GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

SHORT FORM OF CONTRACT

Restroom Renovations at Southshore Park: Warwick Long Bay, Chaplin Bay and Church 2026-008Q-MPW

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TO BE COMPLETED AND SIGNED AFTER BID PROPOSAL HAS BEEN ACCEPTED

GOVERNMENT OF BERMUDA

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Department of Works and Engineering

Augus 2026

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Table of Contents

AGREEMENT

OFFER

ACCEPTANCE

APPENDIX

CONDITIONS OF CONTRACT

1.0 Short Form of Contract - GENERAL CONDITIONS

2.0 Short Form of Contract - PARTICULAR CONDITIONS

A. References from Clauses in the GENERAL CONDITIONS

B. Additional Clauses to be Added to the GENERAL CONDITIONS

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Ministry of Public Works

Department of Works and Engineering

AGREEMENT

The Employer is the Ministry of Public Works,

The Contractor is _____

The Employer desires the execution of certain Works known as: **2026-008Q-MPW**
Restroom Renovations at Southshore Park: Warwick Long Bay, Chaplin Bay and Church Bay

OFFER

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

(in words) _____

_____

(in figures) _____

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

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

(insert date) _____

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

Signature: _____ Authorized to sign on behalf of the Contractor

Name: _____ Date: _____

Capacity: _____

ACCEPTANCE

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

Signature: _____ Authorized to sign on behalf of the Ministry of Public Works

Name: Jessica Carvalho Date: _____

Capacity: Acting Park Planner

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Ministry of Public Works

Department of Works and Engineering

APPENDIX

This Appendix forms part of the Agreement.

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

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority (delete if not applicable)	Document Identification
	(a) The Agreement	_____
	(b) Letter of Acceptance	_____
	(c) Client's Request for Proposal	_____
	(d) Addenda	_____
	(e) Particular Conditions	_____
	(f) General Conditions	_____
	(g) Specification	_____
	(h) Drawings	_____
	(i) The Bill of Quantities	_____
	(j) Schedule of Rates	_____
	(k) The Contractor's Proposal	_____
1.1.9	Time for Completion	90 days
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date

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GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

Sub-Clause	Item	Data
3	Employer's Representatives	
3.1	Authorised Person	Jessica Carvalho
3.2	Name and address of Employer's representative (if known):	Department of Works Parks Global House, Ground Floor, 43 Church Street, Hamilton HM12
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	Not applicable
4.4	Form	Not applicable
5	Design by Contractor	
5.1	Requirements for Contractor's design (if any)	n/a
9	Remedying Defects	
9.1	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
10	Variation Procedure	
10.2	Day work rates	As per the Schedule of Unit Rates

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GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

Sub-Clause	Item	Data
11	Valuation of the Works	
11.1	Lump sum price	_____ (details)
11.1	Lump sum price with schedules of rates	_____ (details)
11.1	Lump sum price with bill of quantities	Not applicable (details)
11.1	Remeasurement with tender bill of quantities	Not applicable (details)
11.1	Cost reimbursable	Not applicable (details)
11.2	Percentage of value of Materials and Plant	Materials Not applicable Plant Not applicable
11.3	Percentage of retention	10%
11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
11.7	Currency of payment	Bermuda Dollars
11.8	Rate of interest	0 % per annum
14	Insurances	
14.1(a)	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.1(a)	Contractor's Equipment	Full replacement cost for equipment listed in the Schedule of Unit Rates
14.1(b)	Third party injury to persons and damage to property	$ 1,000,000.00
14.1(c)	Workers	$ 1,000,000.00
	Other Cover	
	Exclusions	None

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15	Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda

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GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

1.0 Short Form of 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). *See attached*

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

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Department of Works and Engineering

2.0 Short Form of Contract - 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.

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A. References from Clauses in the GENERAL CONDITIONS

2.0 The Employer

2.1 Approval by Other Authorities This clause is deleted in its entirety, and replaced with:

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

2.2 Work Permits

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

4.0 The Contractor

Add the following clauses;

4.5 Facilities

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

4.6 Electricity, Water and Gas

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

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4.7 Protection of Utilities

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.

4.8 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 Engineer immediately.

4.9 Damage to Persons and 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.

4.10 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.

4.11 Facilities for Staff and 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 with the requirements of the Department of Health.

4.12 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.

4.13 Alcoholic Liquor and Drugs

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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.

4.14 Arms and Ammunition

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

4.15 Festivals and Religious Festivals

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

4.16 Epidemics

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

4.17 Supply of Drinking Water

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

15.0 Resolution of Disputes

15.1 Adjudication

This clause is deleted in its entirety.

15.2 Notice of Dissatisfaction

This clause is deleted in its entirety and replaced by:

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, a notice of dissatisfaction shall be issued by either Party to the other Party. Where such notice is given both Parties shall attempt to settle the dispute amicably before the

DRAFT

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

15.3 Arbitration

This clause is deleted in its entirety and replaced by:

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

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

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

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

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

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Department of Works and Engineering

B. Additional Clauses to be added to the GENERAL CONDITIONS

16.0 Arithmetical Accuracy of Proposal

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

17.0 Taxation

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

18.0 Bribery

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

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.

20.0 Strikes and Lock-Outs

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

DRAFT

Department of Works and Engineering

21.0 Members and Staff of Employer and Engineer not Personally Liable

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

22.0 Details to be Confidential

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

23.0 Rights and Remedies Not Waived

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

24.0 Patents

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

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

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