



GOVERNMENT OF BERMUDA
Ministry of Public Works and Environment

June 22, 2026

Dear Proponents,

Ref: 44-28-75-04-P Swing Bridge Replacement- The Engineer

This Addendum #3 contains (11) pages including this front page. The following addendum supersedes information contained in the RFP to the extent referenced. This addendum forms part of the RFP documents and will be subject to all of the conditions set out in the RFP documents.

PART 1 – Questions and Responses

	Question	Response
1.0	Do you know where fabrication would take place?	No. we do not know yet. However, trip costs associated with witnessing critical stages of fabrication in locations different than Bermuda will be considered variations. No Need to include an allowance on the Pricing Schedule.
1.1		<u>The Pricing Schedule has been updated (Rev.01)</u> . Please include an estimated sum for trip costs associated with witnessing critical stages of fabrication as a provisional sum. This would be useful for budgeting. Please note that Provisional sums will not be included in the evaluation of pricing.
2.0	Is there a preference for where would fabrication take place?	No. As long as the specification can be met, we do not have a preference. The Design was based on UK Standards, so fabricators in UK would be more familiar with them. There are advantages to the contractor if locations closer to the Atlantic Ocean are chosen in terms of ease of transportation.
2.1		Please note there is a strong preference for fabricators that are listed in the Register of Qualified Steelwork Contractors for the type and value of the work to be undertaken (or equivalent scheme from another country).

	Question	Response
3.0	Will the Design Team have an on-site presence?	Details are not finalised, but it is expected that one person on the Design Team will have on-site presence throughout the construction of the new bridge.
4.0	How many people from The Engineer Team are required to be on site?	We believe 1 person on site would be sufficient, but we would like to give the Proponents the flexibility to plan their team and justify their assumptions. The Engineer's site representative may change during the works depending on the project needs if this is considered beneficial to the project.
5.0	Where can we find the list of remaining design tasks that would be the responsibility of the Contractor?	The list of remaining design tasks can be found under Section 2.1 (Design Status) of the Particular Specification.
5.1		Please note the tasks included on the Particular Specification are M&E tasks, there are additional Contractor Designed tasks described on the Civil an Architectural Specifications.
6.0	Does the Contractor's Designer for outstanding design tasks needs to sign all M&E drawings?	The contractor's designer will need to include in their signed design certificate the items they designed themselves, hence they would only be responsible for the outstanding design tasks or any changes they propose and that are accepted. An Independent Check Certificate is also required for all outstanding design tasks and any proposed changes.
7.0	Does the Engineer need to pay for access to Procore (Document control software)	No. the Government of Bermuda will pay for the Procore license and will provide access to the Contractor, the selected Engineer and any relevant parties. The government will also pay for 10 hours of training to key personnel.
8.0	Will you make the list of Registered Proponents public?	The Government will <u>not</u> be sharing the details of registered proponents. There is a Meet-and-Greet event on May 8 th with Registered General Contractors and potential subcontractors local, or foreign. This could be the appropriate opportunity for proponents and contractors to share their details with each other, if they wish to do so. Proponents will be required to undertake their own research and due diligence on contractors and vice versa. The Government of Bermuda, as the client, will remain

	Question	Response
		<p>removed from such discussions.</p> <p>Additionally, the Government has an RFI open to gather information from companies interested in participating as trade specialists during the construction process of the Swing Bridge Replacement. Responses and information gathered during this RFI will be shared with registered proponents of the Construction RFP. The intended purpose of the RFI is to link registered proponents to locally available resources, however it is not restricted to local businesses. Any specialist company (ie erection specialist, hydraulic specialist, heavy fabricators) could submit their information through the RFI, and it will be disseminated to <u>all</u> registered proponents of the RFP.</p> <p>The Trade Specialist RFI can be found here:</p> <p>https://www.gov.bm/procurement/rfi-44-28-75-04-o-swing-bridge-replacement-trade-specialists</p>
9.0	<p>Please confirm whether the Government intends the role of <i>The Engineer</i> to be limited to the functions defined under Clause 3 of the FIDIC Yellow Book (1999), or whether the Engineer is intended to also fulfil the roles of Project Manager, Overseeing Organisation Representative and Client's Delegated Authority concurrently. Is the Government open to separation of roles, each contracted via the White Book into separate Project Manager, Engineer, Overseeing Organisation's Representative and Client's Delegated Authority?</p>	<p>The role of the Engineer is not limited to the functions assigned to him under FIDIC. The Specifications add some other duties to the Engineer. Several specifications that are part of the contract use different terminology for the same role. For example, the UK's Manual of Contract Documents for Highways Works, uses the term Overseeing Organisation site Representative; and the M&E Particular Specification uses the term Project Manager.</p>

	Question	Response
10.0	Where the Engineer is referred to as Project Manager and/or Overseeing Organisation Site Representative in the Engineer's Agreement and the Works Contract, please confirm how conflicts of role, duty and authority are intended to be managed in practice.	Generally, the extra duties assigned to the Engineer in the Specifications involve receiving all relevant documents and test results, possibly as an intermediary between contractor and client, and they would be responsible for record keeping. The Engineer could also be required to approve deviations from Specifications, or alternative proposals, but only after seeking advice from the Supporting Design Team. Can you please clarify which duties could cause a conflict of role?
11.0	Please clarify how the requirement for advance Client approval of variations, suspensions and deviations is intended to operate alongside the Engineer's obligation under the Yellow Book to make fair and impartial determinations.	<p>The Engineer acting in a fair and impartial manner is key to the success of the contract, and we do not intend to impinge on that.</p> <ul style="list-style-type: none"> • Clause 3.9.7(c) is simply notification in advance, so that the Government can manage and communicate internally, and with other stakeholders. • Clause 3.9.7(d) includes the wording "Client approval not to be unreasonably withheld". This clause is meant to allow the Government to intervene if deviations from the Specifications are taking the Works in an unacceptable direction. The threshold for this is quite high, and a decision by the Government to withhold approval must be fully justified. • Clause 3.9.7(e) This is meant to refer to suspension of the whole Works; a significant decision which may have impacts far beyond the contract itself. The client approval step is meant to provide a hold-point to double check that the decision is properly justified and otherwise unavoidable. • Clause 3.9.7(f) This is a notification requirement, again to allow the Government to manage and communicate. • Clause 3.9.7(g) This is meant to refer to any suspension of any part of the works exceeding 7 days. Again, a hold-point to double check that the decision is justified. • Clause 3.9.7(h) The Government has several checks and balances when it comes to spending the people's money, and these cannot be bypassed. In practice, we will request the necessary authorization to execute the contract at the contract value, but we will also request an additional amount above the contract value. This will be the

	Question	Response
		<p>Authorized Contract Amount, and the Engineer will have broad authority to approve variations within this limit. If forecasts suggest that the ceiling will be exceeded, we will need to go back to the Cabinet to request an increase to the Authorized Contract Amount. We would be expected to explain/justify the additional costs to date and the forecasted additional costs which require the ceiling increase. Additionally, we would be expected to identify any risks that remain in the Contract; what costs/impacts are associated; and how they may be managed/mitigated. The Cabinet approval process takes time (6-8 weeks on average) so regular progress reporting and good forecasting is important to avoid delaying the Works.</p>
12.0	<p>Please confirm whether the Engineer is permitted to issue instructions, determinations or certificates in urgent or time-critical circumstances prior to obtaining written Client approval, and if so, on what basis.</p>	<p>Yes, in time-critical circumstances The Engineer may:</p> <ul style="list-style-type: none"> • Issue instructions related to nominated sub-contractors, variations, provisional sums and team member changes. • Issue instructions to suspend progress of parts or all of the works <p>Notification to the Client as soon as practicable would be necessary for any decision for which the Consultant is required to adhere to the constraints in the Construction administration clauses of the Agreement.</p>
13.0	<p>Where Technical or Design Team approval is required before the Engineer may act, please clarify:</p> <ul style="list-style-type: none"> • Expected review timeframes; and • Whether delays arising from Design Team review constitute grounds for adjustment to the Engineer’s time commitments and remuneration. 	<ul style="list-style-type: none"> • Note that generally the review period for Submittals is 21 days by contract, hence Government has requested that the Design support team reviews them in 14 days. However, there are more complex submittals which are stated to require 28 days for review by the design team (Procuring Entity requirements – Submittals Document), and the contractor has been requested to provide those 6 weeks prior of commencement of related works. Please note that the “Submittals Document” will be updated shortly as “Submittals - REP.Rev01”. • If there is truly additional time required by the Engineer to do this work, this would be considered a variation. It is not clear that additional time would be required, as generally the work would take the same amount of time during a different period than expected. A justification of the change would be required.

	Question	Response
14.0	Please clarify whether the Engineer bears any responsibility or liability where costs exceed the Authorised Contract Amount due to Client-approved or Client-directed changes.	No. He does not. Additionally, we expect full collaboration so that the Engineer will always be informed of any decisions that could impact the administration of the project. The Client does however, expect The Engineer to warn with sufficient time when the Authorised Contract Amount is expected to be exceeded, and to generally keep the client well informed.
15.0	Please confirm the baseline construction and defects periods that the Government has assumed when structuring the Lump Sum Pricing Schedule for the Engineer's services	The baseline has been described under APPENDIX C – PRICING of the RFP Document. If construction is longer or shorter than expected, the lump sum price is expected to be adjusted using the Pricing of line items as a basis for evaluation of the adjusted price. It is understood that if the project extends beyond the assumed baseline, there might be reasonable hourly rate increases. Please note that this Addendum#2, includes a modification to the Pricing Form.
16.0	Where the Works Contract duration is extended due to matters not attributable to the Engineer, please confirm whether: <ul style="list-style-type: none"> • The Engineer's on-site presence obligations extend automatically; and • Such extended services are to be compensated via the Unit Rates Schedule. 	<ul style="list-style-type: none"> • Not automatically. There would have to be a mutually agreed extension of time, but we would really appreciate that The Engineer cooperates and is agreeable to this extension. • Yes. This would be compensated as explained on the previous question.
17.0	Please confirm how variations in the duration or intensity of defects period activities are intended to be addressed under a predominantly Lump Sum fee structure.	Pricing structure has been modified.

	Question	Response
18.0	<p>Our experience is that the services being tendered for are typically procured through a time-charge fee basis due to the inherent uncertainties of the project construction phase. We would be interested to understand the Government reasoning for considering the services described in Appendix 1 of the Engineer’s Agreement as fully defined and capable of being priced on a fixed Lump Sum basis at tender stage. Furthermore, we would like to understand if a time-charged fee basis would be considered.</p>	<p>The Pricing Structure has been modified.</p>
19.0	<p>Please confirm in what circumstances the Unit Rates included in Annex B are intended to apply, particularly in respect of:</p> <ul style="list-style-type: none"> • Extended on-site presence; • Prolonged claims administration; • Programme overrun not caused by Engineer fault; • Unforeseen increase in activity/scope not caused by Engineer fault. 	<p>Unit Rates form included in Annex B now state that those would be valid until the end of March 2028. Reasonable unit rated adjustments can be agreed on, using the initial rates as a basis for valuation.</p>

	Question	Response
20.0	Please confirm whether variations to the Works Contract that materially increase the Engineer's workload will automatically give rise to a corresponding variation to the Engineer's remuneration.	Not all variations of work would impact significantly the work load of The Engineer. The Engineer's site representative could potentially do the work during his normal hours. However, for works variations that impact significantly the Engineer's work load, a justified variation of the engineer's remuneration would be considered, i.e when the services of an additional specialist are required.
21.0	Please clarify whether the Engineer will remain liable for outcomes arising from instructions or approvals that are explicitly directed or approved by the Client.	No. However, the Engineer is expected to keep the Client well informed, advise the Client on a course of action, and advise the expected outcomes/consequences of a decision. Many engineering bodies have a Code of Ethics or Code of Conduct that speaks to this. The Institution of Civil Engineers, ICE, has "Members must always act in good faith, show due regard for everyone they deal with and aim to seek positive outcomes". Engineers and Geoscientists of B, EGBC, has "present clearly to employers and clients the possible consequences if professional decisions or judgments are overruled or disregarded".
22.0	Please clarify the rationale for the four-year liability period following issuance of the Performance Certificate, given the extended duration of the Engineer's engagement and the administrative nature of many post-completion services.	Please note that the insurance requirements will be modified to: The contractor shall maintain the professional Indemnity insurance in full force and effect from the commencement date until 3 years after date of issuing of the Performance Certificate for the Swing Bridge Replacement Works. And that the Duration of Liability, Sub-Clause 8.2.1 of the Appendix to tender, will be modified to: 3 years from date of issue of the Performance Certificate.

	Question	Response
23.0	Please confirm whether Government considers the scope, duration and authority constraints of the Engineer role to be fully insurable within the stated professional indemnity limits.	Yes
24.0	Please confirm whether the Government anticipates that the Engineer will routinely be called as a witness in disputes between the Client and the Contractor - and whether this is considered part of the Engineer's base scope.	Time spent as a witness in disputes would be considered a variation in scope. However, the Engineer is expected to have the support documentation on which he has based any decisions or determinations ready to be submitted by review of other parties (Contractor and Client); and for this to be included in his scope.
25.0	Please clarify how the Engineer's obligation to act impartially is reconciled with contractual requirements to notify, seek approval from, and report to the Client on determinations that may later be disputed.	<p>In general, the Client would like to stay informed of the progress of the works, and of decisions impacting cost or quality. Can you please explain why or in which cases could impartiality be impacted by the requirements to notify, seek approval and report to client on determinations?</p> <p>Notifying and reporting to the Client is simply communication, and should not affect impartiality. Seeking approval from the Client is a necessary part of the limits to authority as discussed above, and is not advocacy on behalf of the Client.</p> <p>If a dispute arises and the Engineer's impartial decision leads to a variation that increases the Authorized Contract Amount, that would trigger an approval by the Client. The Engineer's determination does not supersede the legal requirement to gain authorization from the Cabinet. In a case like this, we as the Procuring Entity project managers will adhere to the Engineer's determination within the limits of our own authority, and seek to gain the necessary approvals to proceed.</p>

	Question	Response
26.0	Please confirm whether Procore administration obligations are considered part of the Engineer's core services regardless of project duration and how increases in document volume or administration effort are to be addressed.	Yes, they are considered part of the scope, and it is expected that using Procore will facilitate the services of the Engineer rather than making it more complex. The Client and Contractor would both have adequate permissions to access and review documents stored in Procore, reducing the workload necessary to maintain communications between parties among other benefits, such as maintenance of a timeline of changes, etc.
27.0	Please clarify whether the Engineer is expected to assume programme, cost or coordination risk arising from actions or inactions of third-party authorities and utilities. This is an aspect typically associated with significant uncertainty.	No. This is not expected.
28.0	Please confirm whether the Government will permit adjustment of the Engineer's staffing model over time to reflect actual project needs, without requiring formal contract variation.	Yes, adjustments to the model are acceptable as long as the Mandatory Technical Requirements of the Proposal are maintained. A justification to variations to the staffing model during the execution of the agreement would be expected
29.0	Can the Client clarify how indexation / inflation is to be catered for in the pricing scoring of this multi-year commission? Will the contract have provision for adjusting the lump sum in line with an agreed indexation measure or should the tenderer account for indexation at source in the lump sum fees submitted with the proposal?	Proponents should account for indexation within their lump sum bid. Unit rates should be current rates at the time of submission. Unit rates may be adjusted periodically over the duration of the project, for the purposes of variations or contract extensions. The timing and mechanism of adjustment will be agreed in advance with the successful proponent and incorporated into Appendix 3 of the Agreement. Rate adjustments are expected to track an independent source, which may be specific to the construction/professional industry or a broader consumer price index.

This Question and Response table will be updated and re-issued (via separate addenda) as more questions are received.

END OF PART 1

END OF ADDENDUM#3

Note: Amendment/addenda 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.