

Swing Bridge Replacement – The Engineer [Insert Contract Number]

BETWEEN



THE GOVERNMENT OF BERMUDA

(acting by and through the Ministry of Public Works and Environment)

AND

[Insert Consultant's Logo]

[Insert Consultant's Name]

[Insert Date of Contract]

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FORM OF AGREEMENT

Between

The Client the Ministry of Public Works and Environment,
PO Box HM 525, Hamilton, HM CX, Bermuda

and

The Consultant [Name of Consultant]
[Address of Consultant]

Whereas the Client desires that the Services known as The Engineer - Swing Bridge Replacement should be executed by the Consultant, and has accepted an offer/proposal by the Consultant for the performance of such Services,

THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement and shall be given the order of precedence as below:
 - a) This Form of Agreement
 - b) The Client/Consultant Model Services Agreement
 - i) the Particular Conditions,
 - ii) the General Conditions,
 - c) The Appendices, namely:
 - Appendix 1: Scope of Services
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 - Appendix 3: Remuneration and Payment
 - Appendix 4: Programme
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 - d) The Letter of Acceptance by the Client incorporated into the Agreement under Sub-Clause 1.1.1, dated _____
 - e) Any letter of offer/proposal by the Consultant incorporated into the Agreement under sub-clause 1.1.1
 - f) Procuring Entity's Requirements for Works Contract
 - g) Addenda to the Request for Proposals Numbers _____ to _____
 - h) The Request for Proposals

3. The Consultant has examined the documents listed in this Contract Agreement and the Appendices to the Agreement which form part of this Contract.
4. The Consultant understands that the Client is not bound to accept the lowest or any offer received for the Works.
5. In consideration of the payment to be made by the Client to the consultant under the Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
6. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

AUTHORISED SIGNATURE OF CLIENT

AUTHORISED SIGNATURE OF CONSULTANT

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

CONDITIONS OF AGREEMENT

1.0 Client/Consultant Model Services Agreement GENERAL CONDITIONS

The Conditions of Contract are the **Client/Consultant Model Services Agreement, General Conditions, Fifth Edition, 2017**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), attached under separate cover.

The General Conditions are amended by the Particular Conditions.

2.0 Client/Consultant Model Services Agreement PARTICULAR CONDITIONS

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

1.1 Definitions

Client's Representative	Sub-Clause 1.1.4 [Name of Representative]
Commencement Date	Sub-Clause 1.1.5 14 days after Effective Date
Consultant's Representative	Sub-Clause 1.1.8 [Name of Representative]
Country	Sub-Clause 1.1.9 Bermuda
Project	Sub-Clause 1.1.22 The Engineer - Swing Bridge Replacement

Time for Completion of the Works	Sub-Clause 1.1.24 Engagement of the Engineer shall continue until date of issue of Final Payment Certificate for the Bridge Replacement Works
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1.3 Notices and Other Communications

Communications	Sub-Clause 1.3.1 (c) <u>Notices or notices, must be delivered by electronic mail utilizing systems with delivery and read receipt notifications, and by hand (against receipt). Electronic mail utilizing systems with delivery and read receipt notifications shall be permitted for other communications.</u>
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Address for communications	Sub-Clause 1.3.1 (d)
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Client's address	
Email	
Consultant's address	
Email	

1.4 Law and Language

Law Governing Agreement	Sub-Clause 1.4.1 The Contract shall be governed solely by the Laws of Bermuda
Ruling Language	Sub-Clause 1.4.2 English.
Language for Communications	Sub-Clause 1.4.3 English.

1.8 Confidentiality

Period for expiry of confidentiality	Sub-Clause 1.8.3 2 Years
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1.9 Publication

Publication Restrictions	Sub-Clause 1.9.1 The consultant shall obtain Client's approval prior to publication of any material relating to the Services
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3.9 Construction Administration

Included in Services

7.4 Third party charges on Consultant

As in Part B of these Particular Conditions

8.2 Duration of Liability

Period of Liability

Sub-Clause 8.2.1

4 Years from date of Issue of Performance Certificate for the Swing Bridge Replacement Works

8.3 Limit of Liability

Limit of Liability

Sub-Clause 8.3.1
2,000,000.00

9 Insurance

Insurances to be taken out by Consultant

Sub-Clause 9.1.1

Professional Indemnity

USD 2,000,000.00

Public Liability Insurance

USD 2,000,000.00

10 Disputes and Arbitration

Arbitration Rules

Sub-Clause 10.4.1
As in Part B of these Particular Conditions

Language of Arbitration

Sub-Clause 10.4.1
English

B. Additional or Amended Clauses

1.0 General Provisions

1.1 Definitions

1.1.27 This sub-clause is deleted in its entirety and replaced with the following sub-clause:

“Works Contract” means a contract for the performance of permanent and temporary works to be carried out by a contractor appointed by the Client for the achievement of the “Swing Bridge Replacement” Project.

Add the following sub-clauses:

1.1.29

Other than where references to the Overseeing Organisation (ie Government of Bermuda Ministry of Public Works) are made in the context of the Overseeing Organisation granting statutory or type approvals, the roles and functions of the Overseeing Organisation shall be undertaken by the Overseeing Organisation’s Site Representative (ie the Engineer)

1.1.30

The term “Consultant” shall have the same meaning as the “Engineer”.

1.1.31

The term “Project Manager” in the project Specifications shall have the same meaning as the “Engineer”.

1.1.32

“Section” The works Contract is divided into three (3) distinct parts, namely: New Bridge Works, Old Swing Bridge Demolition and New Bridge Maintenance. Section means each of the three (3) distinct parts of the work individually and the word Sections shall refer to all three (3) distinct parts of the replacement work collectively.

1.1.33

“Authorized Contract Amount” means the amount previously authorized by The Cabinet of Bermuda.

1.1.34

“Gross Negligence” shall mean an act or failure to act committed by the Consultant which, in addition to constituting negligence, is such a deliberate, wanton and/or reckless conduct or omission that it constitutes utter disregard for harmful, foreseeable and avoidable consequences but shall not include an error of judgement or mistake made in good faith.

1.1.35

“Wilful Misconduct” shall mean any deliberate act or omission of the Consultant that deviates from a reasonable course of action that is done or omitted to be done with knowledge of or conscious indifference or intent to be harmful, avoidable and reasonably foreseeable consequences.

1.4 Law and Language

Add the following sub-clauses:

1.4.4

The Consultant 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 Agreement. He shall conform similarly with any such Laws, Regulations and Orders, which may come into force after the proposal submission date.

1.4.5

The Agreement shall in all respects be construed 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.

1.9 Publication

1.9.1 This sub-clause is deleted in its entirety and replaced with the following sub-clause:

The Consultant shall obtain the written consent of the Client before publishing or issuing any information or speaking to the public or media regarding any aspect of the Project.

1.10 Anti-Corruption

Add the following sub-clauses:

1.10.4

For the purposes of this provision, the offences of Bribery, Fraud and Corruption in Bermuda are defined in the Bribery Act 2016 and the Criminal Code Act 1907 respectively and any other Act relating to corrupt activities in Bermuda (these Acts are hereinafter collectively referred to as "the Acts") and the offences include but are not limited to any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Consultant or his agent or any person on his or their behalf to any officer, representative, or agent of the Client or of the Authorized Representative of the Client 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 Client.

1.10.5

A person who commits an offence under the Acts relating Bribery, Fraud and/or Corrupt activities in Bermuda shall:

- a) be liable for conviction under the provisions of the Acts;
- b) have this Contract and any other such contracts with the Client be subject to cancellation and will be liable to the client for any loss or damage resulting from such cancellation;
- c) risk other fines, sanctions and/or penalties provided for in the Acts.

2.0 The Client

2.7 Client's Representative

Add the following sub-clause:

2.7.2

The Client's Representative may delegate any duties to another and may at any such time revoke such delegation. Any such delegation or revocation of delegation shall be made in writing.

Add the following Clauses:

2.11 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

2.10 Members and Staff of Client not Personally Liable

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

3.0 The Consultant

3.5 Consultant's Personnel

Add the following sub-clause

3.5.2

Where the Engineer is a legal entity, it is to nominate a natural person to be the Engineer in respect of the administration of the Contract on behalf of the Client. An alternate may also be nominated.

The Engineer has the complete authority under the Works Contract including the Engineer's role under Sub-Clause 3.5 Determinations. This specific authority may not be delegated to others including the Engineer's Representative or Resident Engineer unless otherwise agreed by both Parties.

3.6 Representatives

Add the following sub-clause

3.6.3

The Consultant's Representative shall be approved by the Client in writing. Approval shall not be unreasonably withheld.

3.9 Construction Administration

Add the following sub-clause

3.9.7

When acting as the Engineer, Project Manager or similar, the Consultant is required to adhere to the following constraints:

- a) The Engineer shall seek support and obtain approval of the Design Team for all aspects of a technical nature that have a direct influence on the design, in order to insure the integrity of the design is maintained.
- b) instruct the Contractor to employ a Subconsultant or Subcontractor that the Contractor has listed as a Team Member in his Proposal for the Works in agreement with the Overseeing Organisation and in coordination with Works Contractor;
- c) all instructions related to nominated sub-contractors, variations, provisional sums and team member changes shall be communicated to the client in advance and properly documented;
- d) notify and seek written approval of the Client, for Contractor's proposals of deviations from the Specifications. Client approval not to be unreasonably withheld;
- e) obtain written approval of the Client for suspension of The Works;
- f) notify The Client immediately after issuing an instruction to the Contractor to suspend progress of part or all of the works;
- g) obtain written approval of the Client for any instruction of suspension of work exceeding 7 calendar days;
- h) If the Engineer has reason to believe that the estimated final cost of the contract will exceed the Authorized Contract Amount, then the Engineer must submit a written report, including cost impact, to the Client, before the cost of the contract exceeds the amount previously authorized by the Cabinet of Bermuda. The Engineer is required to obtain the written approval of The Client for any and all variations that increase the cost of the contract beyond the Authorized Amount.

Add the following clauses:

3.10 Work Permits

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

3.11 Approval by Other Authorities

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

3.12 Continuity of Utility Services

The Consultant shall carry out the Services so that there is the minimum of interruption to the supply of water, telephone, electricity and other utility services through existing mains and services. Services 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 Client or competent Authority

3.13 Strikes and Lock-Outs

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

4.0 Commencement, Completion, Variation & Termination

4.6 Exceptional Event

4.6.2 Add the following sentence to the end of the sub-clause:

“The extent of time is to be agreed by both parties and be evidenced in writing.”

7.0 Payment

7.1 Payment to the Consultant

7.1.2

This sub-clause is amended as follows:

In line 1 delete “Unless otherwise” and insert with

“Where previously”

and;

add the following sub-clause:

(c) or alternatively to sub clauses (a) and (b) where agreed by both parties in writing, a negotiated fixed fee.

7.3 Currencies of Payment

7.3.1 This sub-clause is deleted in its entirety and replaced with the following sub-clause:

The Currency of the Agreement is: United States Dollars.

7.4 Third Party Charges on the Consultant

7.4.1 This clause is deleted in its entirety and replaced with the following clause;

The Consultant shall be required to pay Bermuda Taxes on all Equipment (except as described in the Fifth Schedule of the Bermuda Customs Tariff), materials and other things of whatsoever nature brought into Bermuda for the purposes of the Agreement.

7.6 Independent Audits

7.6.2 Delete the following from the second paragraph:

“... require that a reputable firm of accountants nominated by him, audit any amount ..”

Replace with

“... require that the Accountant General or his designated person audit any amount ...”

8.0 Liabilities

8.1 Liability and Compensation between the Parties

Add the following sub-clause:

8.1.4

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

8.4 Exceptions

Add the following sub-clauses:

8.4.2

The Consultant shall be liable for and shall indemnify the Client against any legally enforceable, reasonably foreseeable and mitigated expense, liability, loss, claim or proceedings in respect of any loss of or injury or damage to any property, real or personal insofar as such loss injury or damage arises out of or in the course of or by reason of the negligent performance of the Services hereunder and to the extent that the same is directly due to any negligent breach of legal duty, omission or default of the Consultant, his employees or agents or of any person employed or engaged by the Consultant upon or in connection with the performance of the said Services or any part thereof by his employees or agents.

8.4.3

Notwithstanding sub-clause 8.4.1, under no circumstances shall either party be liable to the other, whether in contract, tort (including negligence), by way of indemnity, for breach of statutory duty or otherwise, for any loss of revenue, loss of profit, loss of business, loss of use, loss of production, loss of contracts, wasted management time, reputational damage or for any special, punitive or any indirect or consequential loss or damages, including without limitation any financial loss howsoever caused, arising under or in connection with this Agreement, save for Wilful Misconduct or Gross Negligence.

Add the following clause:

8.5 Rights and Remedies Not Waived

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

9.0 Insurance

9.1 Insurance to be taken out by Consultant

9.1.1 This sub-clause is deleted in its entirety and replaced with the following:

The Consultant shall take out and maintain professional liability insurance and public liability insurance in amounts sufficient to cover its liabilities under the Agreement. Such insurance shall be placed with insurers of international repute and standing.

The Consultant shall ensure that the minimum amount of cover under the policies is not less than the amount specified in the Particular Conditions.

The Consultant shall ensure that its professional indemnity insurance is maintained for the period of liability stated in the Particular Conditions in accordance with sub-clause 8.2.1 [Duration of Liability] and shall fully insure and indemnify the Client against all insurable liabilities which may be incurred under the said previous clause.

The Consultant shall ensure that the policy includes an Indemnity to principal provision in standard insurance industry terms for the public liability insurance.

Add the following sub-clause:

9.1.5

The Consultant shall provide reasonable notice, before or after, to the Client of any change to coverage provided by any insurances required under the Agreement.

10.0 Disputes and Arbitration

10.1 Amicable Dispute Resolution

This clause is deleted in its entirety and replaced with the following clause:

If a dispute (of any kind whatsoever) arises between the Parties out of or in connection with the Agreement, the dispute shall be settled between the parties by negotiation. The Client and the Consultant shall make every effort to resolve amicably by direct negotiations

any such disagreement or dispute arising between them under or in connection with the contract.

For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to negotiate the matter in dispute.

If this negotiation is not successfully settled within Fourteen (14) days after the date of initiation of negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within seven (7) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Certified Mediator to conduct a mediation between the parties in arriving at an amicable resolution of the dispute. This procedure shall be private, confidential and without prejudice. The parties will equally bear the cost of the Mediation.

If the parties fail to agree upon the appointment of a Mediator within [a forty-two \(42\) day](#) period, then, within seven (7) days of expiration of this period, The Client shall request appointment of a Mediator and a date for Mediation by the Bermuda Conflict Resolution Institute. For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties. The Mediator shall not have the power to impose a settlement on the parties.

If the dispute is not resolved between the parties within seven (7) days after the Mediation, or after such longer period as the parties may mutually agree, the mediator shall advise the parties in writing of the failure of the Mediation.

In the event of the failure of the Mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently, the case will be handled by arbitrations.

Within three (3) days of being advised of the failure of the Mediation, The Client shall propose in writing a list of not less than three (3) qualified persons to act as the arbitrator. The Consultant shall, within seven (7) days of receipt of the said list from The Client, select from the said list one qualified person to act as the single arbitrator over the dispute. Within three (3) days of being notified of the Consultant's selection The Client shall refer the dispute to the person selected by the Consultant as arbitrator for arbitration. In default of agreement, the Client shall request that an Arbitrator be appointed by the Branch Chair of the Bermuda Branch of the Chartered Institute of Arbitrators.

The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. The Mediator shall not be called as a witness in the arbitration proceedings.

During the dispute resolution process, the Consultant shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.

10.2 Adjudication

This clause is deleted in its entirety.

10.3 Amicable Settlement

This clause is deleted in its entirety.

10.4 Arbitration

This clause is deleted in its entirety and replaced with the following sub-clauses:

10.4.1

In the event that the parties are unable to reach an Amicable Settlement pursuant to clause 10.1, any dispute shall be finally settled by arbitration.

The seat of the arbitration shall be Bermuda and disputes shall be settled in accordance with the Laws of Bermuda and in particular the Bermuda Arbitration Act of 1986 and the Bermuda International Conciliation and Arbitration Act 1993. If any matters arise where there are no applicable rules of procedure pursuant to the Laws of Bermuda, the rules of procedure to be adopted shall be those published by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

The arbitration shall be conducted in English.

The arbitrator 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 on any matter whatsoever relevant to the dispute, however the Mediator shall not be called as a witness nor required to give evidence.

Arbitration may be commenced prior to or after completion of the Services. The obligations of the Parties and the Consultant shall not be altered by reason of any arbitration being conducted during the progress of the Services. During the dispute resolution process, the Consultant shall continue to perform the work in accordance with this Agreement. Failure to do so shall be considered a breach of Agreement.

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

Each party shall be responsible for their own legal and administration costs related to any Mediation or Arbitration.

10.4.2

No person shall be appointed to act as an arbitrator who is in any way interested, financially or otherwise, in the conduct of the Services on the Project or in the business or other affairs of either the Client or the Consultant.

10.5 Failure to Comply with Adjudicator's Decision

This clause is deleted in its entirety

APPENDICES

These Appendices form part of the Agreement.

APPENDIX 1. Scope of Services

The Engineer shall carry out duties assigned to him in the contract, the Works Contract, and Project Specifications (Procuring Entity's Requirements for the Work's contract).

The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The General Conditions of the "Swing Bridge Replacement" Works Contract are the **Conditions of Contract for Plant and Design-Build Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC). The General Conditions are amended by the Particular Conditions.

The Engineer shall appoint a representative who must be a natural person, fluent in English. The Engineer's Representative shall have an on-site presence:

- from Works Contractor mobilization date;
- thereafter throughout the New Bridge Works Section execution, until 21 days after issuing of Taking Over Certificate for that Section of the Works Contract;
- during the last 9 weeks of the defects period;
- during 21 days after the expiry date of the defects Notification Period, or after return of Performance Certificate.

Except for the periods of on-site presence as described above, the Engineer may administer the work remotely, with visits organized on as-needed basis.

The Engineer's duties include but are not limited to:

- participate in Procore software training
- communications and coordination with the contractor.
- seek support from the Design Team for any aspects of a technical nature that have a direct influence on the design to ensure the integrity of the design is maintained such as:
 - clarification of ambiguities or discrepancies found in contract documents;
 - review of contractor's arrangements and methods proposed for the execution of the works.
 - reviewing risk assessments, inspection and testing plans, subcontractor and supplier approvals
 - auditing of any aspect of the Contractor's Quality Assurance system;
 - verification of contractor's compliance with the contract documents, approved drawings, and specifications;
 - examination, inspection, measurement and testing of materials and workmanship;
 - advising on variations, changes and any value engineering proposals.
- organize, record and distribute the business of site meetings and progress management meetings
- nominate sub-contractors that may have been named in the Contractor's Proposal prior to signature of "Works Contract" in agreement with the Overseeing Organisation and in coordination with Works Contractor.
- provide timely consent to Contractor's Representative, proposed designer, and other subcontractors;

- timely notification of commencement date to Contractor in agreement with Client;
- filing of contractor's documents
- review contractor's daily log
- keeping detailed records of project related activities
- endorse contractor's test certificates (after review by Design Team)
- coordinating with contractor and client to immediately address any discrepancies found as a result of examination, inspection, measurement and testing of materials and workmanship;
- on-site supervision of the works including:
 - witnessing on site pile test installation
 - witnessing critical stages of the fabrication process
 - witnessing PLC software demonstration
 - witnessing of functional tests
 - witnessing tests on completion
 - witnessing and approval of tests and trial operation during the last month of the defects period
 - witnessing of bridge and equipment inspections at the end of the maintenance period
- request for proposals of variations to the contractor;
- issuance of instructions which may be necessary for the execution of the works and the remedying of any defects in accordance with the contract;
- issuance of instructions for the use of Provisional Sums;
- issuance of instructions to suspend progress of part or all of the Works
- fair and impartial determinations in accordance with the contract;
- review Contractor's documents
- [review of progress reports, keeping close control of the comparisons of actual and planned progress](#)
- approval, disapproval or request for further information of a Contractor's claim. The Engineer's response must be a comprehensive document which sets out the findings clearly and includes the same criteria as a claim:
 - examination of the cause
 - examination of the effect and linkage to the cause
 - examination of the final effect on the time for completion with explanations.
 - calculations of additional payments with explanations
 - examination of the contractual entitlement
 - substantiation of all of the above
- [keeping contemporary records of claims](#)
- verification of contractor statements
- issuance of Payment Certificates [\(Contractor's progress reports must be provided to be able to apply for payment certificates\)](#)
- preparation of punch lists prior to completion of each works section
- issuance of Taking Over-Certificates
- review of maintenance visit reports
- verification of Contractor's draft final statement
- issuance of Final Payment Certificate
- issuance of Performance Certificate
- communications and coordination with the Client including but not limited to:
 - sending copies of relevant documents, such as [Notices or notices](#), the Programme, progress reports, variations reports, value engineering proposals, notifications of suspension of work, accident reports, as-built documents, Operation and Maintenance Manual, Taking-Over Certificates, Performance Certificate, and other documentation required by the project Specifications, to the client.

- reporting any possible dispute as soon as practicable
- notify the client prior to instructing the contractor to proceed with an instruction with which the Contractor disagrees and for which the Engineer has received a notice or Notice with reasons. The consultant shall endeavor to facilitate amicable resolution.
- notification to client of a substantiated and justified request for change of a listed Team Member for the execution of the works.
- notification of at least 14 working days prior to completion of a manufacture, fabrication milestone to allow client to witness any critical stage of the fabrication process
- notification and agreement on dates for carrying out tests on completion. The Client, The Contractor representative and the Engineer's representative must be present at the site for these tests.
- notification of commencement of roundabout realignment works
- notification of commencement of old bridge demolition works
- notification and agreement on dates for carrying out tests at the end of the defects period. The Client, The Contractor and the Engineer's representative must be present at the site for these tests.
- notification of dates of issuing Taking-Over-Certificates, and Performance Certificate.
- communications with other parties including, but not limited to adjacent highways authorities, transport authorities, marina and port authorities, emergency services, and statutory service providers.

APPENDIX 2 Personnel, Equipment, Facilities and Services of Others to be Provided by the Client

Facilities and equipment provided by the Contractor to the Overseeing Organisation shall be as detailed in Appendix 1/1 of the Civil and Structural Specification (Document 3502-RAM-XX-XX-SP-CB-30111). Office No. 1 will be designated for use by the Engineer.

The Ministry of Public Works and Environment uses PROCORE, a construction project management and document control software, to manage this project. The Selected Consultant will be expected to submit all required documents, schedules, inspections, drawings, shop drawings, personnel training programs, daily logs, requests for information, photos, reports, etc. in pdf format using the Ministry's PROCORE account. The Ministry will provide PROCORE training for key personnel from the Selected Consultant as needed.

The Contractor shall supply 1 operative to assist the Engineer as detailed in Appendix 1/8 of the Civil and Structural Specification (Document 3502-RAM-XX-XX-SP-CB-30111).

No other personnel, equipment or facilities are to be provided by the Client. The Client will expeditiously respond to requests for relevant information.

APPENDIX 3 Remuneration and Payment

The agreed remuneration shall be as stated in the Offer. Travel expenses including airfare and accommodation shall be reimbursed at reasonable cost.

The Services shall be invoiced monthly.

Variations shall be agreed in both scope and cost prior to undertaking. The Unit Rate Schedule contained in the Proposal for "The Engineer" shall be used as a basis for Valuation of Variations.

Invoices for payment should be submitted to Austin Kenny at avkenny@gov.bm, and should clearly identify the project, services rendered, and purchase order number. Payment will be by electronic fund transfer, unless otherwise agreed.

Please be advised that the Government's payment system may take between two and four weeks to process an invoice.

APPENDIX 4 Time Schedule for Services

The contract commencement date shall be as stated in the Conditions of Contract clause 4.2.1. The Government of Bermuda shall act expeditiously to provide all documents and information contained in the scope description, and any other relevant information requested by the Consultant.

The relevant services shall be completed in a timely manner to align with the Conditions of Contract for the consultant and the Conditions of Contract for the Works.

The completion date shall be as stated in the Conditions of Contract clause 4.2.1 at which time the Agreement shall cease to have effect unless an extension of time is agreed. Following completion, both parties shall act in good faith to resolve any outstanding queries and clarifications in a timely manner.

APPENDIX 5 Rules for Adjudication

Not Applicable. See Clause 10.4 of Part B of the Particular Conditions.