the **Particular Conditions**.

I acknowledge that the following documents have been provided in the Tender Package and at the date of this submission I have no issues with the terms and conditions of this agreement.

1. **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
2. **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) as modified by the **Particular Conditions**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SIGNED:**

(Signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

(Block letters) \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_



Form COP24

**CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

**Notes for the tenderer/bidder**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle, all companies submitting a tender will be required, by way of the signature of a duly authorized representative of the company, to confirm that the tender has been submitted without any form of collusion.

All tenderers must complete and sign a Certificate of Confirmation of Non-Collusion. Any tenders submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the tenderer will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the tenderer and/or any party involved in the matter.

Any tenderer that submits false information in response to a tender, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

**Confirmation of non-collusion**

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any additional information, other than that contained within the tender pack, or supplementary information provided to all bidders.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) \_\_\_\_\_ Status \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Status \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of

\_\_\_\_\_



**COMPANY INFORMATION/QUALIFICATIONS AND REFERENCES**

Name of Company: \_\_\_\_\_

**THE COMPANY SHALL COMPLETE THE FOLLOWING STATEMENTS:**

1. Principal(s) and Director(s) of the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

2. Company Insurance Details:

Workers Compensation Insurance carried:      BD\$ \_\_\_\_\_  
Professional Indemnity Insurance carried:      BD\$ \_\_\_\_\_  
Commercial Grade Liability Insurance carried:      BD\$ \_\_\_\_\_

3. Company Payroll Tax No.: \_\_\_\_\_

4. Company Social Insurance No.: \_\_\_\_\_

5. Company Banking Details:

Name and address of primary bankers:





\_\_\_\_\_  
\_\_\_\_\_

6. Do you have any involvement with other entities that may be seen as a conflict of interest? If so, please provide details:

\_\_\_\_\_  
\_\_\_\_\_

7. The Company has been engaged in business, under the present business name for \_\_\_\_\_ years.

8. Experience in work of a nature similar to that covered in the proposal documents extends over a period of \_\_\_\_\_ years.

9. The following contracts have been satisfactorily completed in the last three (3) years for the persons, companies or authorities indicated:

	Year	Type of Work	Contract Amount	Location and for Whom Performed
(a)				
(b)				
(c)				

10. The following person may be contacted for information concerning the work listed above (list a reference for each contract named):

	Name	Title	Address	Telephone
(a)				
(b)				
(c)				

11. The following contracts are no longer current but have been satisfactorily completed in the last five (5) years for the persons, companies or authorities indicated:

	Year	Type of Work	Contract Amount	Location and for Whom Performed
(a)				
(b)				
(c)				



**12.**

Total Number of Staff	
Number of Bermudians	
Number of Non-Bermudians	
Percentage of Bermudians	

13. All of the above statements as to experience, financial qualifications are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Company.

14. Attach a copy of the Company's Certificate of Incorporation.

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **FIXED PRICE SCHEDULE**

### **CONTRACT PRICE BREAKDOWN**

(TO BE COMPLETED BY THE CONTRACTOR)

All prices (in Bermuda dollars) are to be all inclusive of all other associated works as shown on the Contract Documents, materials, related accessories, storage, transport, assembly, placement, overhead and profit. These rates may be used for determining additions and deletions from the contract sum and for interim payment valuation.

ITEM	DESCRIPTION	QUANTITY	SUM
1.	General Conditions	1	
2.	Construction of concrete foundation	1	
3.	Collection and erection of steel pole beacon	1	
		<b>TOTAL</b>	

**NOTE:** All work detailed on the Contract Documents shall be covered completely by the Total Lump Sum. Individual lump sum items are all-inclusive. If a specific task is not identified separately in the above list, the Contractor shall assume that it is included as part of another related listed item or items, and shall base his lump sum amounts on this assumption.



## UNIT RATE SCHEDULE

(TO BE COMPLETED BY THE CONTRACTOR)

All prices (in Bermuda dollars) in the schedule are to be **inclusive of materials and related accessories, storage, transport, plant and equipment assembly, placement, access, overhead and profit.** These rates may be used for determining additions to, and deletions from, the contract sum.

### Unit Rate Schedule

ITEM	DESCRIPTION	QUANTITY	Rate
1.	Site Supervisor	per hour	
2.	Skilled Labour	per hour	
3.	Unskilled Labour	per hour	
4.	Supply and install T20 rebar	per ft	
5.	Supply and install concrete; C35	per yd <sup>3</sup>	
6.	Barge hire	per day	

All unit rates above shall be considered fully inclusive of delivery, preparation, placing and finishing. For variations to the contract not covered in the preceding price break down rates or the above schedule of unit rates, the price may be determined on the basis of the base material and installation cost plus \_\_\_% for overhead and \_\_\_% for profit and applied separately to the base cost.

END OF FORM OF TENDER



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## **Part 1 GENERAL**

### **1.1 Work Covered By Contract Documents**

.1 Project Identification:

This project consists of the removal of vegetation, excavation of rock, construction of reinforced concrete pad, collection of the steel pole beacon from the Client's store, and the assembly and erection of the steel pole beacon.

.2 Project Location:

Higgs' Island, St George's, Bermuda.

.3 Project Owner:

Ministry of Public Works,  
56 Church Street,  
Hamilton, Bermuda, HM12.

.4 Project Engineer:

Ministry of Public Works,  
Department of Works and Engineering  
3<sup>rd</sup> Floor, 56 Church Street,  
Hamilton, Bermuda, HM12.

### **1.2 Form of Contract**

- .1 Project will be constructed under the FIDIC Short Form of Contract First Edition 1999.

### **1.3 Work Sequence**

- .1 Contractor shall schedule the works coordinating all tasks and elements.

### **1.4 Contractor Use of Site**

- .1 Ascertain boundaries of Site within which work must be confined.  
.2 Use of Site is to be coordinated through the Ministry of Public Works.

### **1.5 Drawings and Specifications Furnished**

.1 Owner Responsibilities:

- .1 One electronic copy of drawings and specifications to Contractor.



.2 Contractor Responsibilities:

- .1 Pay for additional copies of drawings and specifications if required.
- .2 Maintain at Site one complete set of up to date drawings and specifications. Make available to Engineer at any time.

**1.6 Supplementary Drawings**

- .1 Engineer may furnish supplementary drawings to assist proper execution of work. Such drawings will be issued for clarification only and will have same meaning and intent as if included with plans referred to in Contract Documents.

END OF SECTION



## **Part 1 GENERAL**

### **1.1 Utilities and Services**

- .1 Existing Cables are not known to exist within the site.
- .2 The Contractor is, however, responsible for taking the necessary precautions and to protecting and cables and possible other services within the works area.

### **1.2 Setting out and Dimensions**

- .1 The Contractor shall be solely responsible for the accurate setting out of the works and shall employ a qualified surveyor whenever necessary. Any damages which may be incurred as a result of the incorrect setting out of the works shall be the responsibility of the Contractor.
- .2 The Contractor shall be responsible for the maintenance of all bench marks on the site.

### **1.3 Use Of Site**

- .1 Limit use of site to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated. Confine construction and operations to within the boundary shown on drawings.

### **1.4 Working Hours**

- .1 Normal working hours shall be Monday to Saturday 8.00am through to 6.00pm and Sunday working shall be permitted within the hours of 9.00am and 6.00pm.

END OF SECTION



## Part 1 GENERAL

### 1.1 Required Submittals

- .1 The Contractor shall submit the following documents to the Engineers Representative, within 7 calendar days of request:
  - .1 Schedule of Work
  - .2 Construction Method Statements
  - .3 Construction Safety and Health Risk Assessments
  - .4 Environmental Method Statements
  - .5 Samples
  - .6 Certificates

### 1.2 Administration

- .1 Provide to the Engineer for review the submittals specified. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with Work affected by the submittal until review is complete.
- .3 Review submittals prior to submission to the Engineer. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and Contract Documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and will be considered rejected.
- .4 Verify that field measurements and affected adjacent Work are coordinated.
- .5 Contractor's responsibility for errors and omission in submission is not relieved by Engineer review of submittals.
- .6 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Engineer review.
- .7 Keep one review copy of each submission on Site.

### 1.3 Schedule of Work

- .1 Prepare schedule in the form of a linked bar chart. All events, activities and constraints shall be numbered and shall be given a title. Details to be given for each event, activity





or constraint should include:

- .1 its title
  - .2 its scheduled start and finish dates
  - .3 its duration
  - .4 any relevant "must" start or finish dates
- .2 Provide a separate bar for each event, activity, operation or constraint, show proposed progress of all activities. Where applicable, indicate labour, construction crews, plant and equipment to be employed.
  - .3 The key milestones in the construction process shall also be identified. Schedule milestones will include but not be limited to the following:
    - .1 Start of construction
    - .2 Placement of orders for critical equipment items
    - .3 Delivery dates (to site) for critical equipment items
    - .4 Final handover (final completion)
  - .4 Revise and resubmit schedule every two weeks to reflect actual progress of the Works.
  - .5 With schedule updates, provide written explanations to Engineer as to why previously reviewed schedule is not being met (if applicable).
  - .6 Show changes in operations proposed (if required), to complete construction works within Contract Time.
  - .7 No progress payments will be approved until receipt of schedule updates acceptable to the Engineer.

#### 1.4 Method Statements

- .1 Provide Method Statement for each key activity and additionally as requested by Engineer, to show construction methods, equipment and general methodology for carrying out the Work. Relate Method Statement to activities shown on Construction Schedule.
- .2 Method Statements shall identify, among other things:
  - .1 Sequencing of works
  - .2 Methods to ensure appropriate environmental protection
  - .3 Other key tasks as specified in the Contract Documents, and/or as requested by



the Engineer.

**1.5 Certificates**

- .1 Submit certificates of insurances within 10 days after award of Contract and before any work begins at the Site.

END OF SECTION



**GOVERNMENT OF BERMUDA**

Ministry of Public Works

Works and Engineering

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Specifications

Project No. 61-58-50

Installation of Higgs' Island Beacon, St George's

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# **Installation of Higgs' Island Beacon**

**St George's**

**Bermuda**

## **Annex C Specifications**

**Date: September 2017**

**Project No. 61-58-50**



## **Part 1 GENERAL**

### **1.1 Environmental Measures**

- .1 Meet or exceed the requirements of all Bermuda environmental legislation and regulations, including all amendments up to project date provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

## **Part 2 EXECUTION**

### **2.1 Fires**

- .1 Fires and burning of rubbish on site will not be permitted.

### **2.2 Disposal of Rubbish and Waste Materials**

- .1 Collect all rubbish and waste material and dispose of in accordance with the latest editions of the Ministry of Public Works Waste Management Plan.

### **2.3 Environmental Protection**

- .1 When, in the opinion of Engineer, negligence of Contractor results in damage or destruction of local flora and or fauna, or other environmental or aesthetic features beyond work areas as shown on contract drawings, the Contractor shall be responsible, at his expense, for complete restoration including replacement to satisfaction of Engineer.

### **2.4 Pollution Control**

- .1 Control emissions from equipment and plant to Bermuda authorities' emission requirements.
- .2 Prevent extraneous materials from contaminating air, land or water, by vacuum, temporary enclosures, screens, traps or other devices.
- .3 Spills of deleterious substances should be immediately contained and cleaned up in accordance with provincial regulatory requirements. Spills should be reported forthwith to the Engineer.

### **2.5 Storage And Handling Of Fuels And Dangerous Fluids**

- .1 Locate fuel storage facility a minimum of 100 m from any water body in an area approved by the Engineer and construct impermeable dykes so that any spillage is contained.
- .2 Prevent spillage of gasoline, diesel fuel and other oil products into the water and on land. Clean up spills promptly at own cost in accordance with Bermuda regulatory requirements. Report any fuel spills immediately to Engineer.
- .3 Proper use of primers, grouts, bonding adhesives and other hazardous substances will be undertaken to prevent their entry into the water. Substances are to be stored and



mixed on protected surfaces away from site to prevent their entry into waterways and contamination of soils.

- .4 Collect and dispose of used oil filter cartridges and other products of equipment maintenance at industrial waste facility to satisfaction of Engineer.

END OF SECTION



**GOVERNMENT OF BERMUDA**

Ministry of Public Works

Works and Engineering

Drawings and Reference Documents

Project No. 61-58-50

Installation of Higgs' Island Beacon, St George's

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# **Installation of Higgs' Island Beacon**

**St George's**

**Bermuda**

**Annex D**

**Drawings and Reference Documents**

**Date: September 2017**

**Project No. 61-58-50**



ISSUED FOR: TENDER 05/17

AMENDMENTS:

NO	REVISION	BY	APP	DATE

SCALE: AS SHOWN

SURVEY  
PREPARED BY: DATE:

DESIGN  
PREPARED BY: R. GRAHAM-WARD DATE: 04/2017  
CHECKED BY: J. SAMARASEKERA DATE: 04/2017

DRAWING  
PREPARED BY: R. GRAHAM-WARD DATE: 04/2017  
CHECKED BY: J. SAMARASEKERA DATE: 04/2017  
APPROVED BY: J. SAMARASEKERA DATE: 05/2017


PROJECT NUMBER:

PROJECT NAME:

**HIGGS ISLAND  
FOUNDATION DESIGN**

**ST. GEORGE'S**

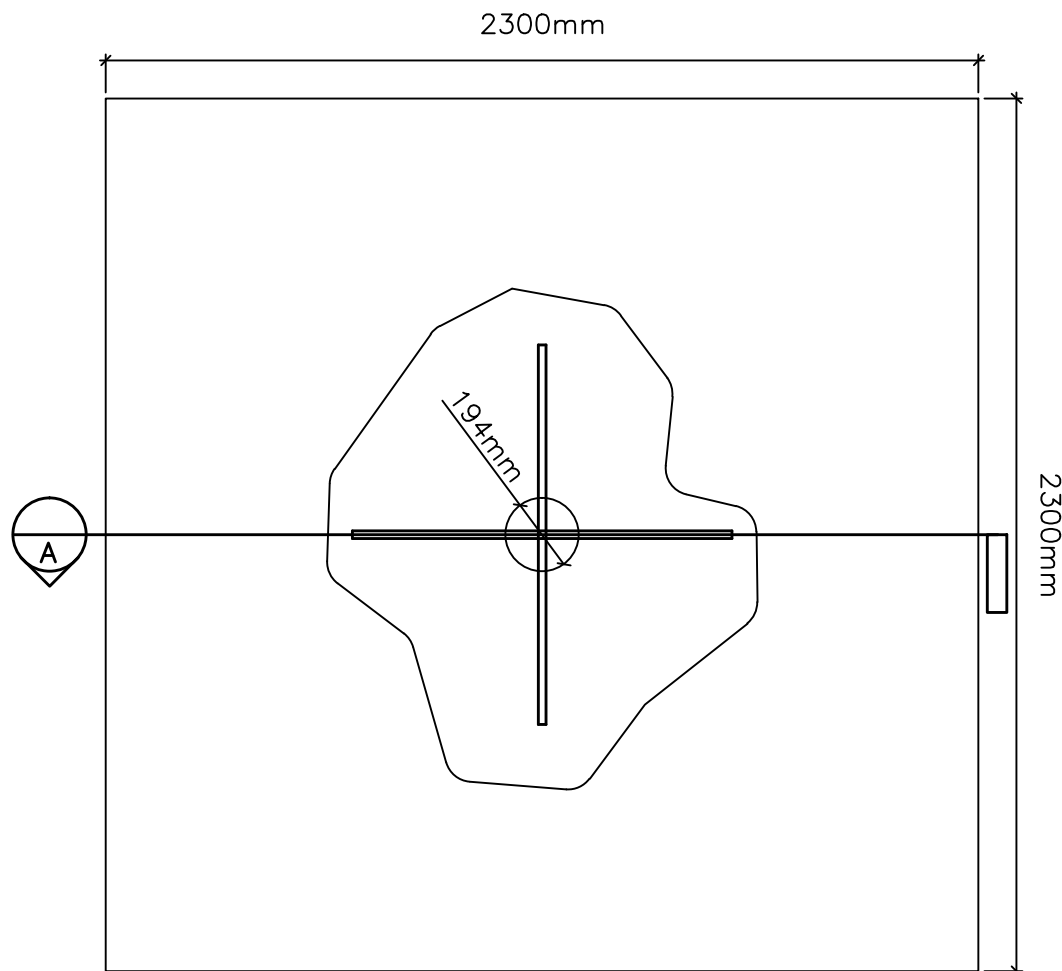
SHEET TITLE:  
**FOOTING PLAN AND  
REINFORCEMENT DETAILS**

SHEET NUMBER: **S-1** REVISION: 

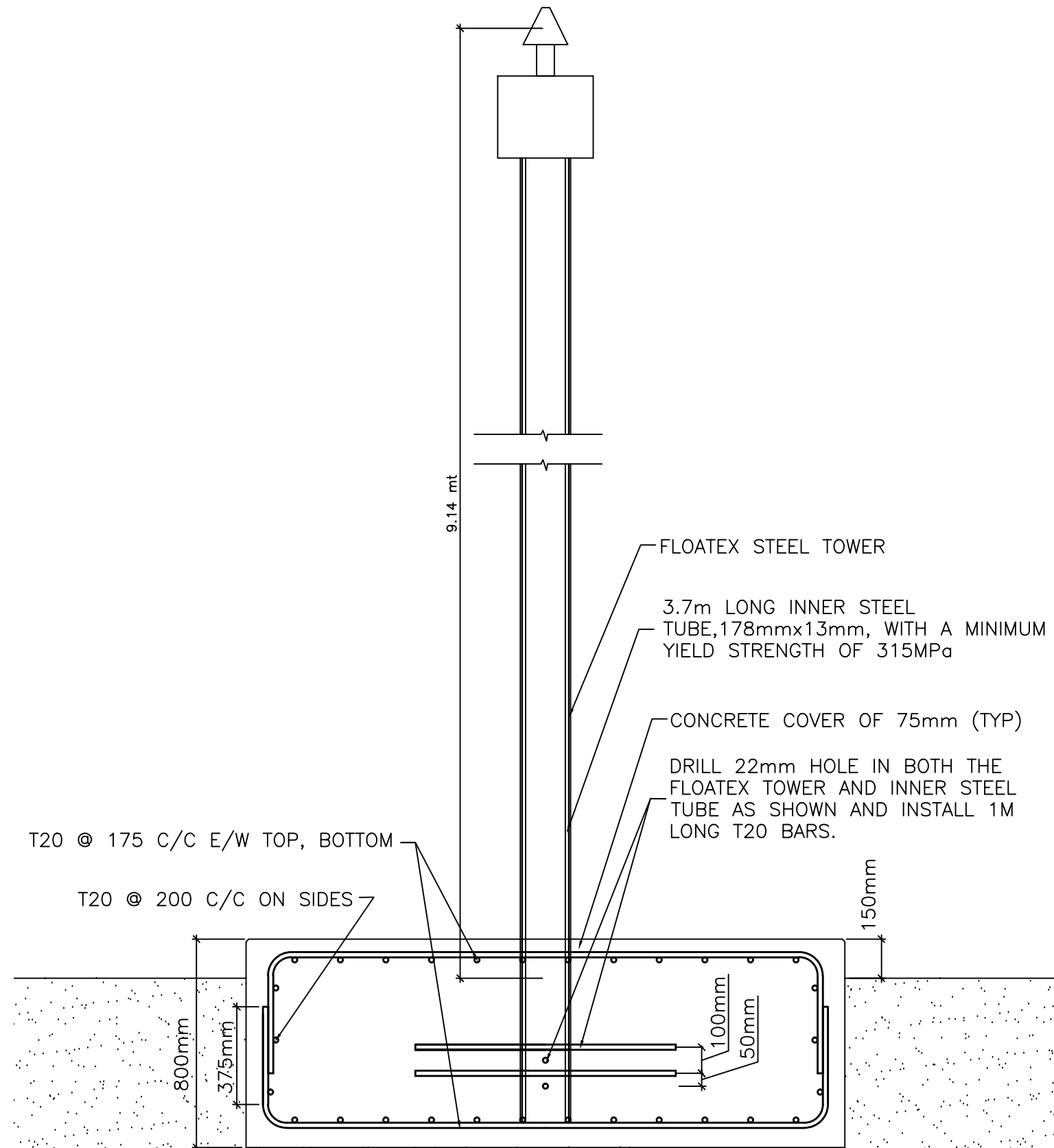
NOTES:

CENTRE OF BEACON TO BE LOCATED  
AT:  
032° 22.685'N  
064° 39.728'W

FOCAL PLANE OF LIGHT TO BE 30'  
ABOVE SURFACE OF ROCK



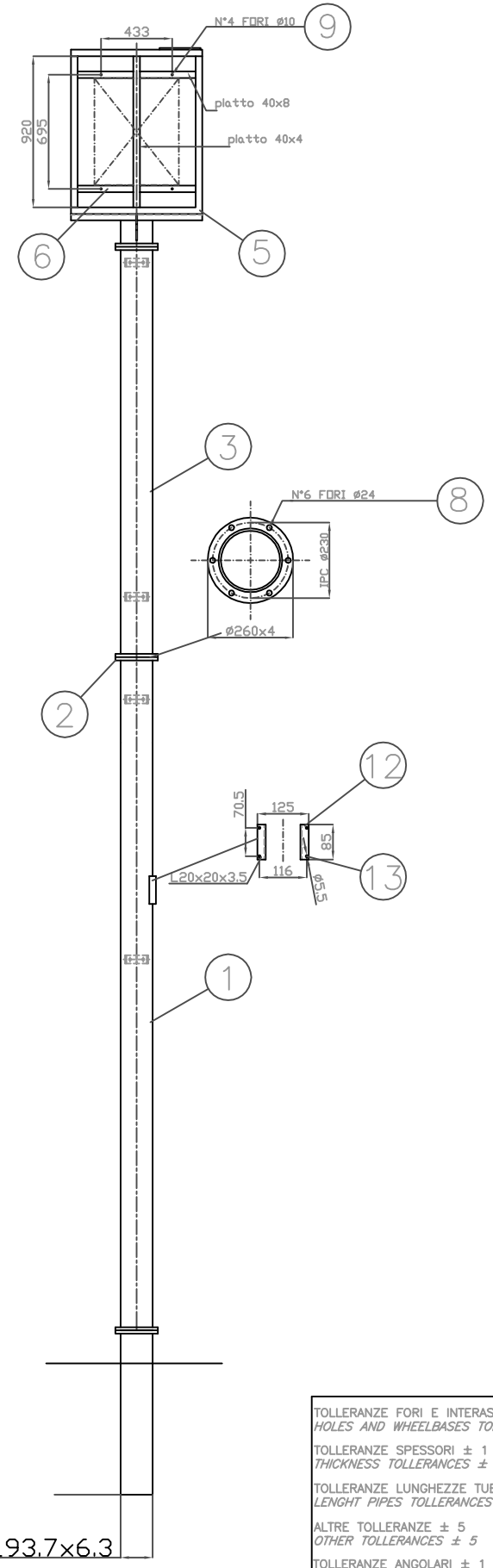
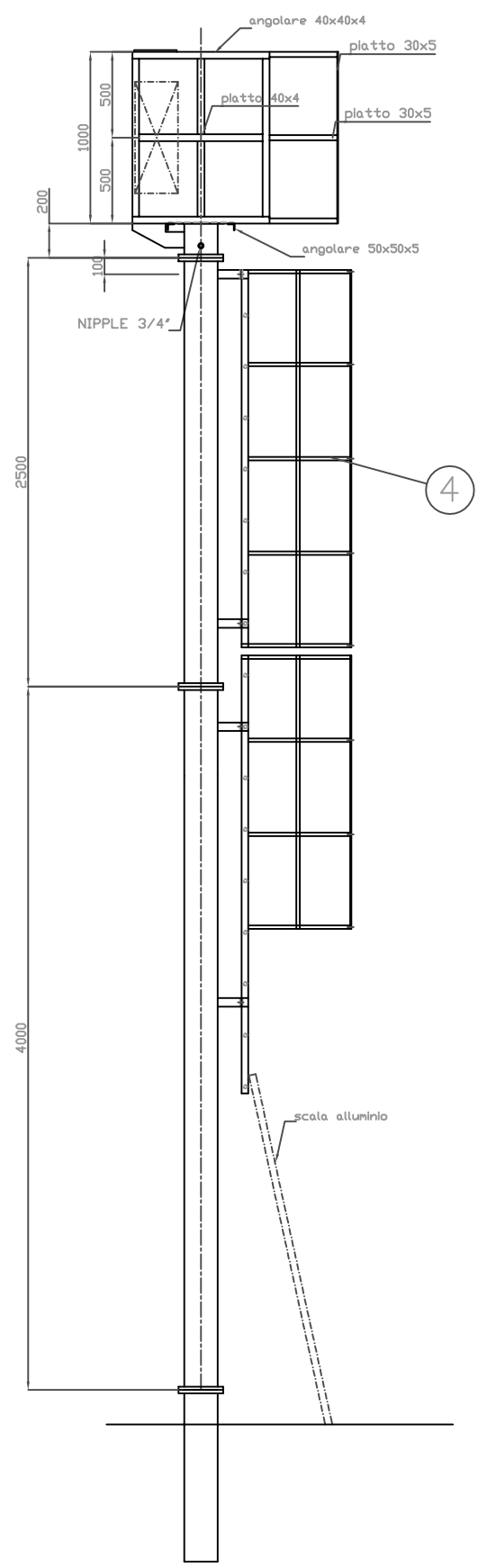
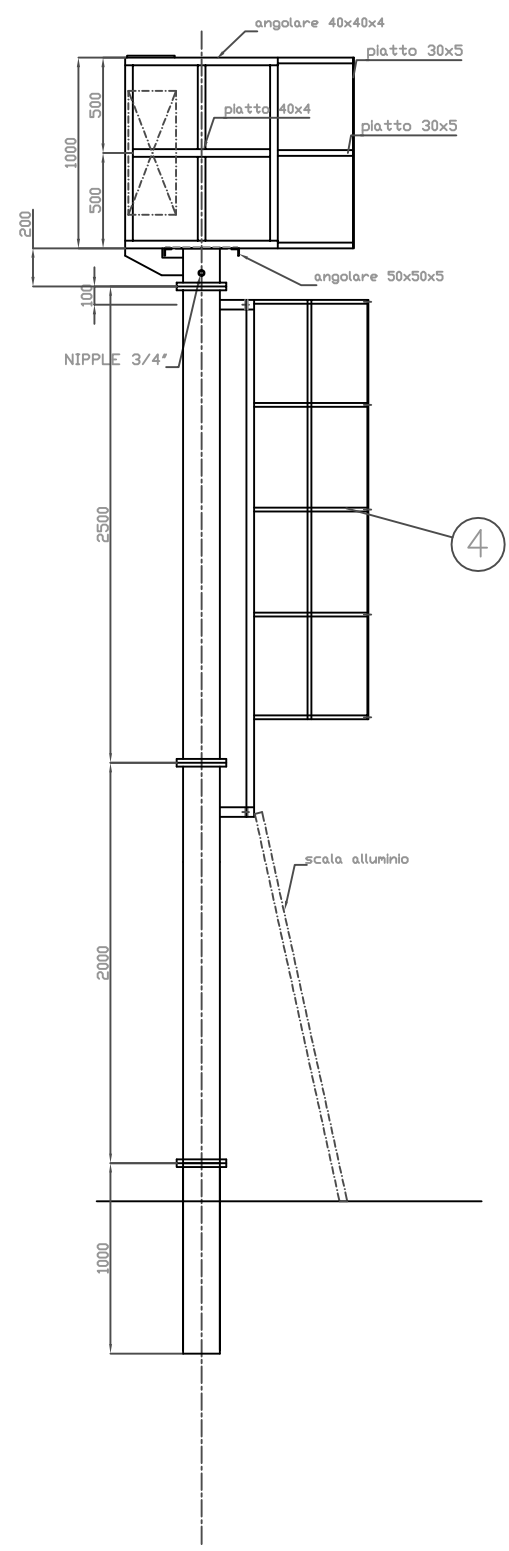
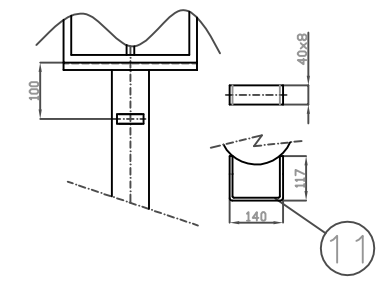
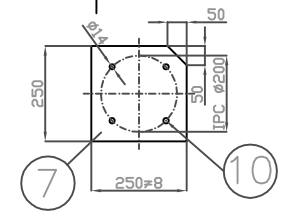
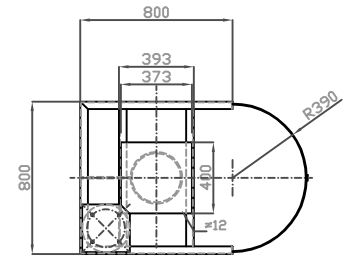
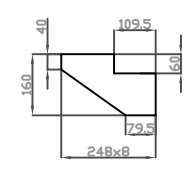
1 PLAN  
SCALE 1:10



2 SECTION A  
SCALE 1:10



PROPRIETARY AND CONFIDENTIAL  
 The information contained in this drawing is the sole property of FLOATEX srl.  
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 FLOATEX srl is prohibited.



Ø193.7x6.3

TOLLERANZE FORI E INTERASSI ± 1  
 HOLES AND WHEELBASES TOLLERANCES ± 1  
 TOLLERANZE SPESSORI ± 1  
 THICKNESS TOLLERANCES ± 1  
 TOLLERANZE LUNGHEZZE TUBI ± 5  
 LENGHT PIPES TOLLERANCES ± 5  
 ALTRE TOLLERANZE ± 5  
 OTHER TOLLERANCES ± 5  
 TOLLERANZE ANGOLARI ± 1  
 ANGULAR TOLLERANCES ± 1

REVISIONS

No	DESCRIPTION	DATE	DRAWN	APPR.
1				
2				

WELDING PREPARATIONS

NOTE

1	BULLONERIA AISI 304
2	ZINCATURA MET.CO.
3	COLORE RAL 3020

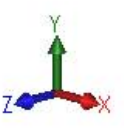
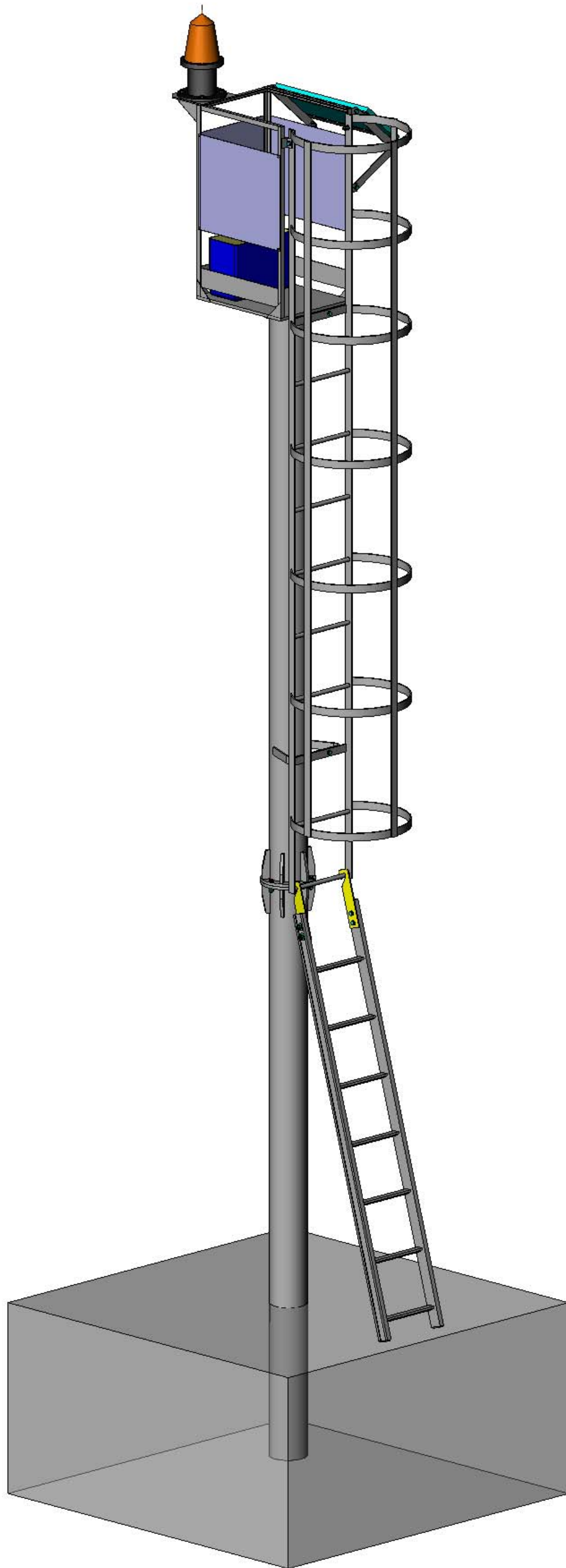
ITEM	DESCRIPTION	UNIT	TOT.	WEIGHT KG
	SCALA ASPORTABILE	ALLUMINIO	1	
	QUADRO GEWISS	46005	1	
13	VITE TESTA SVASATA M5x20+AUTOBLOC		4	
12	ATTACCO TARGHETTA		1	
11	M12x40+DADO AUTOBLOC		4	
10	M12x50+2GREM+GROWER+DADO		4	
9	M8x40+2ROND+GROWER+DADO		4	
8	M16x80+2DADI		6	
7	PIASTRA PORTA FANALE		1	
6	SUPPORTO QUADRO		2	
5	TORRETTA		1	
4	SCALA-SALVAUOMO		1	
3	PALO SUPERIORE		1	
2	FLANGE		2	
1	PALO INFERIORE		1	

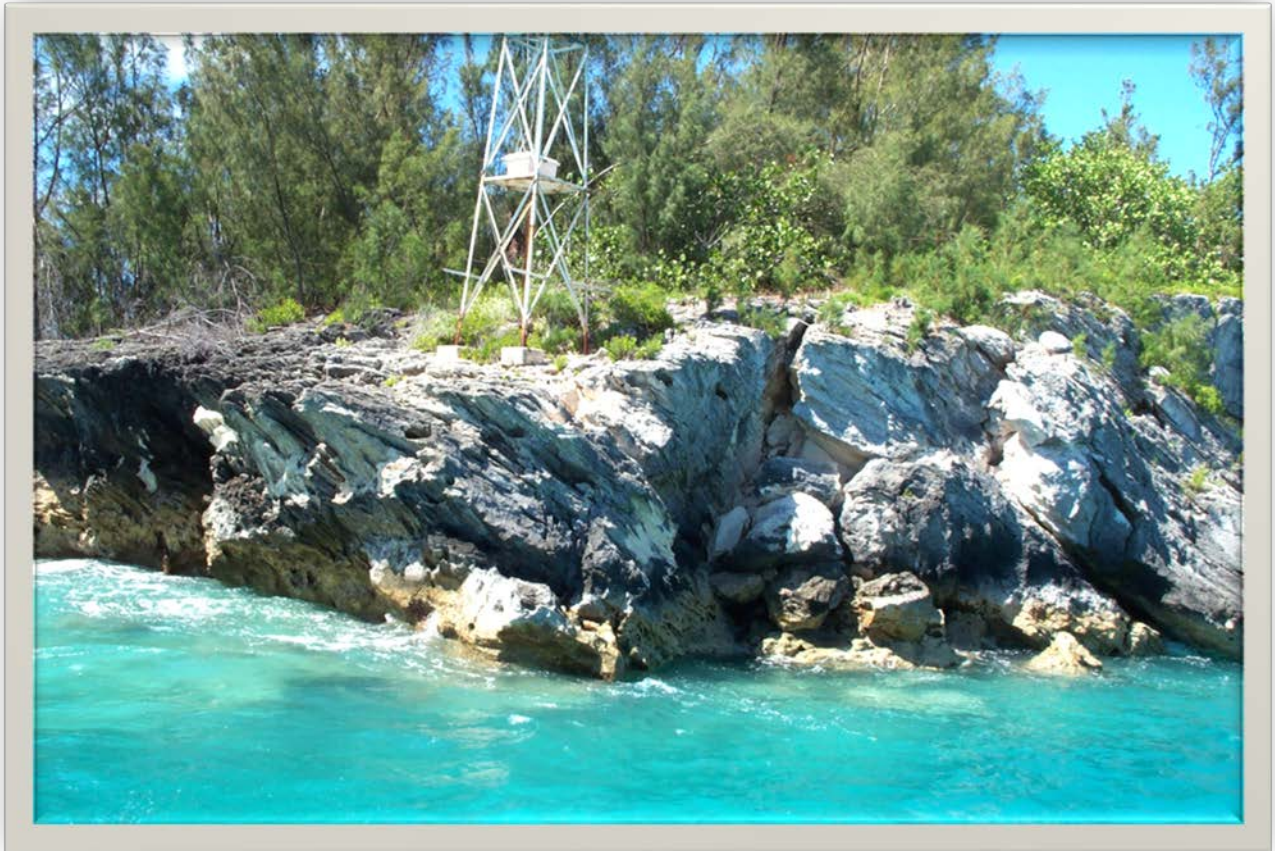
MATERIAL LIST

**FLOATEX** PROVAGLIO D'ISEO (Brescia)  
 Via Cave, 12 - Italy -  
 Tel.: +39-030-9823255  
 Fax: +39-030-9823599

TITLE  
**PALO SEGNALETICO BISCEGLIE**

DRAWING No.	REV.	DRAWN	N.ALBERTI	DATE	28.04.05
CHECKED		P.PARIS		28.04.05	
DIMENSIONI IN mm DIMENSION ARE mm	PROJECTIONS	SCALE	APPR.		
REPLACES DRG. No.	SHEET No.	OF No.	Q.A.		
REPLACED BY DRG. No.					
CONTRACT No.		COMPUTER-FILE No.	PALO BISCEGLIE		





**Figure 1 : Previous Tower Structure**



**Figure 2 : Rock Adjacent to Tower Location**



## **Installation of Higgs' Island Beacon**

**St George's**

**Bermuda**

### **Annex E Short Form of Contract**

**Note: This document is completed and signed at the time of contract award; it does not have to be completed for the Tender submittal**

**Date: September 2017**

**Project No. 61-58-50**

# **Table of Contents**

AGREEMENT

    OFFER

    ACCEPTANCE

APPENDIX

CONDITIONS OF CONTRACT

    1.0 Short Form of Contract - GENERAL CONDITIONS

    2.0 Short Form of Contract - PARTICULAR CONDITIONS

        A. References from Clauses in the GENERAL CONDITIONS

        B. Additional Clauses to be Added to the GENERAL CONDITIONS

## AGREEMENT

**The Employer is** the Ministry of Public Works,  
PO Box HM 525, Hamilton, HM CX, Bermuda

**The Contractor is** \_\_\_\_\_

The Employer desires the execution of certain Works known as \_\_\_\_\_  
Installation of Higgs' Island Beacon, St George's

## OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of  
(in words) \_\_\_\_\_

(in figures) \_\_\_\_\_

Or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before  
(insert date) \_\_\_\_\_

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: \_\_\_\_\_ Authorised to sign on behalf of the Contractor

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Capacity: \_\_\_\_\_

## ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: \_\_\_\_\_ Authorised to sign on behalf of the Ministry of Public Works

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Capacity: \_\_\_\_\_

## APPENDIX

This Appendix forms part of the Agreement.

[Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.]

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority (delete if not applicable)	Document Identification
	(a) The Agreement	_____
	(b) Letter of Acceptance	_____
	(c) Client's Request for Proposal	_____
	(d) Addenda	_____
	(e) Particular Conditions	_____
	(f) General Conditions	_____
	(g) The Specification	_____
	(h) The Drawings	_____
	(i) The Contractor's tendered design	_____
1.1.9	Time for Completion	<u>90</u> days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date
3	Employer's Representatives	Yves Lortie
3.1	Authorised Person	Chief Engineer
3.2	Name and address of Employer's representative (if known)	Chief Engineer Ministry of Public Works, 56 Church Street, Hamilton, HM12



Sub-Clause	Item	Data
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	<u>Not applicable</u>
4.4	Form	<u>Not applicable</u>
5	Design by Contractor	
5.1	Requirements for Contractor's design (if any)	<u>Not applicable</u>
7	Programme	
7.2	Time for submission	<u>Within 14 days of the Commencement Date</u>
7.2	Form of programme	<u>Microsoft Project – Electronic &amp; Paper formats</u>
7.4	Amount payable due to failure to complete	<u>\$ 500 per day up to a maximum of 10% of sum stated in the Agreement</u>
9	Remedying Defects	
9.1	Period for notifying defects	<u>365 days calculated from the date stated in the notice under Sub-Clause 8.2</u>
10	Variation Procedure	
10.2	Day work rates	<u>Attach hourly rates for labour materials and equipment (details)</u>
11	Valuation of the Works	
11.1	Lump sum price	<u>(details)</u>
11.1	Lump sum price with schedules of rates	<u>Not applicable (details)</u>
11.1	Lump sum price with bill of quantities	<u>Not applicable (details)</u>
11.1	Remeasurement with tender bill of quantities	<u>Not applicable (details)</u>
11.1	Cost reimbursable	<u>Not applicable (details)</u>
11.2	Percentage of value of Materials and Plant	Materials <u>80%</u> Plant <u>90%</u>

Sub-Clause	Item	Data
11.3	Percentage of retention	10%
11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0.5 % per annum
14	Insurances	
14.1(a)	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1(a)	Contractor's Equipment	Full replacement cost
14.1(b)	Third party injury to persons and damage to property	\$ 1,000,000.00
14.1(c)	Workers	\$ 1,000,000.00
	Other Cover	
	Exclusions	None
15	Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986 In accordance with the Bermuda Arbitration Act 1986
15.3	Appointing authority	Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda

# CONDITIONS OF CONTRACT

## 1.0 Short Form of Contract - GENERAL CONDITIONS

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The conditions of contract are the **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

The General Conditions of Contract are amended by the Particular Conditions of Contract.

# SHORT FORM of Contract

## GENERAL CONDITIONS

First Edition 1999  
ISBN 2-88432-024-5

FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS  
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS  
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE  
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES



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# General Conditions

## 1 General Provisions

### 1.1

#### Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

- |                          |  |
|--------------------------|--|
| The Contract             | 1.1.1 <b>"Contract"</b> means the Agreement and the other documents listed in the Appendix.  |
|                          | 1.1.2 <b>"Specification"</b> means the document as listed in the Appendix, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document. |
|                          | 1.1.3 <b>"Drawings"</b> means the Employer's drawings of the Works as listed in the Appendix, and any Variation to such drawings.  |
| Persons                  | 1.1.4 <b>"Employer"</b> means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.                                |
|                          | 1.1.5 <b>"Contractor"</b> means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.                                |
|                          | 1.1.6 <b>"Party"</b> means either the Employer or the Contractor.  |
| Dates, Times and Periods | 1.1.7 <b>"Commencement Date"</b> means the date 14 days after the date the Agreement comes into effect or any other date agreed between the Parties.   |
|                          | 1.1.8 <b>"day"</b> means a calendar day.   |
|                          | 1.1.9 <b>"Time for Completion"</b> means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.                                 |
| Money and Payments       | 1.1.10 <b>"Cost"</b> means all expenditure properly incurred (or to be incurred ) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.             |
| Other Definitions        | 1.1.11 <b>"Contractor's Equipment"</b> means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.                      |
|                          | 1.1.12 <b>"Country"</b> means the country in which the Site is located.  |
|                          | 1.1.13 <b>"Employer's Liabilities"</b> means those matters listed in Sub-Clause 6.1.   |
|                          | 1.1.14 <b>"Force Majeure"</b> means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have  |





provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

1.1.15 **"Materials"** means things of all kinds (other than Plant) intended to form or forming part of the permanent work.

1.1.16 **"Plant"** means the machinery and apparatus intended to form or forming part of the permanent work.

1.1.17 **"Site"** means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 **"Variation"** means a change to the Specification and /or Drawings (if any) which is instructed by the Employer under Sub-Clause 10.1.

1.1.19 **"Works"** means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation

---

## 1.2

### Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

---

## 1.3

### Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in the Appendix.

---

## 1.4

### Law

The law of the Contract is stated in the Appendix.

---

## 1.5

### Communications

Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Appendix and shall not be unreasonably withheld or delayed.

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## 1.6

### Statutory Obligations

The Contractor shall comply with the laws of the countries where activities are performed. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

---

# 2 The Employer

---

## 2.1

### Provision of Site

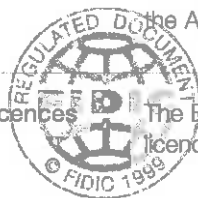
The Employer shall provide the Site and right of access thereto at the times stated in the Appendix.

---

## 2.2

### Permits and Licences

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.





submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2

### Responsibility for Design

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

## 6 Employer's Liabilities

### 6.1

#### Employer's Liabilities

In this Contract, Employer's Liabilities mean :

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
  - b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
  - c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
  - d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
  - e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
  - f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
  - g) design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
  - h) any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.
  - i) Force Majeure,
  - j) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
  - k) any failure of the Employer,
  - l) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately notified to the Employer,
  - m) any delay or disruption caused by any Variation,
  - n) any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
- losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and  
damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.



## 7 Time for Completion

- 7.1 Execution of the Works** The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
- 7.2 Programme** Within the time stated in the Appendix, the Contractor shall submit to the Employer a programme for the Works in the form stated in the Appendix.
- 7.3 Extension of Time** Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Liabilities.
- On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.
- 7.4 Late Completion** If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Appendix for each day for which he fails to complete the Works.

## 8 Taking-Over

- 8.1 Completion** The Contractor may notify the Employer when he considers that the Works are complete.
- 8.2 Taking-Over Notice** The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.
- The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

## 9 Remedying Defects

- 9.1 Remedying Defects** The Employer may at any time prior to the expiry of the period stated in the Appendix, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

9.2

**Uncovering and Testing** The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10 Variations and Claims

10.1

**Right to Vary** The Employer may instruct Variations.

10.2

**Valuation of Variations** Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at daywork rates set out in the Appendix for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials used.

10.3

**Early Warning** A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

The Contractor's entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

10.4

**Right to Claim** If the Contractor incurs Cost as a result of any of the Employer's Liabilities, the Contractor shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

10.5

**Variation and Claim Procedure** The Contractor shall submit to the Employer an itemised make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.



# 11 Contract Price and Payment

**11.1**  
**Valuation of the Works** The Works shall be valued as provided for in the Appendix, subject to Clause 10.

**11.2**  
**Monthly Statements** The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed,
- b) the percentage stated in the Appendix of the value of Materials and Plant delivered to the Site at a reasonable time,

subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

**11.3**  
**Interim Payments** Within 28 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the Contractor's statement less retention at the rate stated in the Appendix, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4.4 (if any).

**11.4**  
**Payment of First Half of Retention** One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the notice under Sub-Clause 8.2.

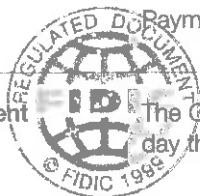
**11.5**  
**Payment of Second Half of Retention** The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after either the expiry of the period stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

**11.6**  
**Final Payment** Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

**11.7**  
**Currency** Payment shall be in the currency stated in the Appendix.

**11.8**  
**Delayed Payment** The Contractor shall be entitled to interest at the rate stated in the Appendix for each day the Employer fails to pay beyond the prescribed payment period.



# 12

## Default

### 12.1

#### Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

### 12.2

#### Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilise from the Site.

### 12.3

#### Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

### 12.4

#### Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the Cost of his suspension and demobilisation together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination.



The net balance due shall be paid or repaid within 28 days of the notice of termination.

# 13 Risk and Responsibility

## 13.1

### Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

## 13.2

### Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the Cost of his suspension and demobilisation,
- c) any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

# 14 Insurance

## 14.1

### Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and
- c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.





**14.2**  
**Arrangements**

All insurances shall conform with any requirements detailed in the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

**14.3**  
**Failure to Insure**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

---

## 15 Resolution of Disputes

**15.1**  
**Adjudication**

Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to adjudication in accordance with the attached Rules for Adjudication ("the Rules"). The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

**15.2**  
**Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

**15.3**  
**Arbitration**

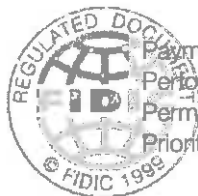
A dispute which has been the subject of a notice of dissatisfaction shall be finally settled by a single arbitrator under the rules specified in the Appendix. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the Appendix. Any hearing shall be held at the place specified in the Appendix and in the language referred to in Sub-Clause 1.5.

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## 2.0 Short Form of Contract - PARTICULAR CONDITIONS

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### Preamble

These Particular Conditions supplement the General Conditions, and shall modify, delete and/or add to the General Conditions. Where any clause, paragraph, or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

### A. References from Clauses in the GENERAL CONDITIONS

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#### 2.0 The Employer

##### 2.2

##### Permits and Licences

##### 2.2.1

Add the following Sub-Clauses:

Where the work of the Contractor is subject to the approval or review of an authority, department of Government, or agency other than the Engineer, such applications for approval or review shall be the responsibility of the Contractor, but shall be submitted through the offices of the Employer and unless authorised by the Engineer in writing, such applications for approval or review shall not be obtained by direct contact by the Contractor with such other authority, department of Government or agency.

##### 2.2.2

The Contractor shall ensure that a valid work permit is in place for all non- Bermudian staff working in Bermuda.

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#### 4.0 The Contractor

##### 4.5

##### Facilities

Add the following Sub-Clauses:

The Contractor shall make his own arrangements for all local accommodation he may require for offices, yards, stores, labour, etc., all buildings and all services in connection therewith which are required for the efficient execution of the Works. The Contractor shall pay proper regard to the prevention of obstruction of public roads and walkways and the avoidance of nuisance to the public and to residents.

##### 4.6

##### Electricity, Water and Gas

The Contractor shall be responsible for the provision of all, power water and other services that he may require for the Works and shall pay and bear all costs associated therewith.

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<b>4.7 Protection of Utilities</b>	The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, telephone, electricity and other services through existing mains and services. Work involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Engineer or competent Authority.
<b>4.8 Reporting of Errors</b>	The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Engineer immediately.
<b>4.9 Damage to Persons and Property</b>	The Contractor shall, immediately on occurrence of any incident involving loss or injury at or about the Site, or in connection with the execution of the Works, report such incident to the Engineer or the Engineer's Representative. The Contractor shall also report such incident to the appropriate Authority whenever such report is required by Law.
<b>4.10 Rates, Wages, Hours and Conditions of Labour</b>	The Contractor shall pay to all Foremen, Craftsmen, and Labourers not less than the rates of wages for the various Foremen, Craftsmen, and Labourers that prevail in Bermuda, and comply with such requirements relating to hours of work and conditions of labour as are or may be laid down from time to time by the Laws of Bermuda.
<b>4.11 Facilities for Staff and Labour</b>	<p>The Contractor shall provide such accommodation and amenities as he may consider necessary for all his expatriate staff and labour, employed for the purposes of or in connection with the Contract.</p> <p>The Contractor shall comply with all local statutes and regulations and any amendments thereto with regard to the health and safety of his employees and others, and shall provide adequate latrines for his workers on the Site to conform with the requirements of the Department of Health.</p>
<b>4.12 Display of Notices</b>	The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.

**4.13  
Alcoholic Liquor and  
Drugs** The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor, or drugs, or permit, or suffer any such importation, sale, gift, barter, or disposal by his sub-contractors, agents, or employees.

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**4.14  
Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same aforesaid.

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**4.15  
Festivals and Religious  
Festivals** The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, public holidays, days of rest, and religious or other customs.

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**4.16  
Epidemics** In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

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**4.17  
Supply of Drinking  
Water** The Contractor shall so far as is reasonably practicable having regard to local conditions provide on the site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking water and other water for the use of the Contractor's staff and work people.

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## **15.0 Resolution of Disputes**

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**15.1  
Adjudication** Delete Clause 15.1 in its entirety.

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**15.2  
Notice of  
Dissatisfaction** This clause is deleted in its entirety and replaced by:  
  
If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, a notice of dissatisfaction shall be issued by either Party to the other Party. Where such notice is given both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise,

arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at an amicable settlement has been made.

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**15.3  
Arbitration**

This clause is deleted in its entirety and replaced by:

Unless settled amicably, any dispute shall be finally settled by arbitration, unless otherwise agreed by both Parties:

- (a) the dispute shall be finally settled in accordance with the Bermuda Arbitration Act 1986
- (b) the dispute shall be settled by arbitrators appointed in accordance with the said Act, and
- (c) the arbitration shall be conducted in the English language.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence nor did arguments previously put before the Engineer to obtain his decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Engineer shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works, by mutual agreement. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.

**B. Additional Clauses to be added to the GENERAL CONDITIONS**

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**16.0  
Arithmetical Accuracy  
of Proposal**

The Client accepts no responsibility for the arithmetical or other accuracy of the Consultant's Proposal. Should it transpire after the Agreement has been executed that there are arithmetical mistakes in the accepted Proposal which would have increased or decreased the total amount of the Proposal had such mistakes not been made, the items affected will be paid for in accordance with the actual measurements of Services performed and with the unit prices inserted against the said items.

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**17.0  
Taxation**

The Contractor shall be required to pay Bermudian Taxes on all Contractor's Equipment (except as described in the Fifth Schedule, Section 2 of the Customs Tariff Act 1970) materials and other things of whatsoever nature brought into Bermuda for the purpose of Contract.

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**18.0  
Bribery**

Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Contractor or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the Employer or of the Engineer or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with the Employer shall in addition to any criminal liability which may be thereby incurred subject the Contractor to the cancellation of this and of all other contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation.

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**19.0  
Debt Recovery**

The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies or otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.

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**20.0  
Strikes and Lock-Outs**

The Contractor shall forthwith notify the Engineer of the commencing of any strike or lock-out and the Engineer on account of any delay caused thereby may, after consultation with the Employer, grant such extension of time as he considers reasonable without prejudice to the right of the Employer to exercise after the expiration of such reasonable extension of time the rights and powers under these Conditions in case of default by the Contractor.

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**21.0  
Members and Staff of  
Employer and Engineer  
not Personally Liable**

Neither the members nor the staff of the Employer or the Engineer shall be in any way personally bound or liable for the acts or obligations of the Contractor under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.



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**22.0**  
**Details to be**  
**Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

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**23.0**  
**Rights and Remedies**  
**Not Waived**

In no event shall the making by the Employer of any payment to the Contractor constitute or be construed as a waiver by the Employer of any breach of Contract, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Employer while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Employer in respect of such breach or default.

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**24.0**  
**Patents**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services by the Consultant in connection with the Project and for no other purpose or project.