Request for Quotations

For

New Sidewalk and Retaining Wall for Bay City Guest House

Request for Quotations No.: 2018-001Q

Issued: Thursday, February 8, 2018

Submission Deadline: Friday, March 2, 2018, 03:00:00 PM AST
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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for New Sidewalk and Retaining Wall for Bay City Guest House, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, through the Ministry of Public Works (hereafter referred to as “Government”), is requesting Tenders for new sidewalk and retaining wall construction at Bay City Guest House located at 53 Pitt’s Bay Road, Pembroke, Bermuda.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be: Mrs. Elizabeth Davis-Smith (edsmith@gov.bm)

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

Respondents downloading this file and responding are required to register with RFQ Contact by emailing their company name and contact information to Mrs. Elizabeth Davis-Smith (edsmith@gov.bm)

Amendment/addenda (if any) will be posted at https://www.gov.bm/procurement-notices. Respondents should visit the Government Portal website on a regular basis during the procurement process.

1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of “N/A”, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to “N/A”. Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.
1.4 RFQ Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFQ</td>
<td>Thursday, February 8, 2018</td>
</tr>
<tr>
<td>Pre-Bid / Site Meeting</td>
<td>Monday, February 19, 2018 09:00 AM Atlantic Standard Time (&quot;AST&quot;)</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Thursday, February 22, 2018 [4:00 PM] AST</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>Monday, February 26, 2018 [4:00 PM] AST</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>Friday, March 2, 2018 03:00:00 PM AST</td>
</tr>
<tr>
<td>Anticipated Execution of Agreement</td>
<td>Wednesday, March 7, 2018</td>
</tr>
</tbody>
</table>

The RFQ timetable is tentative only, and may be changed by the Government at any time. Respondents are requested to submit a Registration of Interest prior to the deadline noted in the timetable above.

Pre-Bid/Site Visit
The Pre-Bid site visit will be held on February 19, 2018 at 9:00 AM AST. All attendees should meet at the following location.

Bay City Guest House, 53 Pitt's Bay Road, Pembroke

Public Opening of Proposals
The Ministry will examine Proposals to determine whether they are complete, whether the requisite Proposal whether the documents have been properly signed and whether the Proposals are generally in order. Proposals shall be opened after 3:00 PM AST, on the 2nd March, 2018.

At Proposal opening, a member of the Purchasing and Tendering Committee will announce the Proponents' names and the Proposal Prices. The Ministry shall prepare, for their own records, minutes of the Proposal opening, including the information disclosed to those present.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location
Quotations must be submitted at:

Tender Box at the Ministry of Public Works,
Located on the 3rd Floor, General Post Office Building,
56, Church Street,
Hamilton, HM12, Bermuda

1.5.2 Quotations to be Submitted on Time
Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and
responsibility rest solely with the respondent to deliver its quotation to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit three (3) original signed hard copies of their quotation in a sealed package or one (1) electronic copy, in Microsoft Word or Adobe PDF format. If both a hard copy and electronic copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the electronic copy of the quotation, the hard copy of the quotation will prevail. Quotations should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the respondent.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn quotations.

[End of Part 1]
PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Government will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.
[End of Part 2]
PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

The entire content of the respondent’s quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent’s quotation but not attached will not be considered to form part of its quotation.

3.1.4 References and Past Performance

In the evaluation process, the Government may include information provided by the respondent’s references and may also consider the respondent’s past performance or conduct on previous contracts with the Government or other institutions.

3.1.5 Information in RFQ Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information and empirical data contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent’s responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews, travel or demonstrations.

3.1.7 Quotation to be Retained by The Government

The Government will not return the quotation or any accompanying documentation submitted by a respondent.
3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Government makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The respondent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

(a) shall report any errors, omissions or ambiguities; and

(b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by respondents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact’s email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The Government is under no obligation to provide additional information, and the Government shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published online - https://www.gov.bm/procurement-notices. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.
3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent’s quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent’s quotation. The Government may revisit, re-evaluate and rescore the respondent’s response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the Agreement is executed by the Government and a respondent, the other respondents may be notified directly in writing of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government’s Procurement Protest procedures. The notice must provide detailed explanation of the respondent’s concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the
RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Government may disqualify a respondent for any conduct, situation or circumstances, determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents shall not in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any respondent.

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Government; deceitfulness; submitting quotations containing
misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

(a) illegal or unethical conduct as described above;
(b) the refusal of the supplier to honour its submitted pricing or other commitments; or
(c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.4.9 No Collusion

Respondents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

3.5 Confidential Information

3.5.1 Confidential Information of The Government

All information provided by or obtained from the Government in any form in connection with this RFQ either before or after the issuance of this RFQ

(a) is the sole property of the Government and must be treated as confidential;
(b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
(c) must not be disclosed without prior written authorization from the Government; and
(d) must be returned by the respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
3.6  Procurement Process Non-Binding

3.6.1 No Process Contract

This RFQ is a request for quotes only and participation in this RFQ is not intended to create legal obligations between the Government and any of the respondents or their representatives. For greater certainty and without limitation:

(a) Participation in this RFQ will not give rise to any preliminary contract or collateral contract;

(b) No respondent shall have any claim for any compensation of any kind whatsoever (whether in contract, tort, law, equity or otherwise), as a result of participating in this RFQ, and by submitting a quotation each respondent shall be deemed to have agreed that it has no claim against the Government;

(c) The decision to award or not to award a contract to any respondent is at the discretion of the Government. The Government shall have no liability to any respondent with respect to the awarding of contract or the failure to award a contract to any respondent. Respondents acknowledge that the lowest quotation might not be awarded a contract.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Government to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Government may cancel or amend the RFQ process without liability at any time. Cancellation may occur, for example, if:

- where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
• all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or

• where irregularities require cancellation in the interest of fairness.

The publication of a procurement notice does not commit the Government to implement the programme or project announced.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]
APPENDIX A – FORM OF AGREEMENT
Short Form Contract Particular Conditions

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

<table>
<thead>
<tr>
<th>Sub-Clause</th>
<th>Item</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Provisions</td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td>Documents forming the Contract listed in order of priority (delete if not applicable)</td>
<td>Document Identification</td>
</tr>
<tr>
<td></td>
<td>(a) The Agreement</td>
<td>Attached</td>
</tr>
<tr>
<td></td>
<td>(b) Letter of Acceptance</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>(c) Client’s Request for Proposal</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>(d) Addenda</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>(e) Particular Conditions</td>
<td>Attached</td>
</tr>
<tr>
<td></td>
<td>(f) General Conditions</td>
<td>Attached</td>
</tr>
<tr>
<td></td>
<td>(g) The Specification</td>
<td>Attached</td>
</tr>
<tr>
<td></td>
<td>(h) The Drawings</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>(i) The Contractor’s tendered design</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>(j) The Bill of Quantities</td>
<td>N/A</td>
</tr>
<tr>
<td>1.1.9</td>
<td>Time for Completion</td>
<td>90 days</td>
</tr>
<tr>
<td>1.4</td>
<td>Law of the Contract</td>
<td>Laws of Bermuda</td>
</tr>
<tr>
<td>1.5</td>
<td>Language</td>
<td>English</td>
</tr>
<tr>
<td>2</td>
<td>The Employer</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Provision of Site</td>
<td>On the Commencement Date: N/A</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Sub-Clause</th>
<th>Item</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Employer’s Representatives</td>
<td>Curtis J. A. Charles PE.</td>
</tr>
<tr>
<td>3.1</td>
<td>Authorised Person</td>
<td>Chief Engineer</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Details</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------</td>
<td>---------</td>
</tr>
</tbody>
</table>
| 3.2     | Name and address of Employer’s representative (if known) | Chief Engineer  
Ministry of Public Works,  
56 Church Street,  
Hamilton, HM12 |
<p>| 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)    | Not applicable |
| 7       | Programme                                        |         |
| 7.2     | Time for submission                              | Within N/A days of the Commencement Date |
| 7.2     | Form of programme                                | Not applicable |
| 7.4     | Amount payable due to failure to complete        | $150 per day up to a maximum of 10% of sum stated in the Agreement |
| 9       | Remedying Defects                                |         |
| 9.1     | Period for notifying defects                      | 90 days calculated from the date stated in the notice under Sub-Clause 8.2 |
| 10      | Variation Procedure                              |         |
| 10.2    | Day work rates                                   | N/A     |
|         |                                                 | (details) |</p>
<table>
<thead>
<tr>
<th>Sub-Clause</th>
<th>Item</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Valuation of the Works</td>
<td>$</td>
</tr>
<tr>
<td>11.1</td>
<td>Lump sum price</td>
<td>(details)</td>
</tr>
<tr>
<td>11.1</td>
<td>Lump sum price with schedules of rates</td>
<td>Not applicable</td>
</tr>
<tr>
<td>11.1</td>
<td>Lump sum price with bill of quantities</td>
<td>Not applicable</td>
</tr>
<tr>
<td>11.1</td>
<td>Re-measurement with tender bill of quantities</td>
<td>Not applicable</td>
</tr>
<tr>
<td>11.1</td>
<td>Cost reimbursable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>11.2</td>
<td>Percentage of value of Materials and Plant</td>
<td>Materials 90%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plant 100%</td>
</tr>
<tr>
<td>11.3</td>
<td>Percentage of retention</td>
<td>5% for 90 days</td>
</tr>
<tr>
<td>11.5</td>
<td>Period for notifying defects</td>
<td>365 days calculated from the date stated in the notice under Sub-Clause 8.2</td>
</tr>
<tr>
<td>11.7</td>
<td>Currency of payment</td>
<td>Bermuda Dollars</td>
</tr>
<tr>
<td>11.8</td>
<td>Rate of interest</td>
<td>5.0  % per annum</td>
</tr>
<tr>
<td>14</td>
<td>Insurances</td>
<td></td>
</tr>
<tr>
<td>14.1(a)</td>
<td>The Works, Materials, Plant and fees</td>
<td>The sum stated in the Agreement plus 15%</td>
</tr>
<tr>
<td>14.1(a)</td>
<td>Contractor’s Equipment</td>
<td>Full replacement cost</td>
</tr>
<tr>
<td>14.1(b)</td>
<td>Third party injury to persons and damage to property</td>
<td>$ 1,000,000.00</td>
</tr>
<tr>
<td>14.1(c)</td>
<td>Workers</td>
<td>$ 1,000,000.00</td>
</tr>
</tbody>
</table>
Other Cover
Exclusions

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Rules</td>
<td>Bermuda Arbitration Act 1986</td>
</tr>
<tr>
<td>15.3</td>
<td>Appointing authority</td>
<td>In accordance with the Bermuda Arbitration Act 1986</td>
</tr>
<tr>
<td>15.3</td>
<td>Place of Arbitration</td>
<td>Bermuda</td>
</tr>
</tbody>
</table>

See Appendix A - Form of Agreement
APPENDIX B – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.

<table>
<thead>
<tr>
<th><strong>Full Legal Name of Respondent or Personal/Given Name:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Representative Name (Person with Signing Authority) / Title:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Any Other Relevant Name under which Respondent Carries on Business:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Street Address:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>City, Province/State, Parish:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Country</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Postal Code:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Phone Number with Area Code:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Respondent's Social Insurance Number issued by the Government of Bermuda:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Respondent’s Payroll Tax Number issued by the Government of Bermuda:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Company Website (if any):</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Respondent Contact Name and Title:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Respondent Contact Phone:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Respondent Contact Fax:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Respondent Contact Email:</strong></td>
</tr>
</tbody>
</table>

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.
3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, _________to___________(if applicable) issued by the Government, or if no addenda were issued by the Government write the word “None”. The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; AND (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

☐ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.
If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

8. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 (“Act”). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

Signature of Witness

Name of Witness

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.
APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

(a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.

(b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes except for “N/A” which should be itemized separately.

(c) Pricing quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

The contract price is the lump sum accepted for the performance of the whole works.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

\[
\text{Lowest price} \div \text{the Proponent's price} \times \text{weighting} = \text{Proponent's pricing points}
\]

In addition to any rights to verify, clarify and supplement,

(a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

(b) Arithmetical errors will be rectified on the following basis:

(i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the respondent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

(ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
(iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Sum (BD $) in Figures and Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Sidewalk and Retaining Wall for Bay City Guest House</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

| Lump sum price | $ |

Schedule of Unit Rates

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Labour</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Unskilled Labour</td>
<td>per hour</td>
</tr>
<tr>
<td>1.2</td>
<td>Skilled Labour</td>
<td>per hour</td>
</tr>
<tr>
<td>1.3</td>
<td>Supervisor</td>
<td>per hour</td>
</tr>
<tr>
<td>1.4</td>
<td>Driver</td>
<td>per hour</td>
</tr>
<tr>
<td>1.5</td>
<td>Carpenter</td>
<td>per hour</td>
</tr>
<tr>
<td>1.6</td>
<td>Carpenter Helper</td>
<td>per hour</td>
</tr>
<tr>
<td>1.7</td>
<td>Rebar Fitter</td>
<td>per hour</td>
</tr>
<tr>
<td>1.8</td>
<td>Rebar Fitter Helper</td>
<td>per hour</td>
</tr>
<tr>
<td>1.9</td>
<td>Excavator Operator</td>
<td>per hour</td>
</tr>
</tbody>
</table>

| 2.0        | Other Items not listed above | |
| 2.1        | ___________________________ | ______ | $__________ |
| 2.2        | ___________________________ | ______ | $__________ |
**VEHICLE AND EQUIPMENT LIST**

Please provide the list of vehicle and equipment to be provided and used to perform the works outlined in this RFQ. (Add type of equipment and their rates, add more lines as need)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Vehicle/Equipment Description</th>
<th>Rate per Hour</th>
<th>Rate per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Excavator Machine</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C2</td>
<td>Rebar Bending Machine (if available)</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Other items not listed above

<table>
<thead>
<tr>
<th></th>
<th>Rate per Hour</th>
<th>Rate per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C5</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C6</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C7</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

All unit rates above shall be considered fully inclusive of delivery, preparation, placing and finishing.

Signed: __________________________________________
Print Name: _______________________________________
Title: ___________________________________________ 
Company: _________________________________________
Date: ___________________________________________
APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Construction of New Sidewalk and Retaining Wall See Annex A - Scope of Work and Specifications

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

2. Pricing (Appendix C)

Each quotation must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

Method Statement on how the work is to be completed;

Safety and Health Plan for the Project;

Company Organizational Chart, References, and short resume profiles of Key Personnel

Attach a copy of the Company`s Certificate of Incorporation.

Bidders who are incorporated, must include a copy of their Company’s Certificate of Incorporation.

Include a letter from principal bank confirming credit status of Bidder

Certificate of Confirmation of Non-Collusion (Appendix E)

Each bid must include a signed copy of the Certificate of Confirmation of Non-Collusion

ADDITIONAL COMPANY INFORMATION (APPENDIX F)

Bidders, who are incorporated, must include a completed copy of the Additional Company information.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A
E. PRE-CONDITIONS OF AWARD

Insurance

Valid proof of insurance at an appropriate level to cover the projects anticipated errors and omissions.

Safety and Health

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupational Safety and Health Regulations of 2009; and any subsequent revision.

Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.

Please note: the Department of Works and Engineering policy includes the provision that no alcohol or prohibited drugs shall be consumed on the site or in any vehicle related to the work or service provided. Also, no employ of the contractor or sub-contractor shall be under the influence of alcohol or drugs whilst at work.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<table>
<thead>
<tr>
<th>#</th>
<th>Category</th>
<th>Weighting</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pricing</td>
<td>30</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Site Visit Attendance</td>
<td>10</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>Relevant Experience and Qualifications</td>
<td>20</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>Method Statement</td>
<td>20</td>
<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>References</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>6</td>
<td>Current Workload</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>7</td>
<td>Social, Environmental and Economical</td>
<td>10</td>
<td>N/A</td>
</tr>
</tbody>
</table>

1. Pricing

See Appendix C - Pricing

2. Site Visit Attendance

Points will be awarded to Proponents attending the site visit (or portion thereof).

3. Relevant Experience and Qualifications

Construction experience will be assessed and scored for applicability to working on the basis of similar projects. Proponents to ensure that reference personnel are available for contact.
1. Proponents to provide a minimum of three (3) representative projects containing a robust description of the projects including, but no limited to:
   1. project contact (to be used a reference check)
   2. project location
   3. scope
   4. schedule
   5. project phasing
   6. coordination
   7. challenges experienced on the project and associated solution, and
   8. relevance to the project outlined in this RFQ.
2. The projects listed must have been under the direct management of the contractor’s current employees. Projects should be of similar budget.

4. Method Statement

Proponents are required to provide a Method Statement with their submission which outlines the following, at a minimum:

1. Project plan for this project, to include:
   1. Details of how the Proponent will carry out the work/stage
   2. Timelines for each stage of work
   3. Proposed holding area(s) for excavated materials
   4. Proposed site cleaning strategy
2. A list of equipment proposed for use on this project, to include:
   1. Make
   2. Model
   3. Capacities (where applicable)
   4. Age
   5. Ownership (rented or owned)
   6. Proposed parking area(s) for each equipment
3. Traffic plan for this project, to include:
   1. Traffic/vehicle management
   2. During normal business hours
   3. During rush hours identified
4. Safety plan for this project, to include:
   1. A signed copy of your firm’s Health & Safety policy and manual.
   2. Emergency procedures
   3. Equipment/power lockout procedures
   4. Site workers safety protocols
   5. Pedestrian safety protocols

5. References

(Project) references will be checked for general performance of the work, and performance on schedule in accordance with final contract time, and on budget in accordance with final contract price, adherence to quality control plan, and safety performance.
6. Current Workload

1. Proponents must submit details of similarly sized and scope projects currently underway and other projects in progress that will be completed in 2018.
2. Respondent must indicate the availability of project Superintendents and Foreperson for the duration of this project.
3. Respondent is to agree to a project schedule and submit preliminary.

7. Social, Environmental and Economical

1. Health and safety records for the last three years of reporting;
2. Employee data that shows the proportion of Bermudian employed and their commitment to training of all their employees in the field of work; and
3. A statement confirming its indebtedness to the Government of Bermuda (to be verified).
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

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

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

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

Confirmation of non-collusion

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

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

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

(a) communicating to a person other than the RFQ Contact the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any proposal to be submitted; or

(c) offering or agreeing to pay or give or paying any sum of money, inducement, gift/hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) __________________________ Title __________________________ Date __________________________

(2) __________________________ Title __________________________ Date __________________________

for and on behalf of __________________________

_______________________________

RFQ (High Score) – New Sidewalk and Retaining Wall for Bay City Guest
House
APPENDIX F – ADDITIONAL COMPANY INFORMATION

Submit multiple copies of this form - one for the Bidder and each Subcontractor included in this Bid.

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

   ________________________________________________________________

   ________________________________________________________________

2. Company Insurance details:

   Commercial Third Party Insurance carried: BD$ __________________________

   Workers Compensation Insurance carried: BD$ __________________________

3. Company Banking Details:

   Name and address of principal bankers:

   ________________________________________________________________

   ________________________________________________________________

4. | TOTAL NUMBER OF STAFF |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF BERMUDIAN</td>
</tr>
<tr>
<td>NUMBER OF NON-BERMUDIANS</td>
</tr>
<tr>
<td>PERCENTAGE OF BERMUDIANS</td>
</tr>
</tbody>
</table>

5. Do you have an Environmental Policy? If so, please attach._______________

6. Do you provide apprenticeships/training positions?_______________
Additional Company Information (continued)

7. Have you participated in appropriate business skills training, e.g. The BEDC Construction incubator, or have verifiable business skills (experience or training)?

If so, please provide details.

____________________________________________________________________________

Signed: __________________________________________

Print Name: _______________________________________

Title: ____________________________________________

Company: _________________________________________

Date: _____________________________________________

End of Appendix F
1. General

1.1. The work included in this contract is to construct a new retaining wall and create new sidewalk along Pitt’s Bay road near Property 53 Pitt’s Bay Road, Pembroke. The roadway wall and side will be 20 meters (or 65.6 feet) long. The sidewalk is 3 feet, 6 inches wide along the frontage of this wall. The wall needs to achieve a height that will support the yard above the wall and it is approximately 7ft 10in high.

The contractor must install 65.6ft of sidewalk kerb stone with footing, lay concrete surface for sidewalk. Construct wall footing and wall as indicated by specified drawings.

1.2. The contractor, prior to start of any excavation work, must arrange to find and locate any utilities service within the work zone of this project. The contractor is responsible for any damage they may cause to any utility service(s) within the work zone.

1.3. The contractor will provide all the necessary construction equipment and materials to create this new wall and new sidewalk.

1.4. The contractor will deliver equipment to the site and make all the necessary arrangements for parking the equipment. Public property can be used for parking. However, where resident’s property is desired to be used for parking, the contractor needs to acquire landowner permission to use their property.

1.5. The contractor will make the site safe for workers and the public at large and ensure that all health and safety requirements are adhered on site.
2. Sidewalk and Retaining Wall Details.
See drawing provided to read details for this drawing section.

3. Traffic Control

3.1. Since the road work is against Pitt’s Bay Road, the contractor must prepare the work site safety so that motorists can pass by this work site safely. Where and when necessary, the contractor is permitted to close one traffic lane during such time they must use traffic signals to control one way traffic flow passing the work site. The traffic signal needs to be set up to allow for one traffic queue at a time to pass the work site for both directions along Pitt’s Bay road.

3.2. During the hours of 7.30am until 9:00am, no traffic signals can be used since this will greatly impact earlier hour traffic flow on Pitt’s Bay road. The contractor must stop work only on the Pitt’s Bay road during this rush hour traffic time. This is to ensure safe passage for motorists and to allow safe work area for the work crew.

3.3. The contractor must sweep the street(s) and remove any and all lose material on the road surface while these road works take place.

4. Quality Assurance

4.1. Regulatory Requirements: All wall and sidewalk work shall meet the Ministry of Public Works minimum standards for sidewalk and retaining walls.

4.2. The contractor is responsible for down time due to equipment. As well as for any necessary repairs to have the equipment operational.

4.3. The excavation material on site needs to be taken away and return to site so that there is no damage to the site or to the public road. The excavated material may be used to back fill behind the proposed new wall, provided it is suitable. The Ministry of Public Works must inspect the material to determine its suitability.
4.4. The contractor must find a secure site to store this material once it is removed from the site and return the material to site as back fill behind the wall. The material is to be compacted in 6” layers.

4.5. The soil on the upper level behind the existing wall must be removed separated from any rubble or rock material and kept separate from backfill material. This excavated soil can only be used to help topsoil to grow. Where material is not suitable for backfill behind wall, the contractor must provide suitable rubble material to be used for back fill behind wall. The Ministry of Public Works is responsible for the cost of the new material and its delivery to the site, subject to prior approval.

5. Equipment

5.1. All equipment on this project must prove satisfactory to handle the work load, maintain productivity.

5.2. The Contractor shall supply 100% the equipment to excavate, cut, measure, crush, sort, carry concrete and pour concrete where necessary on site. The equipment shall be in safe working order that conforms to the working practise of such equipment for road paving works.

6. Delays

6.1. During execution, any delays in the procedure must be shared with the Ministry of Public Works. The Ministry of Public Works must be alerted to target dates that will be missed and given alternative dates promptly.

6.2. Failed target dates will be subject to financial compensation as indicated in the Short Form Contract Particular Conditions.

7. Subcontracting

The Proponent may utilize a subcontractor to complete a task(s). The subcontractor cost must be included with the bid submitted. Proponents are to identify all proposed subcontractors with whom they intend to perform part of the work as follows:

7.1. Complete an Additional Company Information form for each subcontractor

7.2. Identify the work the subcontractor(s) is expected to carry out

7.3. Subcontractors are subject to undergo a check of indebtedness to the Government of Bermuda
A PROJECT FOR

NEW SIDEWALK & RETAINING WALL

'BAY CITY', #53 PITT'S BAY ROAD, PEMBROKE

ISSUED TO WORKS & ENGINEERING - FOR COMMENT

80% COMPLETE SET

FEBRUARY, 2017
PROJECT #1700

CLIENT
WATERFRONT PROPERTIES LIMITED

PROJECT ARCHITECT
SALTUS ASSOCIATES

DRAWING LIST
A001 EXISTING SITE PLAN, WALL SECTIONS AND PHOTOS
A002 RETAINING WALL & SIDEWALK PLAN
A003 RETAINING WALL SECTIONS
A004 GENERAL STRUCTURAL NOTES

SALTUS ASSOCIATES
Architecture * Planning * Consulting

P.O. Box HM 1325
Hampton, HM 1K
Bermuda

Tel.: 441-295-7180
Fax: 441-295-7180
E-Mail: saltus@saltusassociates.com
Contact: Mr. Donald Cox

CONTACT: MBL CHARLITA SALTUS
Area of land to be transferred to Government Sidewalk - 203.66 sq.ft.
REVIEW DATE
A
APPROVED
B
ISSUED TO HAE FOR COMMENT
M
ISSUED TO HAE FOR COMMENT
D
ISSUED TO HAE FOR COMMENT

PROJECT STATUS
CONSTRUCTION PHASE

THESE DRAWINGS ARE NOT TO BE SCALING.
ALTUS ASSOCIATES IS RELIEVED FROM ANY AND ALL LIABILITY FOR THE USE OF ITS DOCUMENTATION
IN A MANNER INCORRECT OR EXPRESSED AND OR IMPLIED INTENT.
THE CONTRACTOR SHALL CHECK AND VERIFY ALL
DIMENSIONS AND LEVELS AND REPORT ANY APPARENT DISCREPANCIES TO THE ARCHITECT PRIOR TO COMPLETING WORK.

ALTUS ASSOCIATES
Architecture • Planning • Consulting
K5, Old Road, P.O. Box HS, Bamboos
P.O. Box 7226, Hamilton HM 101, Bermuda
Tel: 441-295-2726 Fax: 441-295-2725 Email: altus@altusassociates.com

PROJECT TITLE
PROPOSED ONE BEDROOM DWELLING
UNIT, BAY CITY, SB FITTS BAY ROAD, PEMBROKE

DRAWING TITLE
REINFORCED WALL DETAILS

DRAWN BY
CHECKED BY

SCALE
DATE DRAWN

PROJECT NUMBER
DRAWING NO.

1700
A.101
GENERAL STRUCTURAL NOTES:

1.0 GENERAL

1.1 THESE NOTES APPLY TO ALL STRUCTURAL DETAILS.

1.2 DO NOT SCALE THE DRAWINGS. CONTRACTOR SHALL REVIEW AND DETERMINE THAT DIMENSIONS ARE CORRECTED BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS. REPORT ANY DISAGREEMENTS BEFORE PROCEEDING WITH WORK.

1.3 ALL NOTED OTHERWISE THE CONTRACTOR SHALL SUPPLY ALL THE NECESSARY MATERIALS TO COMPLETE THE WORK.

1.4 THE STRUCTURAL PLAN AND SPECIFICATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE APPLICABLE BUILDING CODE LATEST ADOPTED EDITION.

2.0 DEMOLITION EXCAVATION AND EARTHWORKS

2.1 REMOVE EXISTING CONSTRUCTION AS INDICATED ON THE DRAWINGS. TAKE NECESSARY PRECAUTIONS TO PROTECT THE STRUCTURE THAT IS TO REMAIN AND DISPOSE PROPERLY OF MATERIALS FROM DEMOLITION OPERATIONS. ALL SEERS SHALL BE DISPOSED OF AT ЮAL COMPOST.

2.2 CARE SHALL BE TAKEN DURING THE DEMOLITION OF THE EXISTING STRUCTURE SO AS NOT TO UNDILY DISTURB ANY PART OF THE EXISTING STRUCTURE THAT IS TO REMAIN.

2.3 ALL EXCAVATION AND EARTHWORKS IS TO BE CARRIED OUT IN ACCORDANCE WITH THE SPECIFICATIONS FOR THIS PACKAGE.

2.4 ALL ROCK CUTS GREATER THAN 6" (SIX FEET) IN HEIGHT SHALL BE CERTIFIED BY A REGISTERED STRUCTURAL ENGINEER.

2.5 BACKFILL MATERIAL SHALL BE FREE FROM ORGANIC MATTER, CONSTRUCTION DEBRIS AND LARGE ROCKS GREATER THAN 3" (THREE INCHES). THE BACKFILL SHALL BE LAYED IN LAYERS NOT GREATER THAN 6" (SIX INCHES) HARRIED AND COMPACTED.

2.6 DO NOT BACKFILL AGAINST HALLS EMBATTED EMBATTED ELEMENTS PROVIDING LATERAL SUPPORT ARE COMPLETED PLACE BACKFILL SIMULTANEOUSLY ON BOTH SIDES OF OTHER WALLS BELOW GRAVEST.

2.7 ALL EXCAVATION SHALL BE ADEQUATELY DE-MATERIALIZED BEFORE CONCRETE IS PLACED.

3.0 FOUNDATIONS

3.1 ALL FOUNDATIONS SHALL BE FOUND IN ROCKS WHERE THE PRESENCE OF ROCK IS EXPECTED BUT NOT DETECTED A REGISTERED STRUCTURAL ENGINEER SHALL BE RETAINED TO PROVIDE ALTERNATIVE DETAILS.

3.2 ALL FOUNDATIONS TO BE MINIMUM OF 2 FEET ABOVE THE WATER TABLE.

3.3 ALL FOOTINGS AND FOUNDATIONS TO BE FOUND ON UNDISTURBED SOIL ROCK OR WELL COMPAowered CONCRETE PLAIN BEARING MATERIAL TO REMAIN UNDISTURBED AND INSPECTED BY THE ENGINEER PRIOR TO PLACING FOUNDATION FOOTINGS AND FOUNDATIONS.

3.4 ANY SOFT AREAS IN ROCK ARE TO BE REMOVED AND FILLED WITH ISOP SII LEAN CONCRETE.

4.0 CONCRETE

4.1 ALL STRUCTURAL CONCRETE SHALL ACHIEVE A MINIMUM CURE COMpressive STRENGTH OF 6000 PSI AT 28 DAYS UNLESS NOTED OTHERWISE.

4.2 ALL BACKFILL CONCRETE SHALL ACHIEVE A MINIMUM CURE COMpressive STRENGTH OF 5000 PSI AT 28 DAYS UNLESS NOTED OTHERWISE.

4.3 ALL CONCRETE WORK SHALL CONFORM TO ACI 301 OR LATEST EDITION SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS OR APPROVED EQUIVALENT STANDARD.

4.4 UNLESS NOTED OTHERWISE CONCRETE COVER TO REBAR SHALL BE AS FOLLOWS:

LOCATION CLEAR COVER
FOUNDATIONS 3" (THREE INCHES TO EARTH ACT)
PLAUS 1" (ONE INCH)
BEAMS 1 1/2" (ONE AND ONE HALF INCHES)
SUSPENDED SLABS ON METAL DECKING 1" (ONE INCH AND ONE HALF INCHES)
RETAINING WALLS 3" (THREE INCHES TO EARTH ACT)

4.5 CONCRETE MIX DESIGN TO BE SUBMITTED TO THE ENGINEER FOR APPROVAL.

4.6 NO ADDITIVES TO BE USED WITHOUT PRIOR APPROVAL OF THE ENGINEER.

4.7 EXPERIENCED PERSONNEL TO THE SATISFACTION OF THE ENGINEER SHALL MECHANICALLY VIBRATE ALL STRUCTURAL CONCRETE IN THE APPROVED MANNER. THE CONTRACTOR SHALL HAVE AT LEAST TWO FULLY OPERATIONAL PUMP VIBRATORS ON SITE DURING CONCRETE PLACEMENT.

6.0 REINFORCING STEEL

6.1 ALL STEEL REBARS SHALL BE GALVANIZED WITH A MINIMUM YIELD STRESS OF 60,000 PSI UNLESS NOTED OTHERWISE.

6.2 UNLESS NOTED OTHERWISE, MINIMUM ALLOWABLE LAP LENGTHS TO REBARS SHALL BE:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Laps</th>
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<tbody>
<tr>
<td>T6</td>
<td>12&quot; (TWO EIGHTH INCHES)</td>
</tr>
<tr>
<td>T8</td>
<td>18&quot; (TWO HUNDRED EIGHTY-FOUR INCHES)</td>
</tr>
<tr>
<td>T10</td>
<td>32&quot; (THREE-FOURTEEN INCHES)</td>
</tr>
<tr>
<td>T12</td>
<td>42&quot; (FOUR-TWO NOVEMBER EIGHTY-FOUR INCHES)</td>
</tr>
<tr>
<td>T20</td>
<td>60&quot; (SIXY SIXTY INCHES)</td>
</tr>
<tr>
<td>T25</td>
<td>80&quot; (TWO HUNDRED EIGHTY INCHES)</td>
</tr>
<tr>
<td>T30</td>
<td>100&quot; (ONE HUNDRED INCHES)</td>
</tr>
</tbody>
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6.3 REINFORCING GAGES TO BE PLASTIC OR CONCRETE UNLESS NOTED OTHERWISE.

6.4 REBAR SLAB TO CONFORM TO ACI-337.4-30 GRADE 60-GALVANIZED, HELD IN PLACE FABRIC MESH SHALL CONFORM TO ACI-374.

6.5 REBAR AT ENDS OF CONCRETE LINTELS, STAIRS, PAVEMENTS, BEAMS AND SLABS AND TO HAVE STANDARD END BARS, ANY REBAR WHICH IS CUT AND BENT ON SITE SHALL HAVE TWO APPLICATIONS OF A "ZINC RICH PAINT APPLIED TO THE ENDS, DAMAGED AREAS TO BE APPROVED BY THE ENGINEER.

6.6 REBAR LAPS IN RETAINING WALLS AND FOUNDATION WALLS SHALL BE PROVIDED WHERE APPLICABLE TO ENSURE CONSTRUCTION Logistic.

7.0 MASONRY

7.1 THE AVERAGE COMpressive STRENGTH OF MASONRY UNITS SHALL BE 2000 PSI BASED ON THE NET AREA OF THE BLOCK CELL. MASONRY UNITS SHALL CONFORM TO ACI 212.

7.2 UNLESS NOTED OTHERWISE THE UNIT SHALL BE TYPE 5 IN ACCORDANCE WITH ACI 212.

7.3 BRIQUET FOR MASONRY UNITS SHALL BE 2000 PSI CONCRETE WITH A 9" SLUMP UNLESS NOTED OTHERWISE.

7.4 ALL CELLS TO BE FILLED ARE TO BE KEPT CLEAR OF OBSTRUCTIONS. ALL CELLS CONTAINING VERTICAL REINFORCING SHALL BE FILLED. CELLS BEHIND BEARING BEAMS SHALL BE SOLID FILLED. CELLS ARE TO BE SOLID FILLED TO FULL HEIGHT ON FOUNDATIONS.

7.5 FILLED BLOCK WALLS SHALL BE CONSTRUCTED IN A MAXIMUM OF FIVE CORRESPONDING LAPS. CONCRETE FILL TO STOP AT HALF-HEIGHT OF FIFTH COURSE TO ALLOW FOR THE KEYING IN OF THE NEXT LAPS PRIOR TO INFLILLING. CORSES SHALL BE CLEANED OUT OF ALL, DEER AND HORIZONTAL EMBATTED EMBATTED APPEARANCE VERTICAL REINFORCING IS OBTAINED PRIOR TO FILLING BLOCKS.

7.6 MINIMUM BEARING AREA OF REINFORCED CONCRETE LINTELS AND BEAMS ON BLOCK WALLS SHALL BE 2" ON TOP A FILLED CELL.

7.7 ALL LAP SPACES IN BLOCKWORK REINFORCING SHAL BE AS NOTED.

7.8 BLOCK HALLS BETING UP TO MASONRY WALLS CONCRETE FLOOR OR CONCRETE ENCAPSULATIONS SHALL BE KEPT OFF INTO EVERY SECOND CORSE OR FIXED WITH MECHANICAL DOOR ONE EVERY THIRD HOLE.

7.9 ALL HALLS TO RECEIVE A BOND BEAM ON TOP AT FLOOR LEVEL. BOND BEAMS ARE TO BE MINIMUM WIDTH OF 6" X 6" DEEP REINFORCED WITH 2,000 CONCRETE BOND BEAMS REINFORCING IS TO BE EXTENDED INTO AND BE CONTINUED WITH ALL INTERSECTIONS BOND BEAMS 6" X 6" LONG IS TO BE HELD TO THE STEEL MEMBER AND ENCASED IN THE BEAM.

7.10 UNLESS NOTED OTHERWISE, ALL MASONRY WALLS TO BE REINFORCED WITH HORIZONTAL REINFORCING EVERY THIRD COURSE LIPS CONSISTING OF HORIZONTAL.

A) 27/8 BARS PER CORSE WITH 1 COVER FROM THE INSIDE OF THE BLOCKS.
B) 5"X5" WALLS, TRUSS TYPE REINFORCING NUMBER 6 GAUGE, GALVANIZED WIRE OR EQUIVALENT BRICK SHAPE MESH HORIZONTAL REINFORCING IS TO BE PLACED AT 6@6 C OLY AFTER SHORING COMPLETELY.