

**BLDC Water Wastewater Infrastructure Program  
Tender Package # 3B – Sanitary Sewer Force Main - Southside Area West –  
Piping & Pumping Infrastructure**

**Annex A - Form of Agreement**

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**CONTRACT - Plant and Design-Build Contract - GENERAL CONDITIONS**

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). This document is attached.

The General Conditions of Contract are amended by the Particular Conditions of Contract as listed in **Part A and B** below.

The Contractor acknowledge receiving a copy of the Condition of Contracts referenced above and fully adhere to the terms and conditions stipulated within including Particulars Conditions (Part A and B)

Signature: _____	Authorised to sign on behalf of the Contractor
Name: _____	Date: _____
Capacity: _____	

**AGREEMENT**

**The Employer is**

Bermuda Land Development Company Limited  
1 Triton House, Longfield Road, Southside, St. David's, DD03  
P.O. Box GE 220 St. Georges GE BX , Bermuda

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**The Contractor is**

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The Employer desires the execution of certain Works known as

BLDC Water Wastewater  
Infrastructure Program Tender  
Package # 3B

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**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)

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

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 as per submitted Annex B 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- Particular Conditions of Contract

### Particular Conditions of Contract: *Part A - Contract Data*

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC) within the FIDIC Short Form, First Edition 1999. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. 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, amended and/or deleted/superseded by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the altered or added provisions shall be considered as added, amended, deleted or superseded shall remain in effect. Clause numbers herein refer to the same clause numbers as in the General Conditions.

Ref. GCC Sub-Clauses	Conditions	Data
<b>1.0 General Provisions</b>		
1.1.4.1	Employer's name and address	<b>Bermuda Land Development Company Limited (BLDC)</b> 1 Triton House, Longfield Road, Southside, St. David's, DD03 P.O. Box GE 220 St. Georges GE BX , Bermuda
1.3.1	Documents forming the Contract listed in order of priority	(a) The Contract Agreement (Annex A) with Particulars (Part A & B) (b) Letter of Acceptance (b) Annex B – Pricing Proposal Price breakdown (c) Appendix D – FIDIC Acknowledgement (d) Addenda (e) Annex C -Specifications (f) Drawings (g) any other Annexes and documents forming part of the Contract
1.4.1	Governing Law	Bermuda Arbitration Act 1986
1.4.2	Ruling language /Communications	English
1.6.1	Statutory Obligations	Laws of Bermuda
<b>3.0 Employer's Representative</b>		
3.2.1	Employer's Representative and Engineer's name	Stephen Tucker, BLDC Special Projects Manager
3.2.2	Engineer's & Employer's Representative	Adel Wehbi, Milhouse Eng. Sam Watters, On-Site Eng. Keith Claridge,
<b>7.1 Time for Completion</b>		
7.1.1	Time for Completion	18 Weeks after NTP date Issuance
7.1.2	Form of Programme	Microsoft Project – Electronic Format
7.1.3	Time for access to the Site	<u>14</u> days after Award Issuance
7.1.4	Normal working hours	Bermuda allowed Daytime Working hours.

7.4.5	Maximum amount of delay damages (Penalties)	\$250 per day up to a maximum of 10% of the final Contract Price.
7.4.6	NTP means Construction Field Startup date	Within 14 Days of issuance of Award letter.
<b>Ref. GCC Sub-Clauses</b>	<b>Conditions</b>	<b>Data</b>
<b>9.0 Defects Liability</b>		
9.1.1	Defects Notification Period	365 days After Taking Over Notice Issued by Employer under Sub-Clause 8.2
<b>10.0 Variations and Claims</b>		
10.2	<b>Variations and Claims</b> -Day work rates	Signed Tender Annex B– Contract Price Breakdown for Unit prices And Hourly/Daily Rates
<b>11.0 Contract Price and Payment</b>		
11.1.1	Lump Sum Price Subject to Re-Measurement	Annex B - Proposal Price Breakdown
11.1.2	Currency of payment	Bermuda Dollars
11.2.1	Percentage of Retention	__10__%
11.3.1	Percentage of value of Materials and Plant	Materials 80% Plant 90%
11.7	Rate of Interest	0.5% Per Annum
<b>14.0 Insurance</b>		
14.1.1	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1.2	Contractor's Equipment	Full replacement cost
14.1.3	Third party injury to persons and damage to property	\$ 2,000,000.00
14.1.4	Workers Compensation	\$ 2,000,000.00
14.1.5	Periods for submission of insurance: a. evidence of insurance. b. relevant policies	__14__ days __14__ days
<b>15.0 Claims Disputes and Arbitration</b>		
15.3.1	Rules and Appointing Authority	In accordance with the Bermuda Arbitration Act 1986
15.3.2	Place of Arbitration	Bermuda

## Particular Conditions of Contract: *Part B* - Special Provisions

### Sub-Clause 1.1: Definitions

- 1.1.1 Delete the whole contents and replace with:  
“**Contract**” means the Contract Agreement Annex A, the Letter of Acceptance, the Letter of Tender, these Conditions, the Employer’s Design Documents & Specifications, the Schedules, the Contractor’s Proposal Annex B, Annex C, Annex D, Annex E, Annex F, Annex F, and the further documents (if any) which are listed in the Contract Agreement Annex A or in the Letter of Acceptance.
- 1.1.1.1 Add the whole Content:  
“**Letter of Acceptance**” means the Contract Agreement and the date of issuing or receiving the letter of Acceptance means the date of Contract Agreement.
- 1.1.4.2 Add the whole Content:  
“**Employer’s Representative**” means the person named as the Employer Representative in the Contract Data and the Engineer, the Engineer’s Representative (if Appointed), and all other staff, labor and other employees of the Engineer of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a Notice from Employer or the Engineer to the Contractor.
- 1.1.4.3 Add the Whole Content  
“**Engineer**” means the person named in the Contract Data appointed by the Employer to act as the Engineer for the purposes of the Contract.
- 1.1.4.4 Add the whole Content:  
“**Engineer’s Representative**” means the natural person who may be appointed by Engineer or stated in the Contract Data.
- 1.1.4.5 “Particular Conditions” means the document entitled particular conditions of contract included in the Contract, which consist of Part A – Contract Data and Part B – Special Provisions.
- 1.1.4.6 “**Programme**” Means a detailed time programme prepared and submitted by the contractor to which the Engineer has given (or is deemed to have given) a Notice of No- objection under Sub- Clause 8.3 [Programme]
- 1.1.4.7 “**Time for Completion**” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data as may be extended under Sub-Clause 8.5 [Extension of Time for Completion], calculated from the Commencement Date.

**3 Employer's Representative:** Add the following Sub-Clauses:

**3.3**

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**The Engineer** The Employer shall appoint the Engineer, who shall carry out the duties assigned to the Engineer in the contract. The Engineer shall be vested with all the authority necessary to act as the Engineer under the Contract.

If the Engineer is a legal entity, a natural person employed by the Engineer shall be appointed and authorized to act on behalf of the Engineer under the Contract.

**3.4**

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**The Engineer's Representative** The Engineer may appoint an Engineer's Representative and delegate to him/her in the authority necessary to act on the Engineer's behalf at the Site,

The Engineer's Representative (if appointed) shall be based at the Site the whole time that the Works are being executed at the Site. If the Engineer's representative is to be temporarily absent from the Site during the execution of the Works, an equivalently qualified, experienced and competent replacement shall be appointed by the Engineer, and the Contractor shall be given a Notice of such replacement

**3.5**

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**Engineer's Instructions** The Engineer may issue to the Contractor (at any time) instructions which may be necessary for the execution of the Works, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from the Engineer's Representative (if appointed) or an assistant to whom the appropriate authority to give instruction has been delegated to.

Subject to the following provisions of this Sub-Clause, the Contractor shall comply with instructions given by the Engineer or the Engineer's Representative (if appointed) or delegated assistant, on any matter related to the contract.

If an instruction states that it constitute a Variation, Sub-Clause 10.1{*Right to Vary*} shall apply.

If not so stated, and the Contractor considers that the instruction:

- (a) Constitutes a Variation (or involves work that is already part of an existing Variation); or
- (b) Does not comply with applicable Laws or will reduce the safety of the Works or is technically impossible

The Contractor Shall immediately, and before commencing any work related to the instruction, give a Notice to the Engineer with reasons. If the Engineer does not respond within 7 days after receiving this Notice, by giving a Notice confirming, reversing or varying the instruction, the Engineer shall be deemed to have revoked the instruction. Otherwise the Contractor shall comply with and be bound by the terms of the Engineer's response.

## 4The Contractor

Add the following Sub-Clauses:

- 4.5** \_\_\_\_\_  
**Protection of Utilities** The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, data/communications, 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 Employer.
- 4.6** \_\_\_\_\_  
**Electricity Water & 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.  
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
- 4.7** \_\_\_\_\_  
**Reporting of Errors** The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Employer immediately.
- 4.8** \_\_\_\_\_  
**Damage to Persons & Property** 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.
- 4.9** \_\_\_\_\_  
**Rates, Wages, Hours and Conditions of Labour** 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.
- 4.10** \_\_\_\_\_  
**Facilities for Staff & Labour** 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. 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 to the requirements of the Department of Health.
- 4.11** \_\_\_\_\_  
**Display of Notices** The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.
- 4.12** \_\_\_\_\_  
**Alcoholic Liquor & 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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**4.13 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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**4.14 Festivals & Religious Festivals** The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, public holidays, days of rest, and religious or other customs.

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**4.15 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.

## **7.0 Time for Completion**

Delete Sub-Clauses 7.2, and replace with the following:

### **7.2 Programme**

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The Contractor shall submit an initial programme for the execution of the Works to the Engineer within 28 days after receiving the Notice under Sub-Clause [Commencement of Works]. This programme shall be prepared using programming software stated in the Specification (if not stated, the programming software acceptable to the Engineer). The Contractor shall also submit a revised programme which accurately reflects the actual progress of Works, whenever any programme ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations.

The initial programme and each revised programme shall be submitted to the Engineer in one paper copy, one electric copy and additional paper copies (if any) as stated in the Contract Data, and shall include:

- a) The Commencement Date and the Time for Completion, of the Works and of each Section (if any);
- b) The date right of access to and possession of (each part of) the Site is to be given to the Contractor in accordance with the time (or times) stated in the Contract Data. If not stated, the dates the Contractor requires the Employer to give right of access to and possession of (each part of) the Site;
- c) The sequence and timing of inspections and test specified in, or required by, the Contract;
- d) For a revised programme: the sequence and timing of the remedial work (if any) to which the Engineer has given a Notice of No-objection under Sub- Clause [Defects & Rejection] and/or the remedial work (if any) instructed under Sub- Clause [Remedial Work];
- e) All activities (to the level of detail stated in the Specification), logically linked and showing the earliest and the latest start and finish dates for each activity, the float (if any), and critical path(s);
- f) The dates of all locally recognized days of the rest and holiday periods (if any);
- g) All key delivery dates of Plant and Materials;

- h) For a revised programme and for each activity: the actual progress to date, any delay to such progress and the effects of such delay on other activities (if any); and
- i) If a revised programme, identification of any significant change(s) to the previous programme submitted by the Contractor; and
- j) The Contractor's proposals to overcome the effects of any delay(s) on the progress of the Works.

**10.0  
Variations and  
Claims**

Delete Sub-Clauses 10.1 & 10.5, and replace with the following and Add Sub-Clause 10.6

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**10.1  
Right to Vary**

Variations may be initiated by the Engineer at any time before the issue of the Taking-Over Certificate for the Works

The Contractor shall be bound by each Variation instructed and shall execute the Variation with due expedition and without delay, unless the Contractor promptly gives a notice to the Engineer stating (with detailed supporting particulars) that;

- a) The varied work was Unforeseeable having regard to the scope and nature of the Works described in the Specification;
- b) The contractor cannot readily obtain the Goods required for the Variation;

**10.5  
Variation & Claim  
Procedure**

**Variation Procedure**

10.5.1

The Engineer may instruct a Variation by giving a Notice (describing the required change and stating any requirements for the recording of Costs) to the Contractor in accordance with the Sub- Clause 3.5 [Engineer's Instructions].

The Contractor shall proceed with execution of the Variation and shall within 28 days (or other period proposed by the Contractor and agreed by the Engineer) of receiving the Engineer's instruction, submit to the Engineer detailed particulars including:

- a) A description of the varied work performed or to be performed, including details of the resources and method adopted or to be adopted by the Contractor;
- b) A programme for its execution and the Contractor's proposal for any necessary modifications if any) to the Programme according to Sub-Clause [Programme] and to the Time for Completion; and
- c) The Contractor's proposal for adjustment to the Contract Price by valuing the Variation in accordance with Clause 11 [Contract Price and Payment], with supporting particulars (which shall include identification of any estimated quantities and, if the Contractor incurs or will incur Cost as a result of any necessary modification to the Time for Completion, shall show the additional payment ( if any) to which the Contractor considers that the Contractor is entitled) If the Parties have agreed to the omission of any work which is to be carried out by others, the Contractor's proposal may also include the amount of any

loss of profit and other losses and damages suffered (or to be suffered) by the Contractor as a result of the omission.

Thereafter, the Contractor shall submit any further particulars that the Engineer may responsibly require.

The Engineer shall then proceed under Sub- Clause [Agreement or Determination] to agree or determine:

- a) EOT, if any; and/or
- b) The adjustment to the Contract Price (including valuation of the Variation in accordance with Clause 11 [Contract price and Payment] using measured quantities of the varied work)

#### 10.5.2 **Claims**

The claiming Party shall give a Notice to the Engineer, describing the event or circumstance giving rise to the cost, loss, delay for which the Claim is made as soon as practicable, and no later than 28 days after the claiming Party became aware, or should have become aware, of the event or circumstance (the "Notice of Claim" in these Conditions).

If the claiming Party fails to give a Notice Claim within this period 28 days, the claiming Party shall not be entitled to any additional payment, the Contract Price shall not be reduced (in the case of the Employer as the claiming Party), the Time for Completion (in case of the Employer as the claiming Party) shall not be extended, and the other Party shall be discharged from any liability in connection with the event or circumstance giving rise to the Claim.

After Notification to the Engineer, Contractor shall submit a "fully detailed Claim" means a submission which includes:

- a) A detailed description of the event or circumstance giving rise to the Claim;
- b) A statement of the contractual and/or other legal basis of the Claim;
- c) All contemporary records on which the claiming Party relies; and
- d) Detailed supporting particular of the amount of additional payment claimed (or amount of reduction of the Contract Price in the case if the Employer as the claiming Party), and/or EOT claimed (in case of the contractor)

#### **10.6 Value Engineering**

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The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted:

- a) Accelerate completion
- b) Reduce the cost to the Employer of executing, maintaining or operating the Works,
- c) Improve the efficiency or value to the Employer of the completed Works; or
- d) Otherwise be of behalf to the Employer

The proposal shall be prepared at the cost of the Contractor and shall include the details as stated in the sub-paragraph a to c of the Sub-Clause [Variation by Instruction]

The Engineer shall, as soon as practicable after receiving such a proposal,

respond by giving a Notice to the Contractor stating his/her consent or otherwise. The Engineer's consent or otherwise shall be at the sole discretion of the Employer. The Contractor shall not delay any work while awaiting a response.

If a proposal under his Sub-Clause, to which the Engineer gives his/her consent, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

- i. The Contractor shall design this part at his/her cost; and
- ii. Sub-clause 5.1 & 5.2 [Design by Contractor] shall apply

## **11.0 Contract Price And Payment**

Delete Sub-Clauses 11.1, and replace with the following and Add Sub-Clause 11.1.1:

### **11.1**

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**Valuation of the Works** Except as otherwise stated in the Contract, the Engineer shall value each item of work by applying the measurement agreed or determined in accordance with Sub-Clause [method Of Measurement], and the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Bill of Quantities in "Annex B" or other Schedule or, if there is no such an item, specified for similar work.

Any item for work which is identified in the Bill of Quantities in "Annex B" or other Schedule, but for which no rate or price is specified, shall be done deemed to be included in other rates and prices in the Bill of Quantities in "Annex B" or other Schedules(s)

A new rate or price shall be appropriate for an item of work if:

- a) The item is not identified in, and no rate or price for this item is specified in, the Bill of Quantities or other Schedule and no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract;
- b) The work is instructed under Clause 13 [ Variations and Adjustments] and sub-paragraph (a) or (b) above applies

### **11.1.1**

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#### **Method of Measurement**

The method of measurement shall be as stated in the Contract Data or, if not so stated, that which shall be in accordance with the Bill of Quantities in "Annex B" or other applicable Schedule(s).

Except as otherwise stated in the Contract, measurement shall be made of the net actual quantity of each item of the Permanent Works and no allowance shall be made bulking, shrinkage or waste.

## **15.0 Resolution of Disputes**

Delete Sub-Clauses 15.1, 15.2 & 15.3 in its entirety and replace with the following:

## 15.1

### **Agreement or Determination**

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When carrying out his/her duties under this Sub-Clause, the Engineer shall act neutrally between the Parties and shall not be deemed to act for the Employer. Whenever these Conditions provide that the Engineer shall proceed under this Sub-Clause to agree or determine any matter of Claim, the following procedure shall apply:

#### 15.1.1 **Consultation to reach agreement**

The Engineer shall consult with both Parties jointly and/ or separately, and shall encourage discussion between the Parties in an endeavor to reach agreement. The Engineer shall commence such consultation promptly to allow adequate time to comply with the time limit for agreement under Sub-Clause [Time Limits]. Unless otherwise proposed by the Engineer and agreed by both parties, the Engineer shall provide both Parties with a record of the consultation.

If agreement is achieved, within the time limit for agreement under Sub-Clause [Time Limits], the Engineer shall give a Notice to both Parties.

#### 15.1.2 **Engineer's Determination**

The Engineer shall make a fair determination of the matter or Claim, in accordance with the Contract, taking due regard of all relevant circumstances.

Within the time limit for determination under Sub-Clause 15.1.3 [Time Limits], the Engineer shall give a Notice to both Parties of his/her determination. The Notice shall state that it is a "Notice of the Engineer's Determination", and shall describe the determination in detail with reasons and detailed supporting particulars.

#### 15.1.3 **Time Limits**

The Engineer shall give the Notice of agreement, if agreement is achieved, within 42 days of within such other time limit as may be proposed by the Engineer and agreed by both Parties (the "time limit for agreement" in these Conditions), after:

- a) In the case of a matter to be agreed or determined (not a Claim), the date of commencement of the time limit for agreement as stated in the applicable Sub-clause of these Conditions;
- b) In the case of a Claim under Sub-Clause 10.5.2 [Claims], the date the Engineer receives a Notice under SubClause 10.5.2 from the claiming party;

#### 15.1.4 **Effect of the agreement or determination**

Each agreement or determination shall be binding on both Parties (and shall be compiled with by the Engineer) unless and until corrected under this Sub-Clause or, in the case of a determination, it is revised by Engineer's Instruction.

If an agreement or determination concerns the payment of an amount from one Party to the other Party, the Contractor shall include such an amount in the next Statement and the Engineer shall include such amount in the Payment Certificate that follows that Statement.

If, within 14 days after giving or receiving the Engineer's Notice of agreement or determination, any error of a typographical or clerical or arithmetical nature is found:

- a) By the Engineer: then he/she shall immediately advise the Parties accordingly; or
- b) By a Party: then that Party shall give a Notice to the Engineer, stating that it is given under this Sub-Clause and clearly identifying the error. If the Engineer does not agree there was an error, he/she shall immediately advise the Parties accordingly

## 15.2

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### **Dissatisfaction with Engineer's determination**

If either Party is dissatisfied with a determination of the Engineer:

- a) The dissatisfied Party may give a Notice of Dissatisfaction (NOD) to the Engineer
- b) This NOD shall state that it is a "Notice of Dissatisfaction with the Engineer's Determination" and shall set out the reason(s) for dissatisfaction
- c) This NOD shall be given within 28 days after receiving the Engineer's Notice of the determination under Sub-Clause [Engineer's Determination] of, if applicable, his/her Notice of the corrected determination under Sub-Clause [Effect of the agreement or determination] (or, in the case of a deemed determination rejecting the Claim, within 28 days after the time limit of determination under Sub-Clause [Time Limits] has expired); and
- d) Thereafter, either Party may proceed under sub-Clause 15.3 [Arbitration]

In the event that a Party fails to comply with an agreement if the Parties under this Sub-Clause or a final and binding determination of the Engineer, the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sun-Clause 15.3 [Arbitration].

## 15.3

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### **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 Works.

## C. Additional Clauses to be added to the GENERAL CONDITIONS

### 16.0 Plant, Materials and Workmanship

Add the following sections :

#### 16.1

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##### **Manner of Execution**

The Contractor shall carry out the manufacture, supply, installation, testing and commissioning and/or repair of Plant, the production, manufacture, supply and testing of Materials, and all other operations and activities during the execution of the Works:

- a) in the manner (if any) specified in the Contract;
- b) in a proper workmanlike and careful manner, in accordance with recognized good practice; and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

#### 16.2

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##### **Inspection**

The Employer's Personnel shall, during all the normal working hours stated in the Contract data and at all other reasonable times:

- a) have full access to all parts of the Site and to all places from which natural Materials are being obtained;
- b) during production, manufacture and construction (at the Site and elsewhere), be entitled to:
  - i. examine, inspect, measure and test (to the extent stated in the Specification) the Materials, Plant and Workmanship,
  - ii. check the progress of manufacture of Plant and production and manufacture of Materials, and
  - iii. make records (including photographs and/or video recordings); and
- c) carry out other duties and inspections, as specified in these Conditions and the Specification

The Contractor shall give the Employer's Personnel full opportunity to carry these activities, including providing safe access, facilities, permissions and safety equipment.

The Contractor shall give a Notice to the Engineer whenever any Materials, Plant or work is ready for inspection, and before it is to be covered up, put out of sight, or packaged for storage or transport. The Employer's Personnel shall then either carry out examination, inspection, measurement or testing without unreasonable delay, or the Engineer shall promptly give a Notice to the Contractor that the Employer's Personnel do not require to do so.

If the Contractor fails to give a Notice in accordance with this Sub-Clause, the Contractor shall, if and when required by the Engineer, uncover the work and therefor reinstate and make good, all the Contractor's risk and cost.

**16.3**

**Testing by the Contractor**

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This Sub-Clause shall apply to all tests specified in the Contract, other than the tests after Completion (if any)

The Contractor shall provide all apparatus, assistance, documents and other information, temporary supplies of electricity and water, equipment, fuel, consumables, instruments, labor, materials and suitably qualified, experienced and component staff, as are necessary to carry out the specified tests efficiently and properly. All apparatus, equipment and instruments shall be calibrated in accordance with the standards stated in the Specification or defined by applicable Laws and, if requested by the Engineer, the Contractor shall submit calibration certificates before carrying out testing.

The Contractor shall give a Notice to the Engineer, stating the time and place for the specified testing of any Plant, materials and other parts of the Works. The Notice shall be given in the reasonable time, having regard to the location of the testing, for the Employer's Personnel to attend.

**16.4**

**Defects and Rejection**

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If, as a result of an examination, inspection, measurements or testing, any Plant, materials, Contractor's design (if any) or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer shall give a Notice to the Contractor describing the item of Plant, Materials, design or workmanship that has been found to be defective. The Contractor shall then promptly prepare and submit a proposal for necessary remedial work.

If the Contractor fails to promptly submit a proposal (or revised proposal) for remedial work, or fails to carry out the proposed remedial work to which the Engineer has given (or is deemed to have given) a Notice of No-objection, the Engineer may:

- a) instruct the Contractor under sub-paragraph (a) and/or (b) of Sub-Clause [Remedial Work]; or
- b) Reject the Plant, Materials, Contractor's design (if any) or workmanship by giving a Notice to the Contractor, with reasons, in which case sub-paragraph (a) of Sub-Clause [Failure to Remedy Defects] shall apply.

**17.0**

**Taxation**

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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.

**18.0**

**Bribery**

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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 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 Employer of the commencing of any strike or lock-out and the Employer, on account of any delay caused thereby, may 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****Laws, Regulations and Orders**

The Contractor shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Contract. He shall conform similarly with any such Laws, Regulations and Orders which may come in to force after the date of this Agreement.

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**22.0****Construction of Contract**

The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the Parties shall be in accordance with the Laws for the time being in force.

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

Neither the members nor the staff of the Employer 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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**24.0****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. 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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**25.0****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.

*END OF CONTRACT DOCUMENTS*

**Field  
Works**

**ANNEX B Price Form  
Breakdown**

(Note: all sheets form part of the proposal)

ITEM	DESCRIPTION	UNIT	RATE	QUANTITY	SUM
1	Mobilization	Lump Sum		1	
2	Traffic Control	Lump Sum		1	
3	<b>Installation of BLDC Furnished</b> – 4 - inch PVC Electrical Conduit	LF		5,475	
4	<b>Installation of BLDC Furnished</b> – 3 - inch PVC Electrical Conduit	LF		1,225	
5	<b>Installation of BLDC Furnished</b> – 2 - inch PVC Electrical Conduit	LF		3,685	
6	<b>Installation of BLDC Furnished</b> – 1.5 -inch PVC Electrical Conduit	LF		50	
7	<b>Installation of BLDC Furnished</b> – 1 - inch PVC Electrical Conduit	LF		200	
8	<b>Installation of BLDC Furnished</b> - Handholes	Unit Rate per Each		12	
9	<b>Installation of BLDC Furnished</b> - 4 inch PVC Lateral Piping	LF		3,191	
10	<b>Installation of BLDC Furnished</b> - 6- inch HDPE Green Stripe Pipe for Sanitary Sewer	LF		5,475	
11	Supply of Fittings (Itemized Bill of Materials Sheet)	Lump Sum		1	
12	Excavation for <b>Trench Type 1</b>	CuFt		246	
13	Installation of <b>Trench Type 1</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		164	
14	Excavation for <b>Trench Type 2</b>	CuFt		196	
15	Installation of <b>Trench Type 2</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		87	

BLDC WATER & WASTEWATER PROGRAM TENDERING PACKAGE #3B  
SANITARY SEWER FORCE MAIN-SOUTHSIDE AREA WEST

ITEM	DESCRIPTION	UNIT	RATE	QUANTITY	SUM
16	Excavation for <b>Trench Type 3</b>	CuFt		23	
17	Installation of <b>Trench Type 3</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		10	
18	Excavation for <b>Trench Type 4</b>	CuFt		365	
19	Installation of <b>Trench Type 4</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		163	
	Excavation for <b>Trench Type 7</b>	CuFt		10,530	
	Installation of <b>Trench Type 7</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		1170	
20	Excavation for <b>Trench Type 8</b>	CuFt		23,820	
21	Installation of <b>Trench Type 8</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		3,183	
22	Excavation for <b>Trench Type 9</b>	CuFt		3,825	
23	Installation of <b>Trench Type 9</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		400	
24	Excavation for <b>Trench Type 11</b>	CuFt		9,400	
25	Installation of <b>Trench Type 11</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		170	
26	Excavation for <b>Trench Type 12</b>	CuFt		12,370	
27	Installation of <b>Trench Type 12</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		920	
28	Excavation for <b>Trench Type 15</b>	CuFt		420	
29	Installation of <b>Trench Type 15</b> – Includes all pipe fittings, utility identification tape, subbase, backfill, embedment and compaction	LF		120	

BLDC WATER & WASTEWATER PROGRAM TENDERING PACKAGE #3B  
SANITARY SEWER FORCE MAIN-SOUTHSIDE AREA WEST

ITEM	DESCRIPTION	UNIT	RATE	QUANTITY	SUM
30	Asphalt Paving and Road Repair- includes preparatory surface excavation and grading over previously backfilled trench, surface, wearing course, base course and subbase course asphalt	Unit Rate per SF		3,022	
31	Lateral Pipe Connection New From Existing Building Including Clean-Out	Unit Rate per Connection		45	
32	HDPE Pipe Connection New To Existing (Final & Temporary)	Unit Rate per Connection		12	
33	Installation of BLDC Furnished Combination Air Release Valves – Sanitary Sewer	Unit Rate per Valve		1	
34	Installation of BLDC Furnished Main Lift Stations (MLS). Scope includes Excavation, backfill and install of main lift stations per Sheet 2402. As well as installation of wiring from lift station to adjacent Hand hole.	Each		2	
35	Installation of BLDC Furnished Lift Stations (LS). Scope includes Excavation, backfill and install of lift stations per Sheet 2402. As well as installation of wiring from lift station to adjacent Hand hole.	Each		4	
36	Installation of BLDC Furnished Ejector Stations Scope includes Excavation, backfill and install of ejector station per Sheet 2402.	Each		6	
37	Concrete Equipment Pads Per Detail EX1 and EX2	Each		3	
38	Hydrostatic Testing ( <b>all piping</b> )	Lump Sum		1	
39	Low Pressure Air Testing	Lump Sum		1	
40	<b>Contractor specified items:</b> Any elements of work or expenditure not covered elsewhere in the Tender Price Analysis and are necessary in the execution of this work.	Lump Sum		1	
41	Installation of Cleanouts per detail E on sheet C2403	Each		10	
42	Installation of BLDC furnished Pull boxes and hand holes	Unit Rate per Each		12	
43	Sidewalk Removal and Replacement	SF		159	
44	Landscape removal and replacement	SF		5,708	
45	Furnish and Install Wiring Troughs	Each		4	
46	Label Conduit Numbers	Each		75	

BLDC WATER & WASTEWATER PROGRAM TENDERING PACKAGE #3B  
SANITARY SEWER FORCE MAIN-SOUTHSIDE AREA WEST

ITEM	DESCRIPTION	UNIT	RATE	QUANTITY	SUM
	<b>TOTAL TENDER SUM FOR WATERMAIN WORKS</b>	<b>Sub Total</b>		<b>Sub Total</b>	
			Number of sheets, appended by the Proponent to this Form ..... (If nil, enter NIL).  <b>SIGNED ON BEHALF OF PROPONENT:</b> ..... .....		

**Labour and Mark-Up Rates**  
 (Note: all sheets form part of the proposal)

**Labour & Equipment Rates for Works**

ITEM	DESCRIPTION	QUANTITY	RATE
1.	<b>Foreman/Site Supervisor</b>	Hourly Rate	
2.	<b>Pipe Fitter</b>	Hourly Rate	
3.	<b>Labour</b>	Hourly Rate	
4.	<b>Excavator/Trenching Machine (as required by contractor)</b>	Hourly Rate	
5.	<b>Excavation of Hard Rock (contractor to state machine Size)</b>	Hourly Rate	
6.	<b>Traffic Control</b>	Daily Rate	
7.	<b>Road Reinstatement and Sidewalk Repair</b>	Per sq. ft.	
8.	<b>Trucking</b>	Hourly Rate	
9.	<b>Landscaping</b>	Hourly Rate	
10.	<b>Contractor specified items:</b> Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work. See FIDIC Clause 13.6		

**Mark-Up Rates for WATER MAIN Works**

ITEM	DESCRIPTION	RATE (%)
1.	<b>Overhead and Mark-Up (own work)</b>	
2.	<b>Mark-Up (Sub-Contracted labour and materials)</b>	

Signed

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of \_\_\_\_\_

## ANNEX C: CIVIL NOTES AND SPECIFICATION LIST

### GENERAL

- TRENCHING PERMIT & TRAFFIC NOTICES	SHEET C-2101
- SPECIFICATION OF TRENCH WORK	SHEET C-2101
- STANDARD ACCEPTABLE TRENCH CROSS-SECTIONS	SHEET C-2101
- HARD ROCK	SHEET C-2101
- UNFORSEEN CONDITIONS	SHEET C-2101
- PROTECTION OF PERSONS AND PROPERTY	SHEET C-2101

### DETAILED SPECIFICATIONS

- EXCAVATION, EARTHWORK AND GRADING	SHEET C-2101
- GRANULAR MATERIAL	SHEET C-2102
- BACKFILLING AND COMPACTION	SHEET C-2102
- FINISHED GRADE SETTLEMENT LIMITATIONS	SHEET C-2102
- RESTORATION	SHEET C-2102
- CONCRETE	SHEET C-2102
- REINFORCING STEEL	SHEET C-2102
- MASONARY WALLS	SHEET C-2102
- SIDEWALKS	SHEET C-2102
- ASPHALT PAVING	SHEET C-2103
- PVC CONDUIT FOR COMMUNICATION LINE	SHEET C-2103
- SCHEDULE 80 PVC PIPE	SHEET C-2103
- PIPE EXPANSION FITTINGS	SHEET C-2103
- SANITARY FORCE MAIN, POTABLE WATER AND RECLAIM WATER PIPING	SHEET C-2103
- HDPE FITTINGS AND SERVICE CONNECTIONS	SHEET C-2103
- MANUFACTURERS FINISHED PRODUCT EVALUATION FOR HDPE PIPES	SHEET C-2103
- HDPE PIPE CERTIFICATION	SHEET C-2104
- PIPE WARRANTY	SHEET C-2104
- PIPE TRACING AND MARKING	SHEET C-2104
- PIPE INSPECTION, DELIVERY, HANDLING AND STORAGE	SHEET C-2104
- PIPE PLACEMENT AND LAYING	SHEET C-2104
- OPEN INSTALLATION FOR HDPE PIPE	SHEET C-2104
- HDPE PIPE PRESSURE TESTING	SHEET C-2104
- HDPE PIPE LEAKAGE TESTING	SHEET C-2105
- HYDROSTATIC TESTING OF HDPE PIPE	SHEET C-2105
- COATING & WRAPPING	SHEET C-2105
- PIPE CLEANING	SHEET C-2105
- DISINFECTION	SHEET C-2105
- EROSION AND SEDIMENT CONTROL	SHEET C-2105
- FINAL CLEAN UP	SHEET C-2105
- DEFINITIONS	SHEET C-2105
- LOW PRESSURE AIR TEST- SANITARY SEWER LINES	SHEET C-2105
-	

## Annex D - Agreement Acknowledgement

(Note: all sheets form part of the tender)

### FIDIC Standard Short Form of Agreement Acknowledgement Letter

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

I acknowledge that the following documents have been provided in the Request for Tender package and at the date of this submission I have no issue with the terms and conditions of this agreement.

- FIDIC Short Form Contract including General Conditions and Particular Conditions
- Specifications and Drawings
- All Addenda issued

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

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

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

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

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

## Annex E – Subcontractor Company Information

(Note: all sheets form part of the proposal)

Will subcontractors be used for this work  Yes  No, if yes, please state what service this subcontractor will performed or what goods this subcontractor will provided below:

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If no subcontractors will be used skip this annex, below. Otherwise, list all subcontractors that will be used for this work. **Submit multiple copies of Annex E, one for each Subcontractor included in this Proposal.**

1. **Subcontractor Name** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Phone numbers: Cellular** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

2. **Principal(s), Director(s), and Shareholder(s) of the Company:**

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

5. **What is the corresponding % of the bid prices will this subcontractor perform** \_\_\_\_\_%

6. **Company Insurance details:**

Commercial Third Party Insurance carried: BD\$ \_\_\_\_\_

Workers Compensation Insurance carried: BD\$ \_\_\_\_\_

7. **Company's Bermuda Payroll Tax No.:** \_\_\_\_\_

8. **Company's Bermuda Social Insurance No.:** \_\_\_\_\_

9. **Company Banking Details:**

Name and address of principal bankers:

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

Include a letter from principal bank confirming credit status of Bidder.

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

---

\_\_\_\_\_

Annex E Subcontractor Information

## Annex E Subcontractor Company Information (continued)

### 11. Number of Employees/Bermudians

Please indicate the total number of persons employed by the subcontractor and the number and percentage of Bermudian employees.

<b>TOTAL NUMBER OF STAFF</b>	
<b>NUMBER OF BERMUDIAN</b>	
<b>NUMBER OF NON-BERMUDIANS</b>	
<b>PERCENTAGE OF BERMUDIANS</b>	

**12. Attach a copy of the Company`s Certificate of Incorporation** (if applicable)

### 13. Safety, Health and Environmental Policies

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copies are attached Yes \_\_\_\_\_ No \_\_\_\_\_

### 14. Do you offer apprenticeships/training opportunities? \_\_\_\_\_

#### Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

By signing this Annex E, I certify this information provided is true and correct.

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

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

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

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

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

**ANNEX F LOCAL BENEFITS**  
**(SOCIAL, ECONOMIC AND ENVIRONMENTAL)**

**Do you offer apprenticeships/training opportunities?** \_\_\_\_\_

**Apprenticeships/training opportunities**

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

**Number of employees/Bermudians**

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

NUMBER OF NON-BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

**Will the proponent use local businesses in their supply chain?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, then please provide an explanation\_\_\_\_\_

**Will the proponent use local sub-contractors (if applicable)?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, then please provide an explanation\_\_\_\_\_

If yes, proponents must complete Annex E Subcontractor Company Information.

**Safety, Health and Environmental Policies**

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copy attached Yes \_\_\_\_\_ No \_\_\_\_\_

Provide a copy of the proponent's **Certificate of Incorporation** (if applicable).

## Annex G - Personnel Qualifications and Project Experience

(Note: all sheets form part of the proposal)

**Note: Include brief resumes for all personnel identified in this Annex .**

**Proponent Name:** \_\_\_\_\_

**Project Manager**

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

**Site Supervisor**

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

**Similar Project Experience**

Starting year	Ending year	Contract Identification	Role of Proponent
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	

# Annex H – Submittals List Acknowledgement

(Note: all sheets form part of the tender)

## Required Submittals Acknowledgement Letter

This is to certify that I, \_\_\_\_\_ (name), in the position of \_\_\_\_\_ hereby acknowledge that I am aware of PRE-REQUISITE submittals before starting the Field Construction Works along with the submittals, but not limited to, during construction as listed in table #1 below.

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

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

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

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

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

**Table #1- Required Submittals**

<b>Pre-Construction Submittals required to be approved before starting Field Construction Works</b>			
<b>Section</b>	<b>Phase</b>	<b>Submittal Description</b>	<b>Submittal Type</b>
01 31 00	Pre-Construction	SCHEDULE OF WORK	Document
01 31 00	Pre-Construction	METHOD STATEMENT / RISK ASSESSMENT - TRENCH EXCAVATIONS, PIPE INSTALLATION, BACK FILLING AND COMPACTION	Document
01 31 00	Pre-Construction	METHOD STATEMENT / RISK ASSESSMENT - EMERGENCY PROCEDURE (SERVICE STRIKE)	Document
01 31 00	Pre-Construction	METHOD STATEMENT / RISK ASSESSMENT - FUSION WELDING	Document
PIPE PRESSURE TESTING	Pre-Construction	METHOD STATEMENT / RISK ASSESSMENT - PRESSURE TESTING & HYDROSTATIC TESTING	Document
01 31 00	Pre-Construction	INCIDENT REPORTING LOG	Document
01 50 00	Pre-Construction	SITE SETUP, WELFARE AND SECURITY PLAN	Document
01 31 00	Pre-Construction	MANAGEMENT & SUPERVISION CONTACTS LIST AND ROLES	Document
01 31 00	Pre-Construction	TRAFFIC MANAGEMENT PLAN	Document
01 31 00/ 01 77 00	Pre-Construction	INSURANCES	Document
	Pre-Construction	PRE-CONSTRUCTION SITE SURVEY	Document
CERTIFICATIONS/ 01 77 00	Pre-Construction	TECHNICIAN FUSION WELDING CERTIFICATION	Document
EXCAVATION EARTHWORK AND GRADING NOTES	Pre-Construction	LIST OF MATERIALS AND GRADATION REPORT FOR PROPOSED BACKFILL AGGREGATE	Document
TRENCHING AND TRAFFIC NOTES - SAMPLES	Pre-Construction	UTILITY IDENTIFICATION/ WARNING TAPE	Product Sheet
01 77 00	Pre-Construction	LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS	Document
TRENCHING AND TRAFFIC NOTES - PRODUCT DATA	Pre-Construction	MANHOLE FRAME AND COVER DATA SHEETS	Document
UTILITIES	Pre-Construction	COMMUNICATION CONDUIT FITTINGS	Product Sheet
UTILITIES	Pre-Construction	HDPE PIPE FITTINGS, ACCESSORIES AND ADAPTERS	Product Sheet
UTILITIES	Pre-Construction	TRACING WIRE	Product Sheet
<b>Submittals Required approval after start-up of Construction Field Work</b>			
UTILITIES	Construction	ABOVE GRADE SUPPORT SYSTEM DATA SHEETS	Product Sheet
	Construction	WATERSTOP DATA SHEETS	Document
TRENCHING AND TRAFFIC NOTES - PRODUCT DATA	Construction	SHEETING, SHORING AND BRACING MATERIALS	Product Sheet
TRENCHING AND TRAFFIC NOTES - PRODUCT DATA	Construction	COATING AND WRAPPING FOR STAINLESS STEEL NUTS AND BOLTS	Product Sheet
UTILITIES	Construction	2" PVC PIPE AND FITTINGS (ARV CHAMBERS)	Product Sheet
UTILITIES	Construction	ELECTROFUSION TAPPING SLEEVE	Product Sheet
UTILITIES	Construction	PIPE SUPPORTS	Product Sheet
UTILITIES	Construction	WALL ANCHOR / FLEX SUPPORT	Product Sheet
UTILITIES	Construction	FLEXIBLE RESTRAINTS	Product Sheet
CONCRETE NOTES	Construction	CONCRETE MIX DESIGN	Document

CONCRETE NOTES	Construction	MORTAR MIX DESIGN	Document
	Construction	NON-SHRINK GROUT DATA SHEETS	Document
	Construction	PULL STRING DATA SHEETS (NO DIAMETER SPECIFIED IN DOCS)	Document
DETAILS	Construction	CONCRETE BLOCK/BOND BEAM - PRODUCT DATA	Product Sheet
01 77 00	Construction	REQUEST FOR FINAL INSPECTION	Document
01 77 00	Construction	CERTIFICATE OF INSURANCE FOR PRODUCTS AND COMPLETED OPERATIONS	Document
CONCRETE NOTES	Construction	REINFORCING STEEL	Product Sheet
CONCRETE NOTES	Construction	CONCRETE COMPRESSION TESTING RESULTS	Document
DETAILS	Construction	TRANSITION COUPLING	Product Sheet
FIELD QUALITY CONTROL NOTES/ 01 77 00	Construction	EARTHWORK DOCUMENTATION (DAILY FIELD REPORTS)	Document
UTILITIES	Construction	FLUSHING CONNECTION MATERIALS DATA	Document
UTILITIES/ 01 77 00	Construction	HDPE PIPE FUSION WELD LOG	Document
UTILITIES/ 01 77 00	Construction	LEAKAGE TEST RESULTS	Document
UTILITIES/ 01 77 00	Construction	HYDROSTATIC TEST RESULTS	Document