

Ministry of Public Works and Environment
Highways Section
Call off Contract for Road Repairs | 2026-009Q-MPW

Annex B - Scope of Work & Terms of Reference

INTRODUCTION & PURPOSE

The Highways Section of the Ministry of Public Works and Environment seeks to engage a Contractor to provide as-needed road repair services across the road network.

The purpose of this engagement is to ensure that road repairs are carried out in a timely, safe, and technically appropriate manner using proper construction practices.

Governing Conditions

This Scope of Works must be read together with the Government of Bermuda's Form of Agreement for the Supply of Services, including the General Terms and Conditions, and all appendices.

The Contractor shall comply with all applicable laws, regulations, and requirements relating to health and safety, traffic management, and environmental protection.

For this document, the term "Contract" shall mean the Form of Agreement for the Supply of Services together with this Scope of Work and all associated schedules and appendices.

Ministry Representative(s) shall mean any person authorised by the Ministry to issue instructions, approve works, and certify quantities under this Contract.

'Instructed' means the Ministry Representative(s) has told the Contractor to do the work, either (a) in writing, or (b) verbally and then confirmed in writing (email is acceptable).

This specification, together with all associated schedules and appendices, shall be read as a complete document.

In the event of any inconsistency, the provisions of this specification shall take precedence unless otherwise directed by the Ministry Representative(s).

SCOPE OF WORKS

The Contractor shall be engaged on an as-needed basis to carry out localized road repairs at locations instructed by the Ministry Representative(s).

The Contractor shall:

- Carry out only those works instructed by the Ministry Representative(s).
- Provide all labour, plant, materials, and supervision.
- Execute the works in accordance with this specification.

This is an on-call contract. The Ministry does not guarantee any minimum amount of work. The Contractor should be able to mobilize within 48 hours of notification to commence. The locations of road repairs shall be identified and marked on site by the Ministry Representative(s) or otherwise instructed.

Repairs shall be confined to public roads only and shall not extend beyond the instructed limits unless directed by the Ministry Representative(s). The extent of each repair shall be defined by the Ministry Representative(s), and no additional work shall be carried out without instruction.

Each repair shall include:

- Trimming or cutting the edges of each road to remove all loose, broken, or deteriorated material. The repair perimeter shall be formed to provide a clean, firm edge suitable for bonding. Do not leave thin 'feathered' asphalt edges. Saw-cut or trim to a firm, clean edge.
- Cleaning of the road to remove all loose material, dust, standing water, and debris.
- Application of tack coat to all exposed existing asphalt surfaces before placing new asphalt (where new asphalt meets old asphalt).

- Asphalt reinstatement shall be limited to a maximum compacted thickness of 5 inches, unless otherwise instructed by the Ministry Representative(s). Asphalt shall be placed and compacted in lifts not exceeding 2 inches compacted thickness per lift.
- Compaction of each layer using appropriate equipment.
- Finishing the repair to match the surrounding pavement profile, with a slight allowance for overfill to achieve the required finished level following compaction.

Repairs shall be excavated to the depth necessary to remove all loose, broken, or unsound material and to expose a firm and stable base. Where the required reinstatement depth exceeds 5 inches, the Contractor shall stop and seek direction from the Ministry Representative(s) before proceeding.

Where the depth of the repair requires, asphalt shall be placed and compacted in multiple lifts in accordance with this specification.

Each lift shall be compacted before placement of the subsequent lift.

The total thickness of asphalt shall be sufficient to restore the pavement to the existing road level.

The hole shall be slightly overfilled before compaction to allow for consolidation of the material.

Following final compaction, the surface of the repair shall be left slightly proud of the surrounding pavement, typically by approximately 0.25 inches, to allow for further consolidation under traffic and to prevent the formation of depressions that may retain water.

The finished surface shall not be depressed below the adjacent pavement when checked using a straightedge.

The perimeter of the repair shall be sealed to prevent water ingress.

The Contractor shall not extend excavation beyond that required to remove unsound material without instruction.

Where excavation reveals conditions beyond the practical limits of road repair, including excessive depth, instability, or the need for traffic control measures beyond those reasonably associated with the Works, the Contractor shall stop work, make the area safe, and notify the Ministry Representative(s) for instruction.

No additional works or associated costs shall be undertaken without prior instruction from the Ministry Representative(s).

Work Requirements

The Contractor shall ensure that:

- Each repair is properly compacted and stable under traffic.
- The finished surface shall be slightly proud of the surrounding pavement following compaction, typically by approximately 0.25 inches. It shall not be depressed below the adjacent pavement when checked using a straightedge.
- Repairs are smooth, well-bonded, and free of loose material, segregation, deformation, or ravelling.
- Repair edges are clean, firm, and free of loose material.

Standard and specialised equipment required to execute the Works shall be deemed included within the Contractor's rates. No additional payment shall be made for increased effort or difficult material conditions. Repairs shall be durable and fit for their intended purpose within the limits of the defined scope.

The following also applies:

- Each road repair shall be completed within the same working period.
- Do not leave any repair open, incomplete, or unsafe at any time. Before leaving the site (including breaks), make the area safe for traffic and pedestrians.
- All works shall be carried out in a controlled and safe sequence.
- Partial or incomplete works shall not be accepted for payment.

Asphalt Supply

All asphalt required for the works shall be:

- Supplied by the Contractor.
- Sourced exclusively from the Government of Bermuda.

No alternative suppliers shall be used unless expressly approved in writing by the Ministry Representative(s).

Road Traffic Notices (RTNs)

If an RTN is needed for the planned traffic control, the Contractor must tell the Ministry Representative(s) in advance. If the Contractor is unsure whether an RTN is required, he shall ask the Ministry Representative(s) before starting work. This must be provided at least 48 hours before the planned start of work.

The Ministry shall arrange and issue the RTN where applicable.

The Contractor shall provide sufficient details of the proposed works, including location, extent, duration, and traffic management requirements.

The Contractor shall plan and coordinate works to accommodate RTN requirements and shall not be entitled to additional payment or compensation for RTN issuance.

Failure to provide sufficient notice shall not constitute grounds for delay or additional payment.

Traffic Management

The Contractor shall be responsible for managing traffic safely during the Works.

At a minimum, this shall include:

- Use of cones and warning signage.
- Use of stop/go control where required.
- Maintaining safe passage for vehicles and pedestrians.
- Temporary traffic signals shall only be deployed where required and approved by the Ministry Representative(s).

Works shall be carried out in a manner that minimises disruption to traffic.

No open or partially completed repair shall be left open or unsafe at any time, including during active working periods.

Traffic management measures shall be commensurate with the scale, duration, and location of the Works.

Traffic control shall be measured and paid as separate items in accordance with the Schedule of Rates.

Traffic control duration shall be commensurate with the actual duration of the works and subject to verification by the Ministry Representative(s).

The Contractor shall not be entitled to payment for excessive or unnecessary traffic control measures.

The Contractor shall maintain records of traffic management activities, including personnel, duration, and measures implemented, and shall provide such records upon request.

Utilities

The Contractor shall take all necessary steps to identify and avoid existing utilities, including routine coordination and communication with utility providers where required.

This includes:

- Being aware of utility features and service locations.
- Exercising care during work.
- Adjusting working methods to avoid damage.
- Stopping work immediately if any unknown service is encountered and notifying the Ministry's Representative(s).

Any damage to utilities caused by the Contractor shall be the responsibility of the Contractor and shall be repaired at their expense.

Such activities shall be deemed incidental to the works and included within the rates.

Working Hours & Public Considerations

Works shall be carried out during normal working hours unless otherwise agreed with the Ministry Representative(s). Normal working hours shall be between **9:00 am and 3:30 pm, Monday to Friday, excluding public holidays**, unless otherwise agreed.

This definition shall apply to site operations and execution of the Works, notwithstanding any differing definition of working hours contained within the Agreement.

This clause shall not modify or affect any definition of “Business Day” or “Working Day” in the Agreement as it relates to contractual notices, response times, or payment provisions.

Works outside normal working hours shall only be carried out upon instruction by the Ministry Representative(s).

Where works are instructed outside normal working hours, the applicable rate adjustments, if any, as set out in the Schedule of Rates shall apply.

The Contractor shall:

- Minimise inconvenience to road users and nearby residents.
- Avoid unnecessary obstruction of the roadway.
- Maintain access where reasonably practicable.

At the end of each working period, all work areas shall be left in a safe and orderly condition.

Quality Control & Inspection

The Ministry Representative(s) may inspect the works at any stage. The Contractor shall:

- Provide access at all times.
- Notify when work is in progress.
- Facilitate inspection at all stages.

The Contractor shall not proceed to subsequent stages where deficiencies have been identified.

Any works not meeting the specification shall be:

- Rejected.
- Removed and reinstated at the Contractor's expense.

No payment shall be made for non-compliant works.

Inspection does not relieve the Contractor of responsibility.

The Contractor remains solely responsible for the adequacy and performance of the works, notwithstanding any inspection, instruction, or approval by the Ministry Representative(s).

Health & Safety

The Contractor shall comply with the Occupational Safety and Health Act 1982, applicable regulations, and the Ministry of Public Works Contractor Safety Procedure (HSE 023).

Without limiting the generality of the above, the Contractor shall:

- Submit a Construction Project Safety Plan for review and acceptance prior to commencement of works.
- Submit a task-specific Risk Assessment and Method Statement (RAMS) for road repair activities for review and acceptance prior to commencement of works. The RAMS shall identify hazards, control measures, safe systems of work, traffic management arrangements, and emergency procedures. The Contractor shall ensure all personnel are briefed on the RAMS prior to commencing work
- Ensure all personnel receive site-specific safety orientation prior to starting work.
- Designate a competent onsite safety representative responsible for the implementation and monitoring of safety controls.

- Conduct toolbox talks and safety briefings at appropriate intervals.
- Implement appropriate traffic management and work zone safety controls in accordance with the nature of the works.
- Ensure all works are carried out in a manner that protects workers, road users, and the public.
- Report all accidents, incidents, and near misses in accordance with Ministry procedures, including:
 - Immediate notification of serious incidents.
 - Formal reporting within required timeframes.
- Ensure appropriate emergency procedures, first aid provisions, and trained personnel are available at all times.
- Maintain good housekeeping and hazard control, including management of materials, equipment, and work areas.

Compliance with HSE 023 shall be a condition of the Contract, and failure to comply may result in suspension of works or other actions in accordance with the Agreement.

The Contractor acknowledges that no works shall commence until all required safety documentation has been submitted and accepted, and the Ministry's Pre-Start Safety Verification Checklist has been completed and signed.

Contract Basis

Works shall be instructed on an as-needed basis.

Payment will be based on quantities instructed, measured, and approved.

There will be no entitlement to payment beyond the instructed works.

SUPPORTING DOCUMENTS (HEALTH & SAFETY)

Once awarded the following documents (to be provided upon award for completion) will form part of the Health & Safety requirements of this Contract:

- Sample Risk Assessment and Method Statement (RAMS).
- Construction Project Safety Plan Form.

The Contractor acknowledges that no works shall commence until all required safety documentation has been submitted and accepted