



## **Water Authority of the Cayman Islands**

### **Secondary Roof Reverse Osmosis Building Water Authority Lower Valley Water Works**

#### **PLEASE READ THIS IMPORTANT NOTE:**

The Tender Documents for the above project can be obtained from the Deputy Director, Water Authority, 13G Red Gate Road, George Town.

The Tender Documents can also be downloaded directly from the Water Authority's website at [www.waterauthority.ky](http://www.waterauthority.ky)

All companies who obtain a set of the Tender Documents from the above website must immediately acknowledge receipt of these documents by sending an e-mail to [ContractReview@waterauthority.ky](mailto:ContractReview@waterauthority.ky), and include the company name, company physical address and contact e-mail address.

This acknowledgement is essential in order to be able to provide potential tenderers with any Tender Addenda when issued.

For additional information contact us at [ContractReview@waterauthority.ky](mailto:ContractReview@waterauthority.ky)



**Water Authority of the Cayman Islands**

**Secondary Roof  
Reverse Osmosis Building  
Water Authority Lower Valley Water Works**

**Tender Documents**

14 August 2017

## Introduction

This document is the standard document for the construction of building works, used by the Water Authority of the Cayman Islands in connection with the Secondary Roof, Reverse Osmosis Building, Water Authority Lower Valley Water Works, Block 32B Parcel 219.

It is based on, and should be read in conjunction with the "Short Form of Contract, First Edition (1999)", as prepared by the Federation Internationale Des Ingenieurs Conseils (FIDIC), modified and added to as indicated. A copy of these conditions is attached to this document),

## Brief Description of the Works

The Works comprise the construction of a secondary roof and ceiling at the Reverse Osmosis Building, Water Authority Lower Valley Water Works, Shamrock Rd., Bodden Town.

## Index

	Page
Introduction,	2
Brief Description of the Works	2
Index	2
Instructions for Tendering	3
Conditions of Contract	6
Agreement	7
Offer	7
Acceptance	8
Appendix	9
Schedule of Rates	11
Brief Description of the Works	11
Programme of Works	12
Preamble to Schedule of Rates	12
List of Tender Drawings	13
Schedule of Rates	14
FIDIC Short Form of Contract	attached
Tender Drawings	attached

Contractor's Initials or Stamp :

## Instructions for Tendering

### Introduction

1. These instructions are to be used as a guide to Tendering for this project. Failure to comply with these Instructions may result in the rejection of the Tender.

### Relevant Documents

2. Tenderers shall study all the "Tender Documents" comprising the Conditions of Contract, Specifications, Tender Drawings, Agreement (comprising Offer, Acceptance and Appendix) and Schedule (including Schedule of Rates). The whole of the Tender Documents shall be read and their true intent and meaning ascertained before the Schedule of Rates is priced.
3. No unauthorised alteration or addition is to be made to the Specifications, Tender Drawings, Agreement and Schedule of Rates. Any qualification made to a Tender may result in the Tender being rejected.
4. Except in so far as may be directed by the Water Authority in writing neither the Water Authority, nor any agent or servant in their employment has any authority to make any representation or explanation to Tenderers as to the meaning of these Tender Documents, or as to anything to be done or not to be done, or as to these instructions, or as to any other thing or matter, so as to bind the Water Authority as to the execution of these proposals.
5. Should any alteration or addition to the Tender Documents be deemed necessary prior to the date for submission of Tenders, these shall be issued by e-mail by the Deputy Director of the Water Authority to Tenderers in the form of a Tender Addendum.

If a Tenderer is in doubt about the meaning of any item in the Tender Documents he shall notify the Water Authority by e-mail not later than 7 days before the due date for tender submission ([ContractReview@waterauthority.ky](mailto:ContractReview@waterauthority.ky)). The Deputy Director of the Water Authority shall then issue to all Tenderers an explanation in the form of a Tender Addendum.

Each Tender Addendum shall have a serial number and Tenderers shall acknowledge receipt of each Tender Addendum by e-mail to [ContractReview@waterauthority.ky](mailto:ContractReview@waterauthority.ky) .. Failure to acknowledge may result in a Tender being rejected. All Tender Addenda so issued become a part of the Tender Documents.

6. The Contract shall be carried out on a Firm Price basis and no adjustment shall be made to any amounts payable by the Water Authority to the Contractor as a consequence of any variations in the cost of labour, plant, materials or transport.
7. Tenders shall only be accepted for the whole of the Works.
8. Tenderers shall treat the Tender Documents and all details contained therein as private and confidential.

### Rates to be Entered

9. All items in the Bill of Quantities shall either be priced or alternatively the word "included" shall be entered in the rate or price column, whether quantities are stated or not. If neither of these two alternatives are adopted the Tenderer shall be held to have included for any such item left blank in his other prices or rates in the Schedule of Rates.
10. All rates submitted shall be in Cayman Islands dollars

Contractor's Initials or Stamp :

**Rates to be Inclusive**

11. The prices to be inserted in the Schedule of Rates are to be the full inclusive value of the work described in the Specification and under the several items, including all costs and expenses which may be required in and for the construction of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.
12. Persons tendering are cautioned that no variations or extras whatsoever shall be acknowledged or paid for by the Employer unless an order in writing signed by the Employer's Representative and specifying the nature, extent and character of each particular item or items to be paid for as an extra has been obtained by the Contractor before such work has been carried out.

**Time for Completion**

13. Attention is directed to the fact that if the Contractor shall fail or neglect to complete the works within the time specified in the Appendix he shall pay to the Employer as liquidated and ascertained damages and not by way of penalty a sum detailed in the Appendix for each day during which any part of the work shall, by the Contractor's default, remain unfinished after the expiration of the period for completion. If in the opinion of the Water Authority the work has been delayed owing to abnormal bad weather, the Water Authority may extend the time for completion of the work as they may consider fair and reasonable.

**Preparing Tender**

14. Contractors who submit a Tender shall be held to have by their own independent observations and enquiries fully informed and satisfied themselves as to the nature, extent and practicability of the Works, the means of access to the Works, the places where materials can be obtained and disposed of, and all other points which can in any way affect the rates inserted in the Schedule of Rates. If you have any questions please submit these in writing to [ContractReview@waterauthority.ky](mailto:ContractReview@waterauthority.ky) no later than Friday 08 April 2016.

It is strongly recommended that Contractors arrange a visit to the site to familiarize themselves regarding the site conditions, the extent of the work etc. Please make any request for a site visit by e-mail ([ContractReview@waterauthority.ky](mailto:ContractReview@waterauthority.ky)).

15. The Water Authority shall not be responsible for any costs or expenses incurred in the preparation and submission of the Tender.
16. The Water Authority shall not be responsible for the omission, by the Contractor, of any items that are detrimental to the successful completion of the Works.

**Return of Tenders**

17. Tenderers shall be supplied with an electronic copy of the following documents: the Tender Documents, which includes the Specification; the FIDIC Short Form of Contract; and the Tender Drawings. One copy of the Tender Documents, which for the purpose of identification shall have each page signed by the Contractor, shall be duly completed, and sealed in an envelope (which envelope shall bear no name or mark indicating the Tenderer, but shall be marked '**Returned Tender for the Proposed New Secondary Roof, Reverse Osmosis Building, Water Authority Lower Valley Water Works**') and delivered to:

Deputy Director  
Water Authority - Cayman  
PO Box 1104  
13G Red Gate Road, George Town  
Grand Cayman KY1-1102

Contractor's Initials or Stamp :

no later than 12:00 noon on Monday 04 September 2017

18. Only tenders received on time will be accepted. Faxed or e-mailed summaries of tenders shall not be accepted as a substitute.
19. All entries and signatures shall be in indelible ink. No tender may be altered or amended after having been opened other than those alterations necessary to correct any arithmetic errors. Rates shall prevail where there is an arithmetic error in extension. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favour of the correct sum.

**Information to be submitted by the Tenderer.**

20. The Tenderer shall provide a list of the Sub-Contractors he proposes to use on the Works and the activities that each of the Sub-Contractors is to carry out, for approval by the Employer.
21. The Water Authority shall not be seen to have approved all or any part of the information submitted by the Tenderer unless the Tenderer is so notified in writing.
22. The Tenderer shall confirm in writing that the company is operating in full compliance with all Laws and Regulations of the Cayman Islands.
23. The Tenderer shall submit a Detailed Progress Schedule in the form of a Gantt chart with the Tender submission.

**Award of Contract**

24. All tenderers will be notified by e-mail of the outcome of the evaluation.
25. The Water Authority shall not be bound to accept the lowest or any of the Tenders. The Water Authority reserves its right to reject any or all Tenders, including, without limitation, the rights to reject any or all non-conforming, non-responsive, unbalanced or conditional Tenders, and to reject the Tender of any Tenderer if the Employer believes that it would not be in its best interest to make an award to that Tenderer, whether because the Tender is not responsive or fails to meet any other pertinent standard or criteria established by Employer.
26. The award will be made on the basis of that Tender from the lowest responsive Tenderer which, in the Employer's sole and absolute judgment, will best serve the interest of the Employer.
27. The Employer will give the Successful Tenderer a Letter of Acceptance within thirty (30) days after the Tender Opening.

Contractor's Initials or Stamp :

## **Conditions of Contract**

The Conditions of Contract shall be Clauses 1 through 15 of "Short Form of Contract, First Edition (1999)", as prepared by the Federation Internationale Des Ingenieurs Conseils (FIDIC), modified and added to as shown below. A copy of the Conditions of Contract is attached to this Document.

### **Modifications and additions to Clauses**

#### **Clause 7 Time for Completion**

Add the following at the end of sub-clause 7.2

"The Contractor shall maintain adequate staff and plant to comply with the approved Programme for the Works".

#### **Add Sub-Clause 7.5 Restriction on Working Hours**

Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried out during the night or on locally recognized days of rest without the consent of the Engineer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

#### **Clause 11 Contract Price and Payment**

Add the following at the end of sub-clause 11.3:

"The Employer may withhold interim payments until he has received and approved a current and valid programme for the Works, as per sub-clause 7.2."

Delete sub-clause 11.8 and substitute with:

"In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest upon all sums unpaid at a rate per annum equivalent to the interest rate at which the Cayman National Bank and Trust Company Limited would pay for such a deposit on the date upon which such payment first becomes overdue. In the event of any variation in the said Bank Rate being announced whilst such payment remains overdue the interest payable to the Contractor for the period that such payment remains overdue shall be correspondingly varied from the date of each such variation."

#### **Clause 15 Resolution of Disputes**

Delete the entire clause and replace with the following:

"Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract shall be settled by arbitration in accordance with the Cayman Islands Arbitration Law, 2012.

Contractor's Initials or Stamp :

**AGREEMENT**

**The Employer is** The Water Authority of the Cayman Islands, P.O. Box 1104, 13G Red Gate Road, Grand Cayman KY1-1102, Cayman Islands.

**The Contractor is** \_\_\_\_\_ of

The Employer desires the execution of certain Works known as **Secondary Roof, Reverse Osmosis Building, Water Authority Lower Valley Water Works**  
**OFFER**

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

\_\_\_\_\_ (in figures)

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

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of these documents to the Contractor on or before 02 October 2017

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Authorized to sign on behalf of: (organization name)

Capacity: \_\_\_\_\_

Contractor's Initials or Stamp :



**ACCEPTANCE**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Authorized to sign on behalf of:

Capacity: \_\_\_\_\_ Water Authority of the Cayman Islands

In the presence of:

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Contractor's Initials or Stamp :

**APPENDIX**

This Appendix forms part of the Agreement.

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Documents forming the Contract listed in the order of priority	1.1.1	
(a) The Agreement		
(b) Conditions of Contract		
(c) The Specification		
(d) The Drawings		See Attached List
(e) The Contractor's design		
(f) The Schedule of Rates		
Time for Completion	1.1.9	119 days
Law of the Contract	1.4	Cayman Islands Law
Language	1.5	English
Provision of Site	2.1	On the Commencement Date
Authorized person	3.1	Director of the Water Authority
Name and address of Employer's representative	3.2	Tom van Zanten, Deputy Director PO Box 1104, Grand Cayman KY1-1102
Performance security	4.4	None
Requirements for Contractor's design	5.1	None
Programme:		
Time for submission	7.2	Within 14 days of the Commencement Date
Form of programme	7.2	Gantt Chart with (as a minimum) detailed information on the activities identified in the Schedule of Rates
Amount payable due to failure to complete	7.4	CI\$ 300.00 per day up to a maximum of 10% of the sum stated in the Agreement
Period for notifying defects	9.1 & 11.5	365 days calculated from the date stated in the notice under Sub-Clause 8.2

Continued on next page .....

Contractor's Initials or Stamp :

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Valuation of the Works		
Lump sum price with schedule of rates	11.1	As per completed Schedule of Rates
Percentage of value of materials and Plant	11.2	Not Applicable
Percentage of retention	11.3	10% of work done reduced to 5% at commencement of defects period
Currency of payment	11.7	Cayman Islands Dollars (CI\$)
Insurances	14.1	
<u>Type of Cover</u>		<u>Amount of Cover</u>
The Works, Materials, Plant and fees	14.1.a	The sum stated in the Agreement plus 15%
Third Party injury to persons and damage to property	14.1.b	CI\$ 500,000 for any one incident, and unlimited number of incidents
Workers	14.1.c	CI\$ 500,000 for any one incident, and unlimited number of incidents

Contractor's Initials or Stamp :

## **SCHEDULE OF RATES**

### **Brief Description of the Works**

The Contractor shall carry out the Work as detailed below and in accordance with the Drawings and specifications, the external roof works are to be carried out first:

#### **External Works**

- Provide all necessary protection to Water Authority equipment
- Install new timber roof trusses, plywood sheathing and standing seam roof
- Install all ancillary items for roof construction
- Paint all exposed timber with suitable stain blocking primer, latex base coat and semi-gloss latex top coat
- Install all new gutters and downspouts

#### **Internal Works**

- Provide all necessary protection to Water Authority equipment
- Wire brush all loose rust scale and paint from all existing roof beams, treat all visible areas of rust with Ospho rust inhibitor in accordance with manufacturers requirements
- Apply spray foam insulation to underside of existing roof, prepare underside of roof in accordance with the spray foam manufacturers requirements
- Paint all exposed beam surfaces with one coat of high build epoxy paint
- Install framing for new timber ceiling structure
- Liaise with Water Authority staff to relocate existing supports of cable trays onto new ceiling joists
- Install new ceiling finish

Note: The RO building houses an operational reverse osmosis plant; it is not anticipated that the plant will be operational at any time during the works; however access to the plant and all associated equipment must be maintained as necessary to Water Authority staff at all times.

The Contractor shall carry out the Works as detailed on the Drawings, and in strict compliance with the Specifications. All materials necessary for the Works shall be supplied and installed by the Contractor. The cost of all materials shall be included in the Contractor's rates. The Contractor shall satisfy himself that the materials he is to supply comply with the Specifications

Any access platforms or equipment for construction purposes are to be free-standing and shall not touch or rest on any part of the reverse osmosis plant and equipment inside or outside of the building. The fiberglass trench gratings shall not be used as a direct support surface unless the applied loads are properly distributed.

The Contractor shall provide all necessary safety equipment to ensure a safe working environment for his own staff. The Contractor shall also provide adequate protection of the person and property of Water Authority Staff.

Contractor's Initials or Stamp :

## **Programme of Works**

The Contract shall be completed in 119 calendar days (i.e., 17 weeks).

### **Preamble to Schedule of Rates**

#### Introduction

This Preamble has been provided to clarify the intent, which the Water Authority of the Cayman Islands had in the preparation of the Schedule of Rates. This intent is to provide clearly such information as shall enable Tenderers to submit bids, which are readily comparable.

To avoid unnecessary length, item descriptions in the Schedule of Rates generally identify the component of the Works and not the tasks to be carried out by the Contractor. The exact nature and extent of the work is to be ascertained from the Drawings, Specifications and Conditions of Contract.

All items required to complete the Works specified or shown on the Drawings but not included in the Schedule of Rates shall be considered incidental to those set forth in the Schedule of Rates.

The Schedule of Rates shall be used for the preparation of interim payment certificates. The Contractor shall submit with each interim payment request, a revised Schedule of Rates that shows the percentage of each item completed as of the submission date.

No payment shall be made for any goods or materials delivered on the Site, and not yet incorporated in the Works.

#### Insurances

This item is to cover all the costs of providing and maintaining all the insurances required by the Contract (see Clause 14 of the Conditions of Contract).

The Contractor shall include this item in the first Monthly Statement.

#### Mobilization

The item is to allow the Contractor to include for his mobilization costs to the site.

This item shall not exceed ten percent (10%) of the total tender amount for this contract.

The Contractor shall include for this item on his first Monthly Statement.

#### Construction Works

The sums entered in the Schedule of Rates against the items shall include for the provision of materials, the installation of the materials, and for all the work involved in the satisfactory completion of the item in compliance with the Drawings and Specifications, which includes restoring the adjacent site and any facilities affected by the Work to a condition acceptable to the Engineer.

The Contractor shall include in all of his rates for delivery of all materials to and storage within the Working Area (as indicated on the Drawings), and for the uplift and transport of all materials to the position where they are to be incorporated in the Works. Facilities for loading and unloading vehicles shall be provided by the Contractor and included for in the rates.

The Contractor shall include in all of his rates the expense of all work involved in carrying out remedial measures and of all temporary work including the use of any materials and equipment. No payment shall be made in respect of losses or delays occasioned by the carrying out of remedial works.

Contractor's Initials or Stamp :

**List of Tender Drawings**

<b><u>Drawing. No.</u></b>	<b><u>Drawing Title</u></b>
P114-04	Reverse Osmosis Building Existing and External Elevations
P114-05	Site Plan and Access Details
S – 1	Structural Drawings and Notes
S – 2	Roof Framing Plans
S – 3	Roof Truss Sections and Ceiling Framing Plans
S – 4	Structural Details
<b><u>Note:</u></b>	Specifications for material and workmanship are included on drawings S1 to S4 inclusive

Contractor's Initials or Stamp :

**SCHEDULE OF RATES****Amount (C\$)****PART 1 PRELIMINARIES**

1.1 ALL INSURANCES AS REQUIRED BY CONTRACT Sum \_\_\_\_\_

1.2 MOBILIZATION Sum \_\_\_\_\_

**PART 1 TOTAL****PART 2 REVERSE OSMOSIS BUILDING SECONDARY ROOF**

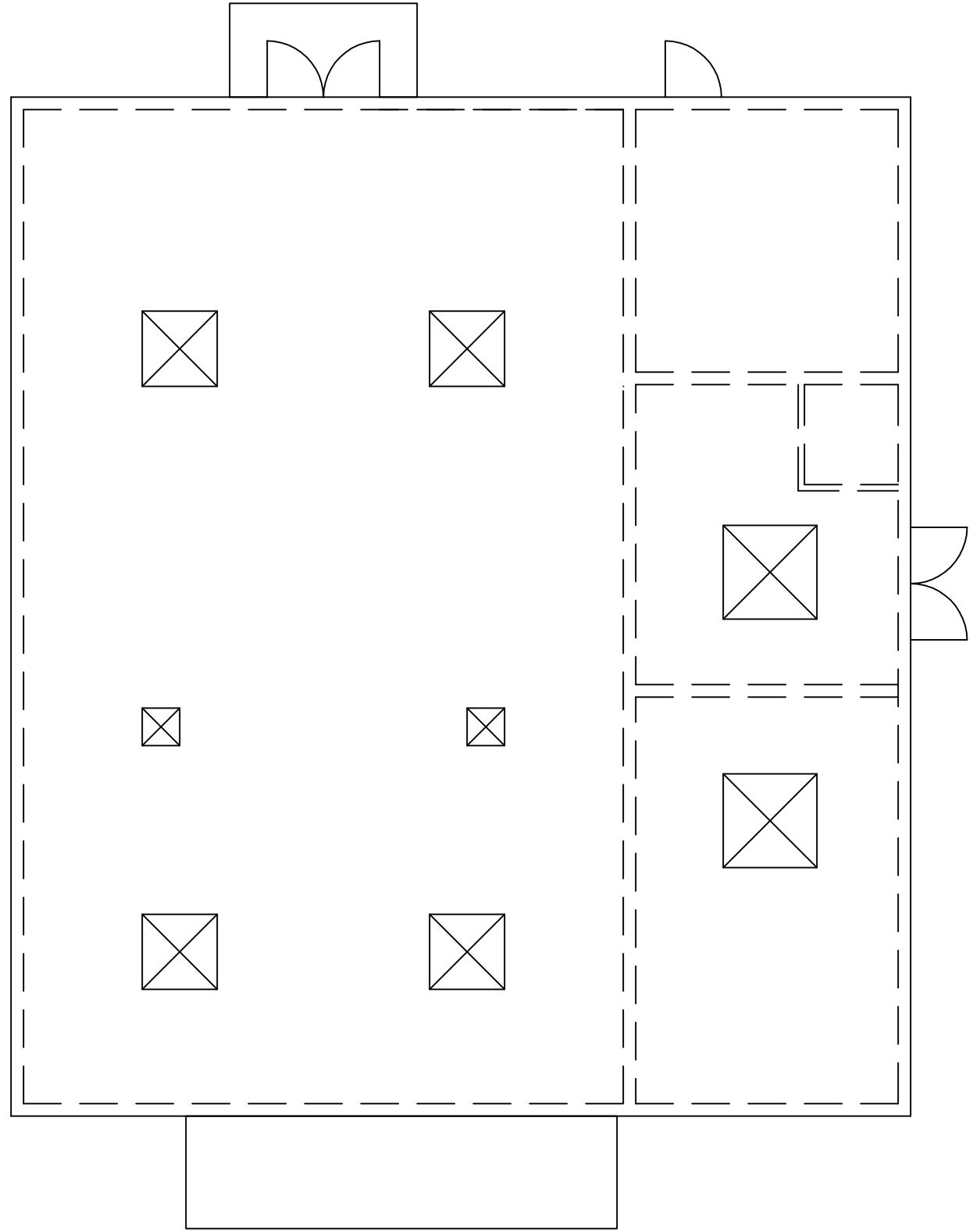
2.1 DEMOLITION AND PROTECTION Sum \_\_\_\_\_

2.2 INSTALLATION OF TIMBER TRUSSES INC. ALL  
NECESSARY BOLTS, PLATES, ANCHORS AND BRACING Sum \_\_\_\_\_2.3 INSTALLATION OF ROOF COVERING INC. PLYWOOD  
SHEATHING Sum \_\_\_\_\_

2.4 INSTALLATION OF SOFFIT BOARDS AND VENTILATION Sum \_\_\_\_\_

2.5 INSTALLATION OF GUTTERS AND DOWNSPOUTS Sum \_\_\_\_\_

2.6 INSTALLATION OF CLOSED CELL SPRAY FOAM INC.  
ALL NECESSARY PREPARATION OF EXISTING  
STRUCTURE Sum \_\_\_\_\_2.7 INSTALLATION OF CEILING INC. ALL STEEL  
PREPARATION, MATERIALS FOR SUPPORT AND  
FINISHES Sum \_\_\_\_\_**PART 2 TOTAL****TOTAL TENDER AMOUNT (PART 1 THROUGH PART 2)****(TO AGREEMENT ON PAGE 7):**Contractor's Initials or Stamp :



EXISTING ROOF PLAN

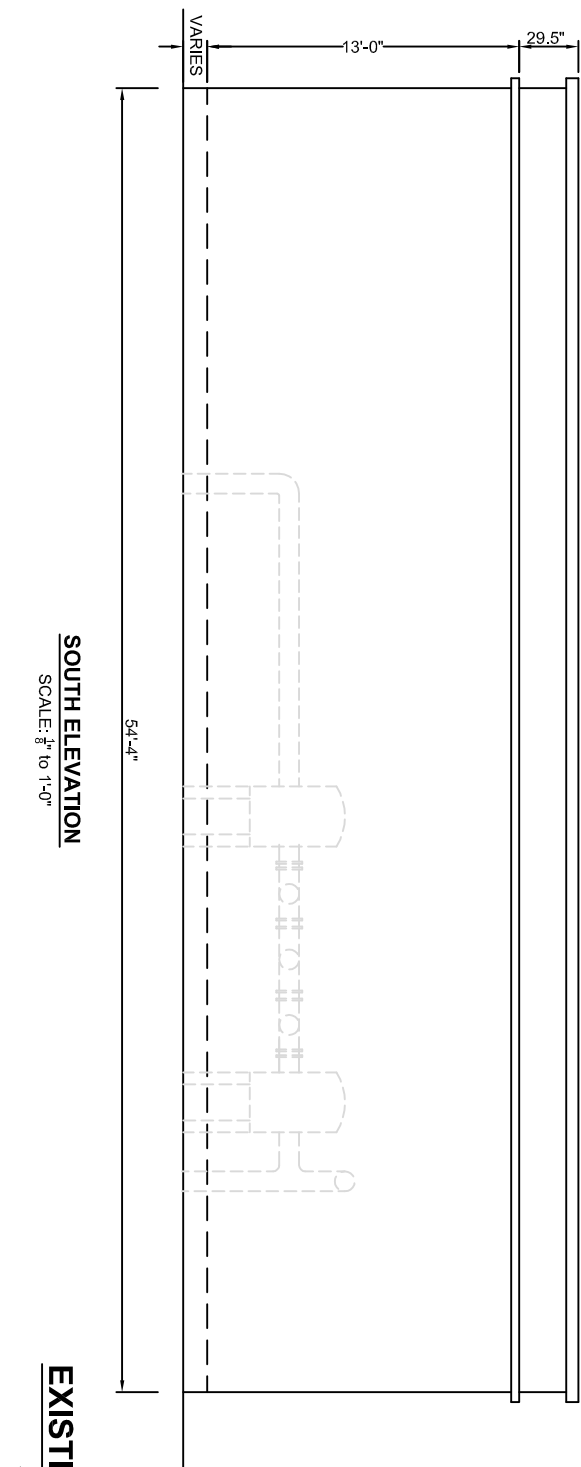
SCALE: 1/8" = 1'-0"

EXISTING ELEVATIONS

SCALE: 1/8" = 1'-0"

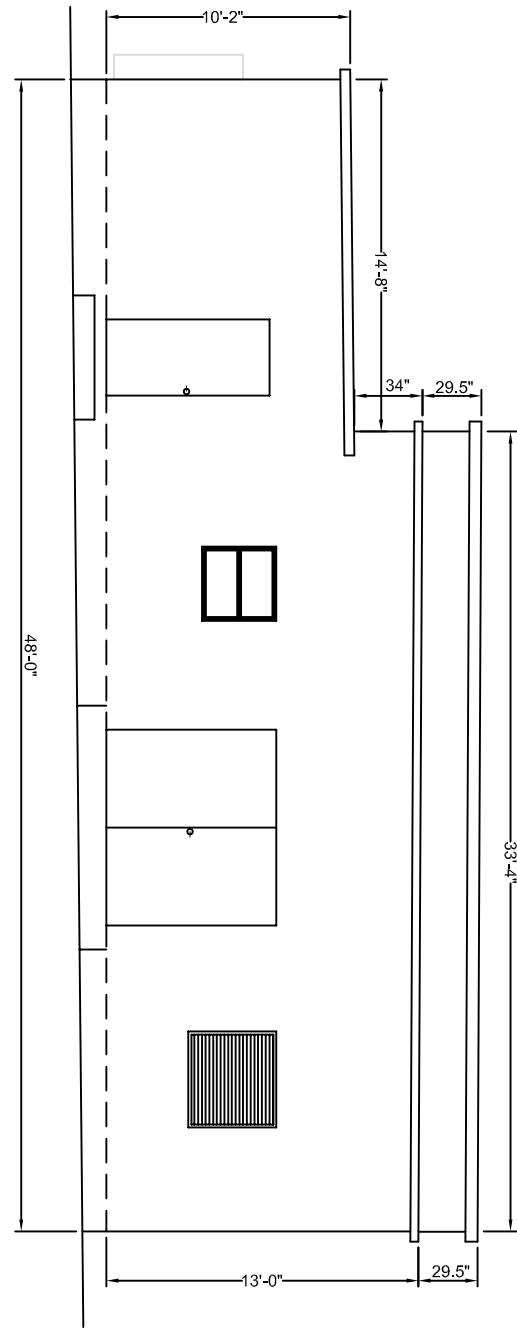
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



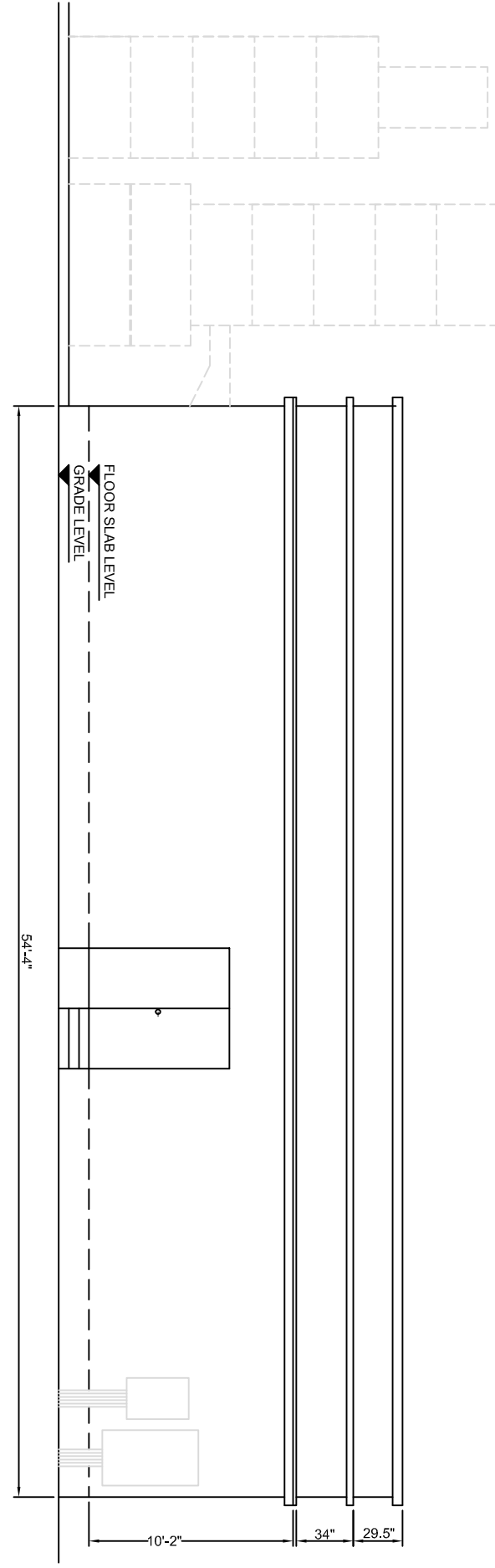
WEST ELEVATION

SCALE: 1/8" = 1'-0"



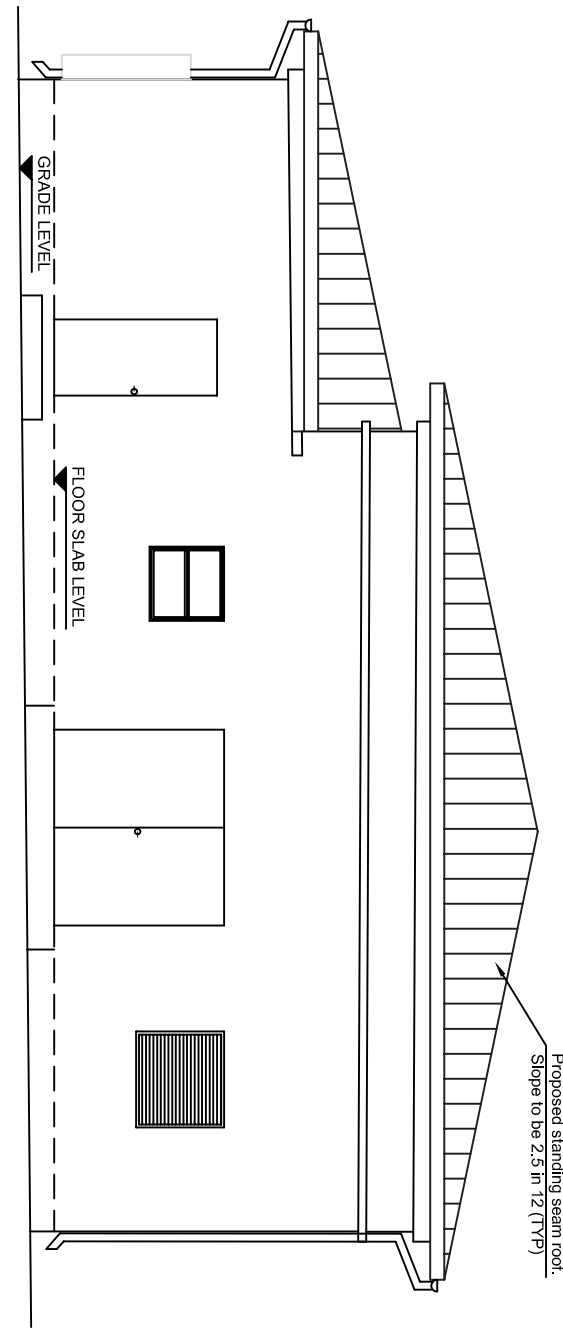
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



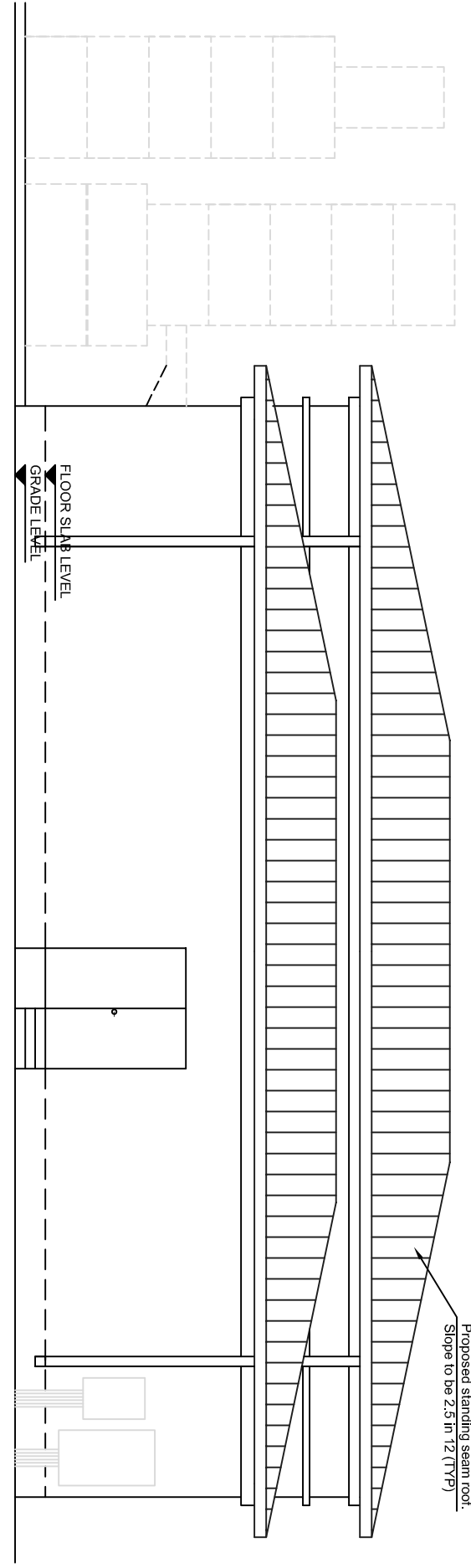
WEST ELEVATION

SCALE: 1/8" = 1'-0"



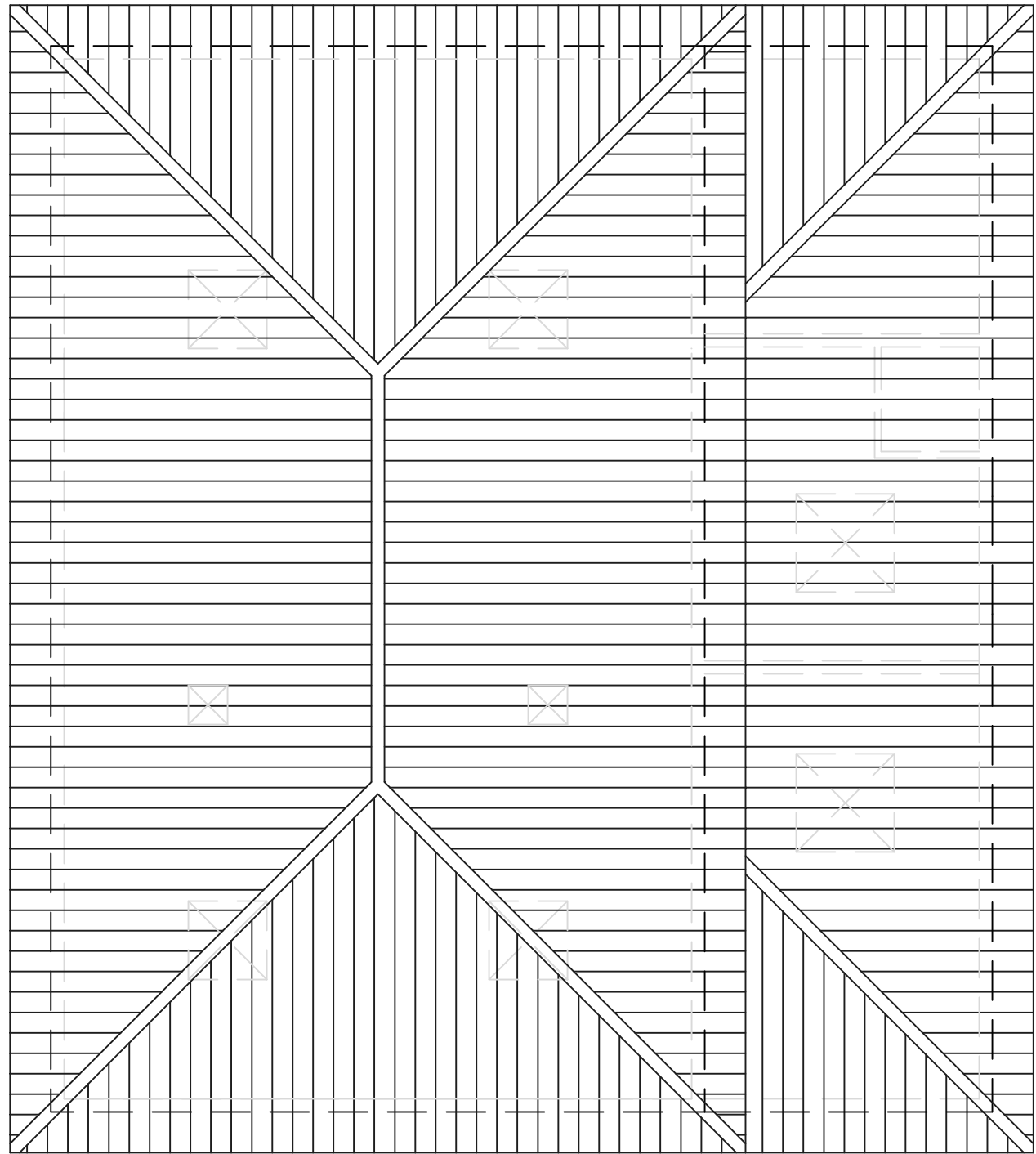
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



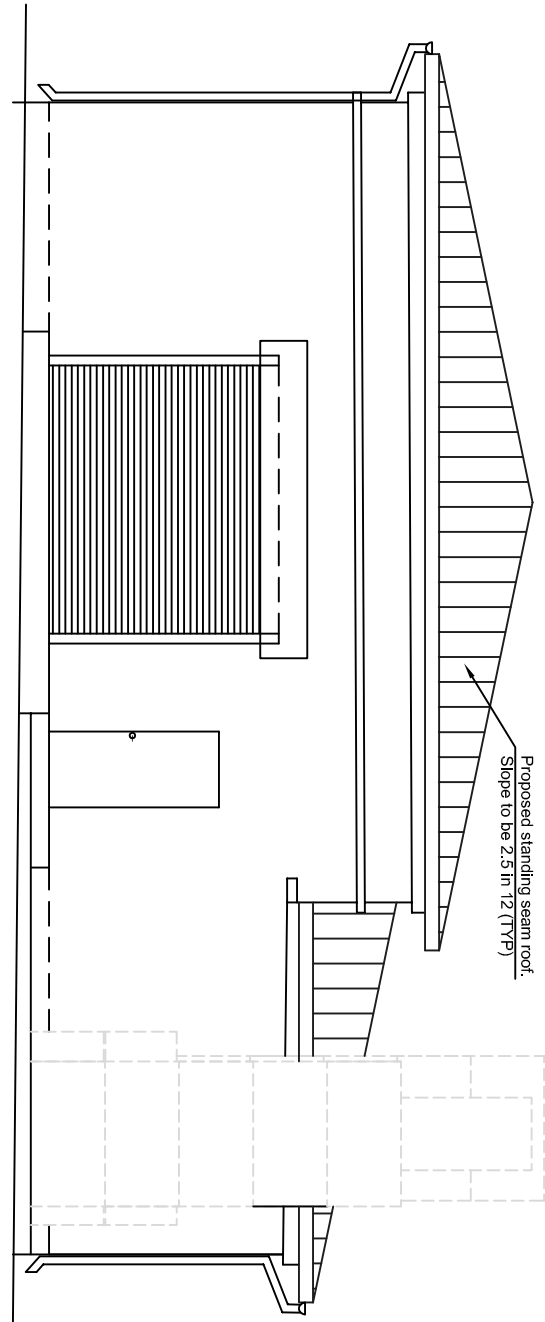
PROPOSED ROOF PLAN

SCALE: 1/8" = 1'-0"



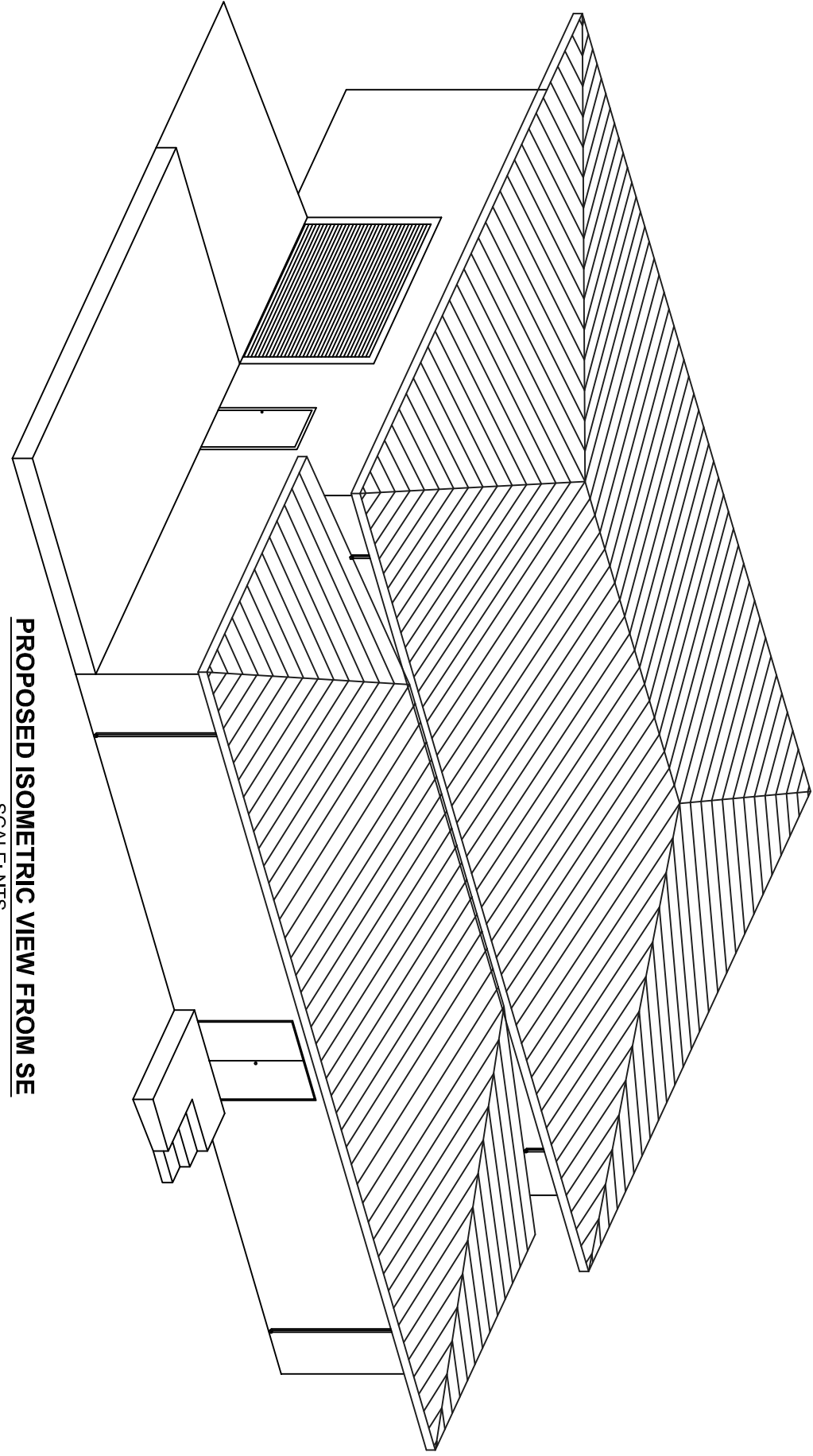
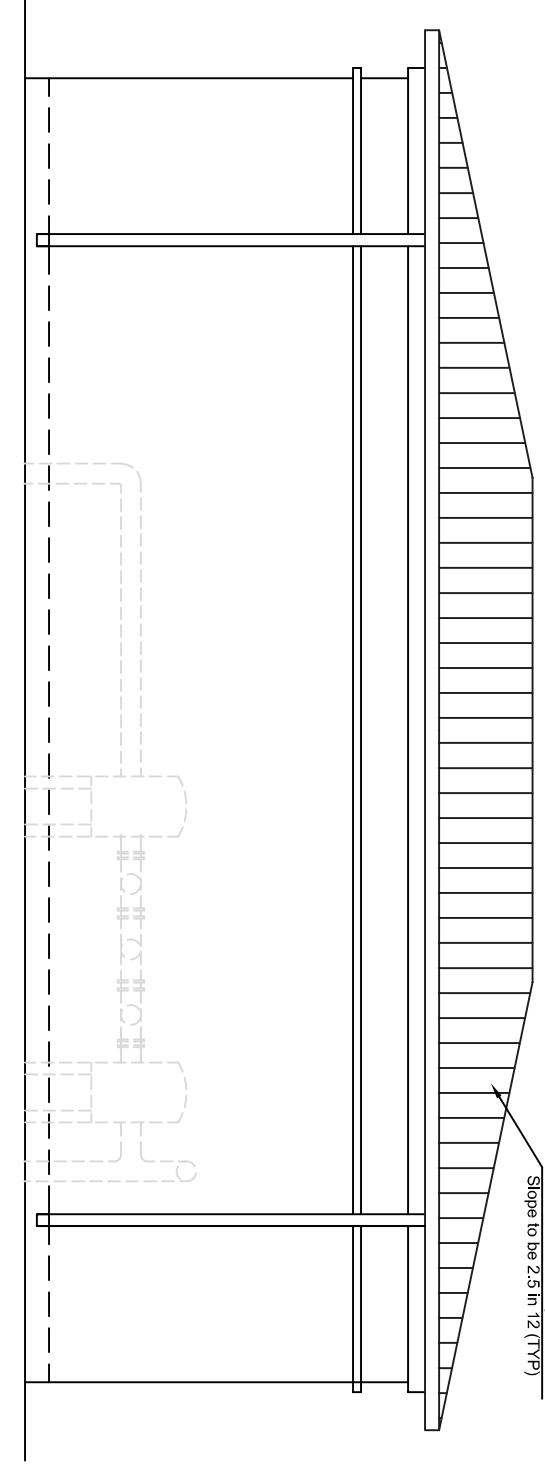
EAST ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



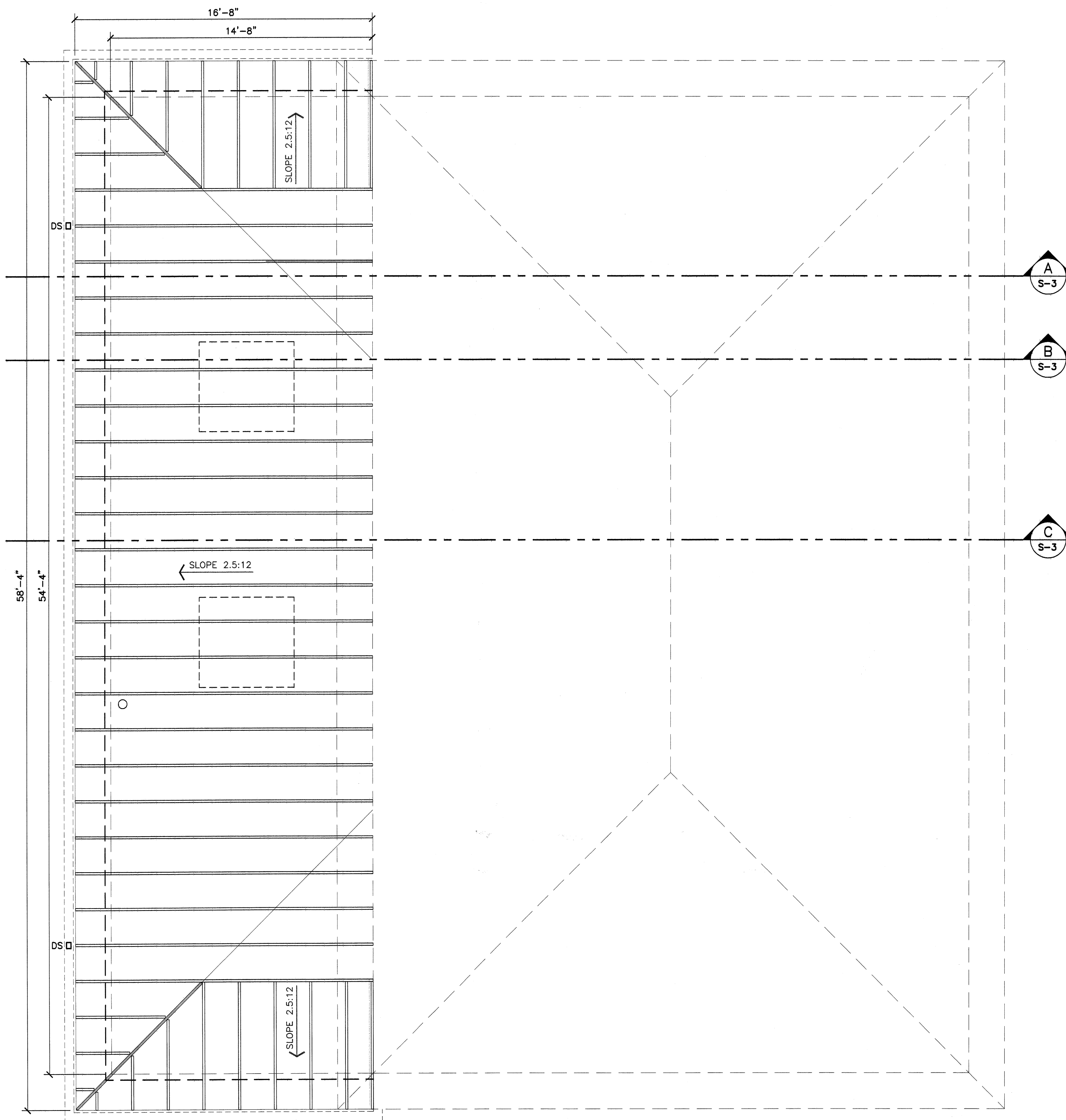
PROPOSED ISOMETRIC VIEW FROM SE

SCALE: 1/8" = 1'-0"









1 LOWER ROOF FRAMING PLAN  
SCALE : 1/4" = 1' - 0"

**ROOF FRAMING NOTES:**

SEE S-1 FOR STRUCTURAL NOTES

PREFABRICATED TIMBER ROOF TRUSSES TO BE DESIGNED BY MANUFACTURER FOR LOADS AS FOLLOWS:

TOP CHORD LL = 20 PSF  
TOP CHORD DL = 20 PSF  
BOTTOM CHORD LL = 30 PSF  
BOTTOM CHORD DL = 10 PSF  
WIND SPEED = 150 MPH

SHOP TRUSS DRAWINGS AND METHOD OF CONSTRUCTION TOGETHER WITH SPLICE DETAILS TO BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION FOR APPROVAL.

ROOF FRAMING PLAN IS SCHEMATIC AND INTENDED TO SHOW GENERAL RAFTER/TRUSS DIRECTIONS AND SUPPORT LOCATIONS.

GENERALLY THROUGHOUT, PROVIDE 1 PLY OF 5/8" THICK PLYWOOD ROOF SHEATHING GRADE, FASTENED USING 8d COMMON NAILS @ 4" o/c TO 4'-FT PERIMETER EDGE ZONE INCLUDING 4'-FT ZONE ON EACH SIDE OF THE ROOF PEAKS, VALLEYS AND HIPS AND @ 6" o/c IN OTHER AREAS. IT IS RECOMMENDED THAT ALL INTERFACES BE GLUED WITH A GOOD QUALITY PVA WATERPROOF GLUE.

ALL CONNECTORS TO BE SIMPSON Strong-tie HTT5 AND HGAM10 WITH HDG OR ZMAX COATING; ALL FITTED STRICTLY IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AT EACH TRUSS END AND WHERE SHOWN ON DRAWINGS; ALL TO BE ADEQUATELY PROTECTED AGAINST CORROSION.

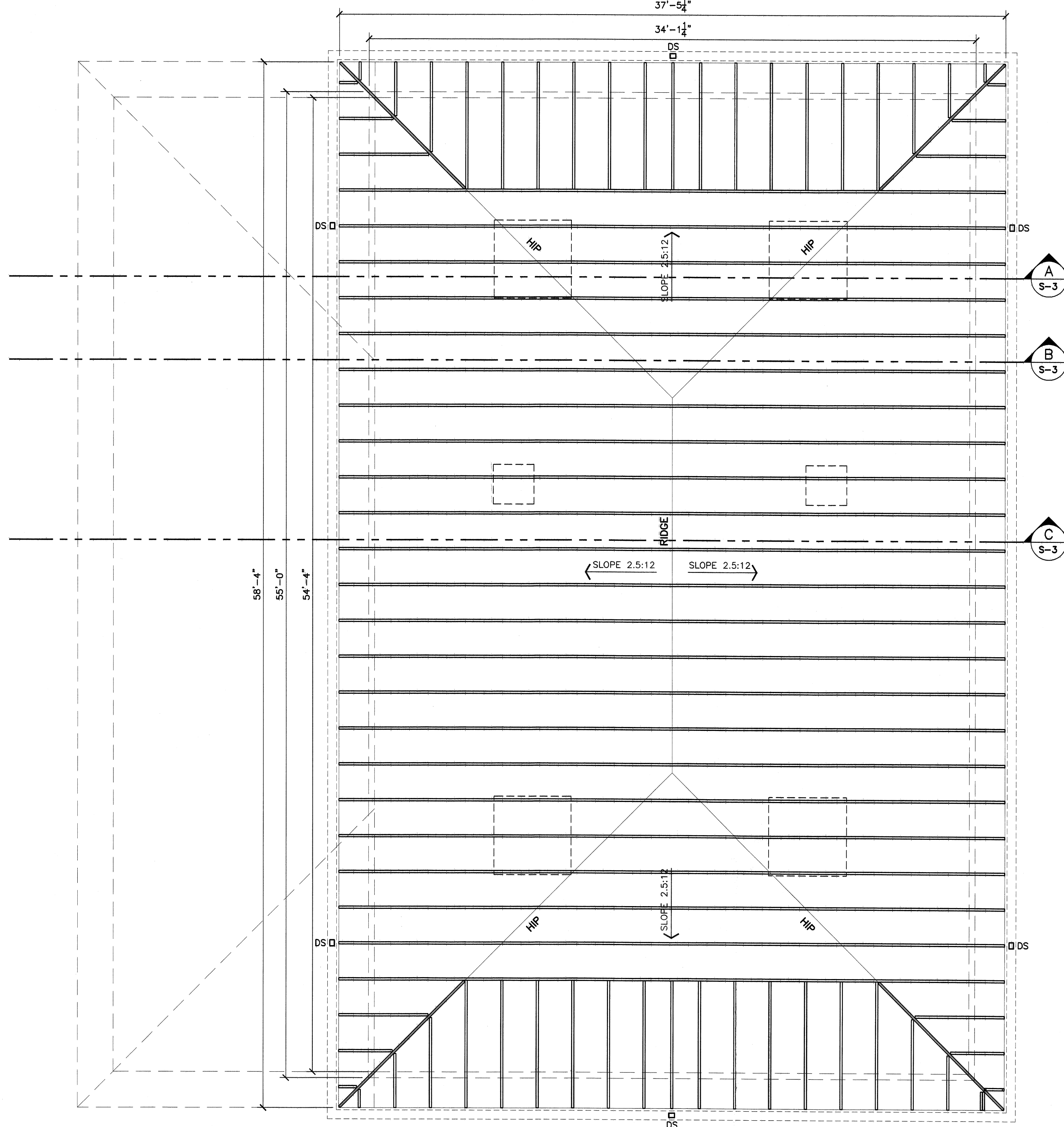
ALL HOLDOWN CONNECTORS DETAILED ARE FOR ESTIMATION PURPOSES ONLY.

IF ALTERNATIVE HOLDOWN MANUFACTURER IS USED, STRAPS TO HAVE EQUAL OR GREATER CAPACITY AND TO BE CONFIRMED IN WRITING BY CONTRACTOR.


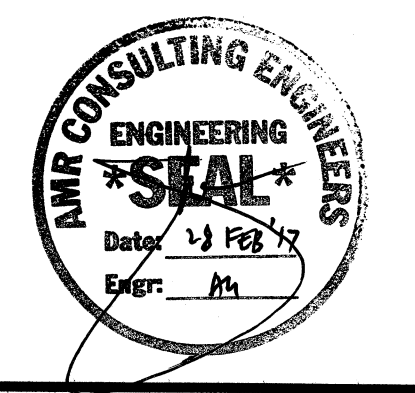
FINAL HOLDOWN STRAPS TO BE DETERMINED OR CONFIRMED BY THE ENGINEER-ON-RECORD UPON RECEIPT OF TRUSS SUBMITTALS.

ALUMINUM STANDING SEAM ROOFING SYSTEM TO BE DETERMINED BY CLIENT; SEE S-1 FOR SPECIFICATIONS

PROVIDE 2x6 PT TIMBER BLOCKING AT LOWER ENDS OF TRUSSES ALONG THE TIMBER PLATES AND AT EDGES OF PLYWOOD SHEATHING

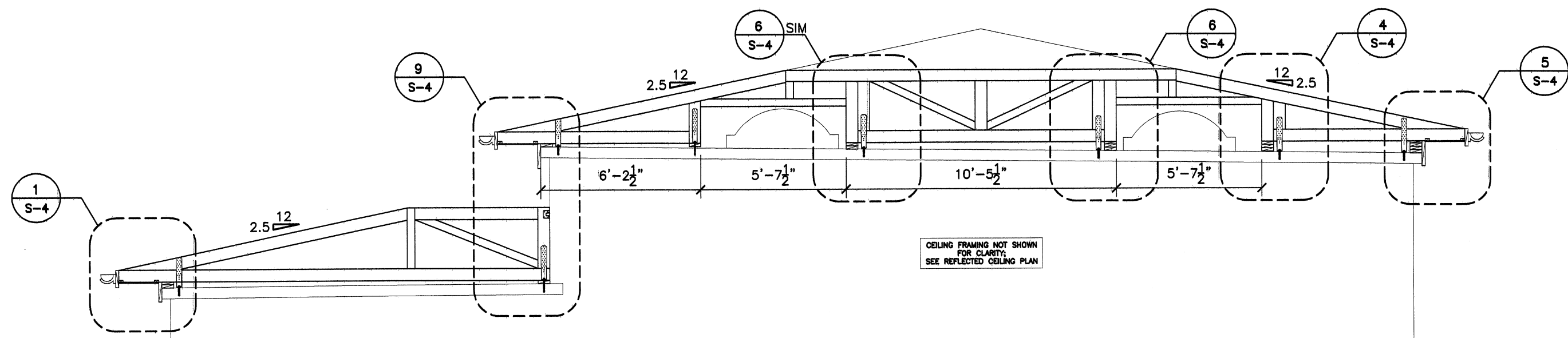


2 UPPER ROOF FRAMING PLAN  
SCALE : 1/4" = 1' - 0"

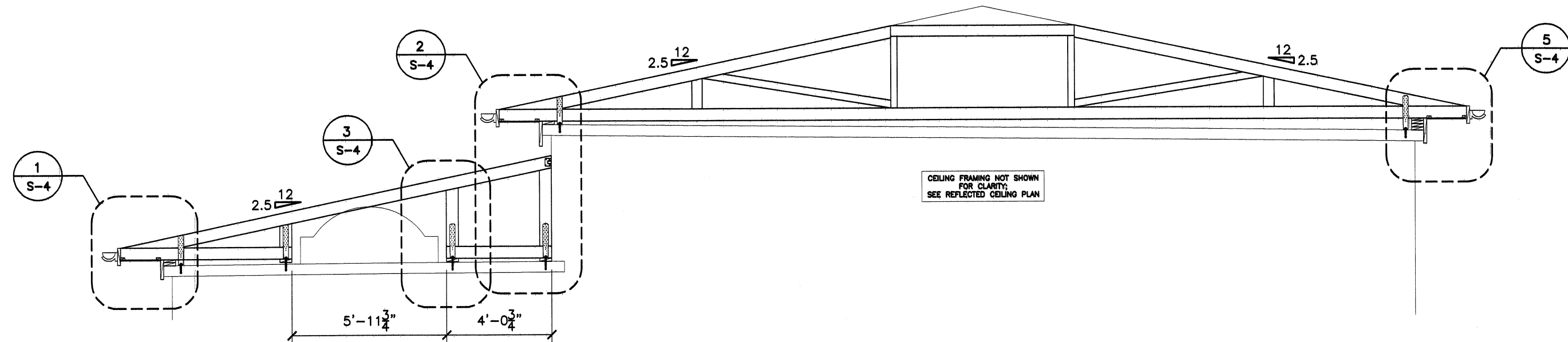
STATUS		
REV. #	DESCRIPTION	DATE
 <p>PO BOX 10962 GRAND CAYMAN KY1-1007 CAYMAN ISLANDS P: +1 345 949 2716 W: WWW.AMR.KY E: INFO@AMR.KY</p>		
SEAL 		
CLIENT		
PROJECT NAME AND LOCATION <b>PROPOSED ROOF WAC LOWER VALLEY R.O. PLANT</b>  BLOCK: 32D PARCEL: 219		
DRAWING TITLE		
<b>ROOF FRAMING PLANS</b>		
DESIGNED BY AU	SHEET <b>S - 2</b>	
DRAWN BY AU		
CHECKED BY MM		
PROJECT NO. 11507	DATE 2017.01.13	
SCALE AS SHOWN	ISSUE 2017.02.20	

BCU SUBMISSION

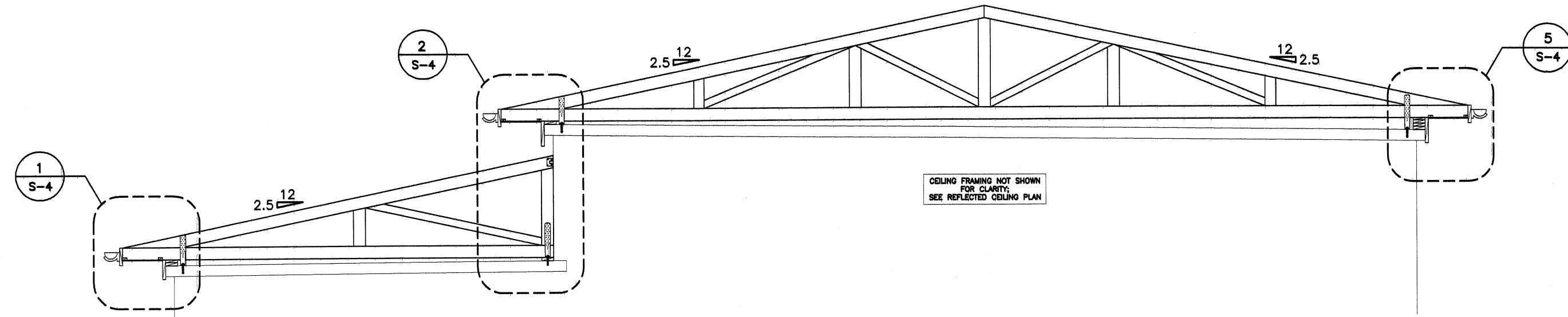




**A** SECTION A  
SCALE :1/4" = 1' - 0"

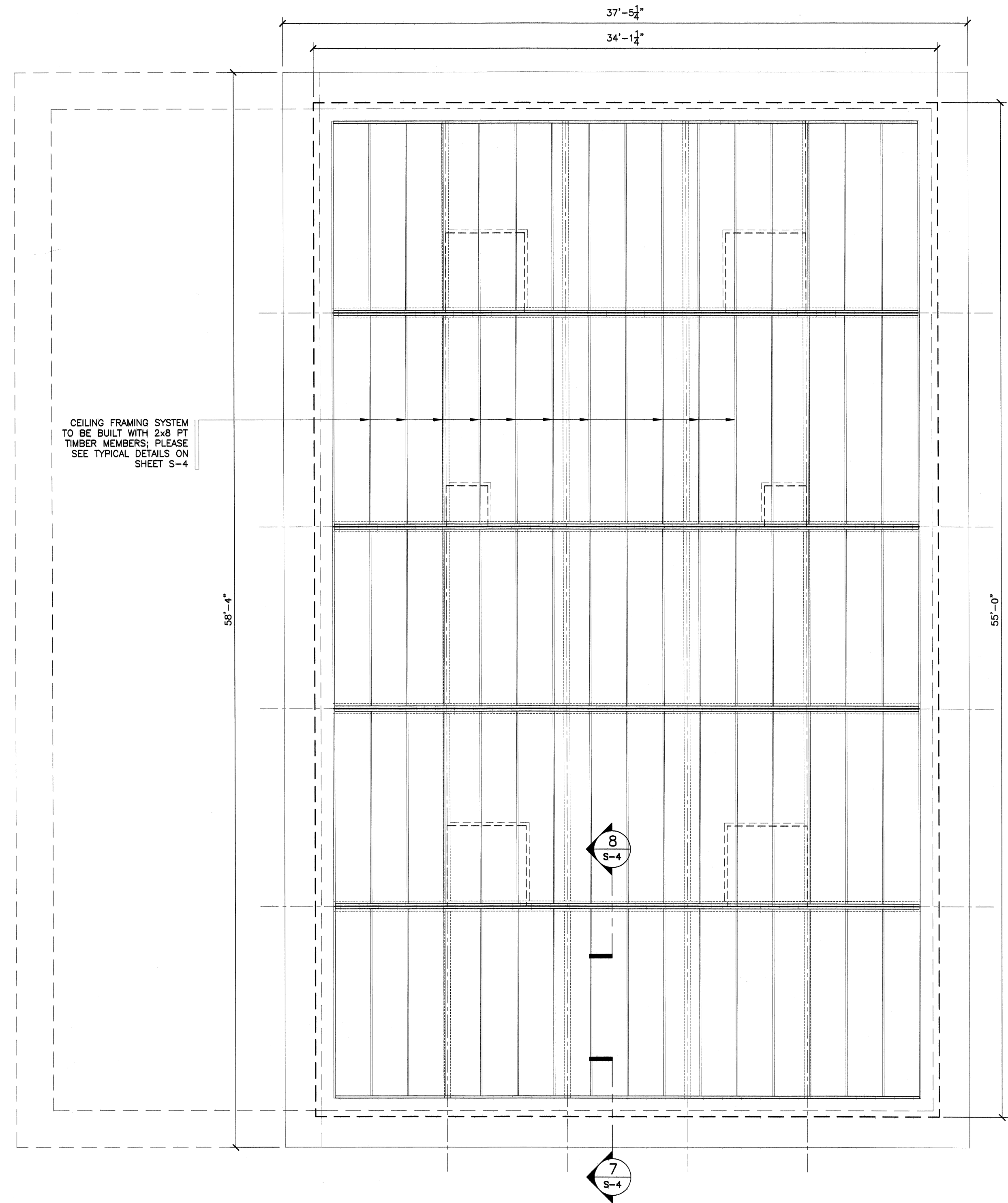


**B** SECTION B  
SCALE :1/4" = 1' - 0"



**C** SECTION C  
SCALE :1/4" = 1' - 0"

**1** SECTIONS  
SCALE :1/4" = 1' - 0"

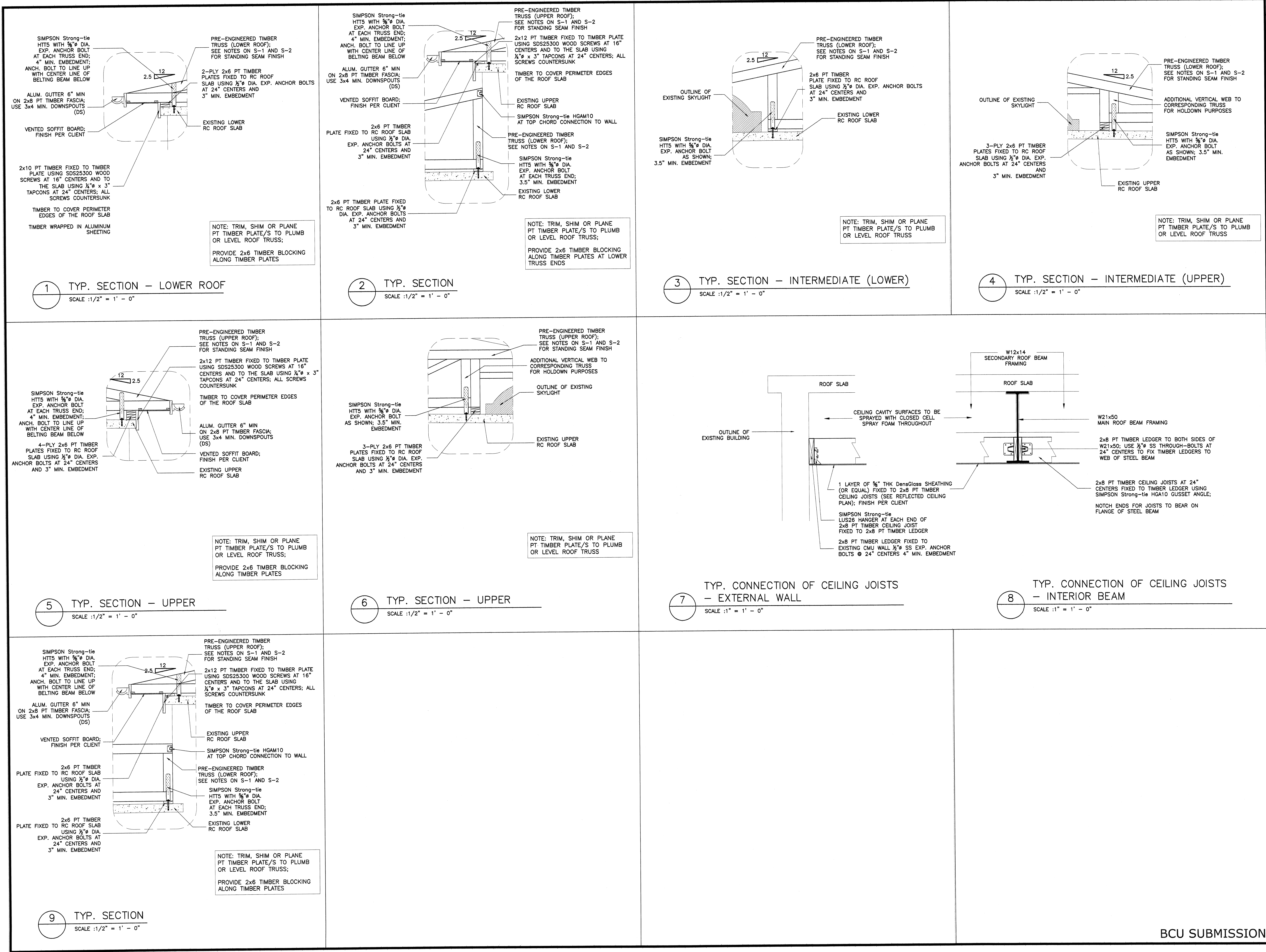


**2** REFLECTED CEILING PLAN [(+/-) 1870sf AREA]  
SCALE :1/4" = 1' - 0"

- NOTES:
- 1) USE 2x8 PT TIMBER FOR ALL CEILING JOISTS, LEDGERS OR HEADERS
  - 2) USE PROPRIETARY HANGERS, HOLDDOWNS AND OTHER CONNECTORS FROM SIMPSON Strong-tie (OR APPROVED EQUAL) WHERE SPECIFIED AND AT ALL TIMBER-TO-TIMBER CONNECTIONS. ALL CONNECTORS TO BE STAINLESS STEEL WHERE AVAILABLE, Z-MAX OR HOT-DIPPED GALVANIZED
  - 3) ALL THROUGH - BOLTS AND EXPANSION ANCHOR BOLTS TO BE STAINLESS STEEL; USE NYLON WASHERS AND PROPRIETARY TEFLON PASTE TO ISOLATE CONTACT BETWEEN THE HDG CONNECTORS AND THE STAINLESS STEEL EXP. ANCHOR BOLTS
  - 4) INSTALL ALL EXPANSION ANCHOR BOLTS AND PROPRIETARY CONNECTORS IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, INSTRUCTIONS AND RECOMMENDATIONS
  - 5) ALL CEILING CAVITY SURFACES TO BE PROPERLY PREPPED PRIOR TO APPLICATION OF CLOSED CELL SPRAY FOAM

STATUS		
REV. #	DESCRIPTION	DATE
<p>PO BOX 10962 GRAND CAYMAN KY11-1007 CAYMAN ISLANDS P: +1 345 949 2716 W: WWW.AMR.KY E: INFO@AMR.KY</p>		
<p>SEAL</p>		
CLIENT		
<p>PROJECT NAME AND LOCATION</p> <p><b>PROPOSED ROOF WAC LOWER VALLEY R.O. PLANT</b></p> <p>BLOCK: 32D PARCEL: 219</p>		
DRAWING TITLE		
<p><b>ROOF TRUSS SECTIONS &amp; CEILING FRAMING PLANS</b></p>		
DESIGNED BY	SHEET	
AU	<b>S - 3</b>	
DRAWN BY		
AU		
CHECKED BY	DATE	
MM	2017.01.13	
PROJECT NO.	ISSUE	
11507	2017.02.20	
SCALE		
AS SHOWN		

BCU SUBMISSION



STATUS		
REV. #	DESCRIPTION	DATE
<div><div><div><div></div></div><div>AMR</div><div>CONSULTING ENGINEERS</div></div><div><div>PO BOX 10962</div><div>GRAND CAYMAN KY1-1007</div><div>CAYMAN ISLANDS</div><div>P: +1 345 949 2718 W: WWW.AMR.KY E: INFO@AMR.KY</div></div></div>		
<div>SEAL</div> <div><div>AMR CONSULTING ENGINEERS</div><div>ENGINEERING</div><div>SEAL</div><div>Date: 24 Feb 17</div><div>Eng: AS</div></div>		
CLIENT		
PROJECT NAME AND LOCATION		
PROPOSED ROOF		
WAC LOWER VALLEY		
R.O. PLANT		
BLOCK: 32D		
PARCEL: 219		
DRAWING TITLE		
STRUCTURAL DETAILS		
DESIGNED BY	SHEET	
AU	S - 4	
DRAWN BY		
AU		
CHECKED BY		
MM		
PROJECT NO.	DATE	
11507	2017.01.13	
SCALE	ISSUE	
AS SHOWN	2017.02.20	

BCU SUBMISSION

# SHORT FORM of Contract

AGREEMENT

GENERAL CONDITIONS

RULES FOR ADJUDICATION

NOTES FOR GUIDANCE

First Edition 1999  
ISBN 2-88432-024-5

FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS  
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS  
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE  
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES



## FOREWORD

These Conditions of Contract have been prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) and are recommended for engineering and building work of relatively small capital value. However, depending on the type of work and the circumstances, the Conditions may be suitable for contracts of greater value. They are considered most likely to be suitable for fairly simple or repetitive work or work of short duration without the need for specialist sub-contracts.

The main aim has been to produce a straightforward flexible document which includes all essential commercial provisions and which may be used for all types of engineering and building work with a variety of administrative arrangements. Under the usual arrangements for this type of contract, the Contractor constructs the Works in accordance with design provided by the Employer or by his representative (if any). However, this form may also be suitable for contracts which include, or wholly comprise, contractor-designed civil, mechanical and/or electrical works.

In addition, the Employer has a choice of valuation methods. Furthermore, although there is no reference to an impartial Engineer, the Employer may appoint an independent Engineer to act impartially, should he wish to do so.

The form is recommended for general use, though modifications may be required in some jurisdictions. FIDIC considers the official and authentic text to be the version in the English language.

The intention is that all necessary information should be provided in the Appendix to the Agreement, the latter incorporating the tenderer's offer and its acceptance in one simple document. The General Conditions are expected to cover the majority of contracts. Nevertheless, users will be able to introduce Particular Conditions if they wish, to cater for special cases or circumstances. The General Conditions and the Particular Conditions will together comprise the Conditions governing the rights and obligations of the parties.

To assist in the preparation of tender documents using these Conditions, Notes for Guidance are included. These Notes will not become one of the documents forming the Contract. Finally, applicable Rules for Adjudication are also included.

The attention of users is drawn to the FIDIC publication "Tendering Procedure", which presents a systematic approach to the selection of tenderers and the obtaining and evaluation of tenders.

## ACKNOWLEDGEMENTS

The Fédération Internationale des Ingénieurs-Conseils (FIDIC) extends special thanks to the following members of its Task Group: Philip Jenkinson (Task Group Leader), WS Atkins, UK; AEJ (Tony) Sanders, Mouchel, UK; and Edward Corbett, Corbett & Co, UK. Liaison with other active Task Groups was provided by Peter L Booen, GIBB Ltd, UK.

The preparation was carried out under the general direction of the FIDIC Contracts Committee comprising John B Bowcock (Chairman), Consulting Engineer, UK; Michael Mortimer-Hawkins, SwedPower, Sweden; Axel-Volkmar Jaeger, Schmidt Reuter Partner, Germany; and KB (Tony) Norris (Special Adviser), Consulting Engineer, UK.

Drafts were commented on by the following persons and organisations: Mushtaq Ahmad, NESPAK, Pakistan; Peter Batty, Post Buckley International, USA; Nael G Bunni, Consulting Engineer, Ireland; Kathryn Josephine T. dela Cruz, Construction Industry Authority of the Philippines; Michael Dudley, UNOPS; Hans Enhörning, ABB Asea Brown Boveri Ltd, Switzerland; Mark Griffiths, Griffiths & Armour, UK; Geoffrey F Hawker, Consulting Engineer and Barrister, UK; Adam K Heine, Consulting Engineer, Poland; HS Kwong, Secretary for Works, Hong Kong; Jan Cees Overbosch/Evert Jan Wijers, DHV Beheer BV, The Netherlands; Marek Rdultowski, Cosmopoli Consultants, Poland; J G Rees, Binnie Black & Veatch, UK; Asian Development Bank; European Bank for Reconstruction and Development; Inter-American Development Bank; International Association of Dredging Companies; Inter-Pacific Bar Association; ORGANISME de Liaison Industries Métalliques Européennes ("ORGALIME"); and The World Bank. Acknowledgement of reviewers does not mean that such persons or organizations approve the wording of all clauses.

FIDIC wishes to record its appreciation of the time and effort devoted by all the above.

The ultimate decision on the form and content of the document rests with FIDIC.



# CONTENTS

## Agreement ..... i

Offer

Acceptance

Appendix

## General Conditions

### 1 GENERAL PROVISIONS ..... 1

- 1.1 Definitions
  - The Contract
  - Persons
  - Dates, Times and Periods
  - Money and Payments
  - Other Definitions
- 1.2 Interpretation
- 1.3 Priority of Documents
- 1.4 Law
- 1.5 Communications
- 1.6 Statutory Obligations

### 2 THE EMPLOYER ..... 2

- 2.1 Provision of Site
- 2.2 Permits and Licences
- 2.3 Employer's Instructions
- 2.4 Approvals

### 3 EMPLOYER'S REPRESENTATIVES ..... 3

- 3.1 Authorised Person
- 3.2 Employer's Representative

### 4 THE CONTRACTOR ..... 3

- 4.1 General Obligations
- 4.2 Contractor's Representative
- 4.3 Subcontracting
- 4.4 Performance Security

5	DESIGN BY CONTRACTOR .....	3
5.1	Contractor's Design	
5.2	Responsibility for Design	
6	EMPLOYER'S LIABILITIES .....	4
6.1	Employer's Liabilities	
7	TIME FOR COMPLETION .....	5
7.1	Execution of the Works	
7.2	Programme	
7.3	Extension of Time	
7.4	Late Completion	
8	TAKING-OVER .....	5
8.1	Completion	
8.2	Taking-Over Notice	
9	REMEDYING EFFECTS .....	5
9.1	Remedying Defects	
9.2	Uncovering and Testing	
10	VARIATIONS AND CLAIMS .....	6
10.1	Right to Vary	
10.2	Valuation of Variations	
10.3	Early Warning	
10.4	Right to Claim	
10.5	Variation and Claim Procedure	
11	CONTRACT PRICE AND PAYMENT .....	7
11.1	Valuation of the Works	
11.2	Monthly Statements	
11.3	Interim Payments	
11.4	Payment of First Half of Retention	
11.5	Payment of Second Half of Retention	
11.6	Final Payment	
11.7	Currency	
11.8	Delayed Payment	
12	DEFAULT .....	8
12.1	Default by Contractor	
12.2	Default by Employer	
12.3	Insolvency	
12.4	Payment upon Termination	
13	RISK AND RESPONSIBILITY .....	9
13.1	Contractor's Care of the Works	
13.2	Force Majeure	

14	INSURANCE .....	9
14.1	Extent of Cover	
14.2	Arrangements	
14.3	Failure to Insure	
15	RESOLUTION OF DISPUTES .....	10
15.1	Adjudication	
15.2	Notice of Dissatisfaction	
15.3	Arbitration	
	INDEX .....	11

Particular Conditions .....	13
-----------------------------	----

Rules for Adjudication .....	15
------------------------------	----

Notes for Guidance .....	21
--------------------------	----

Notes .....	31
-------------	----

# General Conditions

## 1 General Provisions

### 1.1

#### Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

#### The Contract

1.1.1 "**Contract**" means the Agreement and the other documents listed in the Appendix.

1.1.2 "**Specification**" means the document as listed in the Appendix, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.

1.1.3 "**Drawings**" means the Employer's drawings of the Works as listed in the Appendix, and any Variation to such drawings.

#### Persons

1.1.4 "**Employer**" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "**Contractor**" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "**Party**" means either the Employer or the Contractor.

#### Dates, Times and Periods

1.1.7 "**Commencement Date**" means the date 14 days after the date the Agreement comes into effect or any other date agreed between the Parties.

1.1.8 "**day**" means a calendar day.

1.1.9 "**Time for Completion**" means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

#### Money and Payments

1.1.10 "**Cost**" means all expenditure properly incurred (or to be incurred ) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

#### Other Definitions

1.1.11 "**Contractor's Equipment**" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

1.1.12 "**Country**" means the country in which the Site is located.

1.1.13 "**Employer's Liabilities**" means those matters listed in Sub-Clause 6.1.

1.1.14 "**Force Majeure**" means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have

provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

- 1.1.15 **"Materials"** means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
- 1.1.16 **"Plant"** means the machinery and apparatus intended to form or forming part of the permanent work.
- 1.1.17 **"Site"** means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 **"Variation"** means a change to the Specification and /or Drawings (if any) which is instructed by the Employer under Sub-Clause 10.1.
- 1.1.19 **"Works"** means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation

## 1.2

### Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## 1.3

### Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in the Appendix.

## 1.4

### Law

The law of the Contract is stated in the Appendix.

## 1.5

### Communications

Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Appendix and shall not be unreasonably withheld or delayed.

## 1.6

### Statutory Obligations

The Contractor shall comply with the laws of the countries where activities are performed. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

# 2

## The Employer

### 2.1

#### Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Appendix.

### 2.2

#### Permits and Licences

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

- 2.3  
Employer's Instructions      The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
- 2.4  
Approvals      No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

## 3 Employer's Representatives

- 3.1  
Authorised Person      One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the Appendix, or as otherwise notified by the Employer to the Contractor.
- 3.2  
Employer's Representative      The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the Appendix, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of this Employer's representative.

## 4 The Contractor

- 4.1  
General Obligations      The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.
- 4.2  
Contractor's Representative      The Contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the Contractor.
- 4.3  
Subcontracting      The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.
- 4.4  
Performance Security      If stated in the Appendix, the Contractor shall deliver to the Employer within 14 days of the Commencement Date a performance security in a form and from a third party approved by the Employer.

## 5 Design by Contractor

- 5.1  
Contractor's Design      The Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been

submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2

### Responsibility for Design

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

# 6

## Employer's Liabilities

### 6.1

#### Employer's Liabilities

In this Contract, Employer's Liabilities mean :

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- g) design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
- h) any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.
- i) Force Majeure,
- j) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- k) any failure of the Employer,
- l) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately notified to the Employer,
- m) any delay or disruption caused by any Variation,
- n) any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
- o) losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and
- p) damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.

## 7 Time for Completion

- 7.1  
Execution of the Works      The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
- 7.2  
Programme      Within the time stated in the Appendix, the Contractor shall submit to the Employer a programme for the Works in the form stated in the Appendix.
- 7.3  
Extension of Time      Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Liabilities.
- On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.
- 7.4  
Late Completion      If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Appendix for each day for which he fails to complete the Works.

## 8 Taking-Over

- 8.1  
Completion      The Contractor may notify the Employer when he considers that the Works are complete.
- 8.2  
Taking-Over Notice      The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.
- The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

## 9 Remedying Defects

- 9.1  
Remedying Defects      The Employer may at any time prior to the expiry of the period stated in the Appendix, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract.



The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

## 9.2

### Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

# 10 Variations and Claims

## 10.1

### Right to Vary

The Employer may instruct Variations.

## 10.2

### Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at daywork rates set out in the Appendix for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials used.

## 10.3

### Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

The Contractor's entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

## 10.4

### Right to Claim

If the Contractor incurs Cost as a result of any of the Employer's Liabilities, the Contractor shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

## 10.5

### Variation and Claim Procedure

The Contractor shall submit to the Employer an itemised make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

# 11

## Contract Price and Payment

- 11.1**  
**Valuation of the Works**      The Works shall be valued as provided for in the Appendix, subject to Clause 10.
- 11.2**  
**Monthly Statements**      The Contractor shall be entitled to be paid at monthly intervals:
- a) the value of the Works executed,
  - b) the percentage stated in the Appendix of the value of Materials and Plant delivered to the Site at a reasonable time,
- subject to any additions or deductions which may be due.
- The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.
- 11.3**  
**Interim Payments**      Within 28 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the Contractor's statement less retention at the rate stated in the Appendix, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.
- The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4.4 (if any).
- 11.4**  
**Payment of First Half of Retention**      One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the notice under Sub-Clause 8.2.
- 11.5**  
**Payment of Second Half of Retention**      The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after either the expiry of the period stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.
- 11.6**  
**Final Payment**      Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.
- Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.
- 11.7**  
**Currency**      Payment shall be in the currency stated in the Appendix.
- 11.8**  
**Delayed Payment**      The Contractor shall be entitled to interest at the rate stated in the Appendix for each day the Employer fails to pay beyond the prescribed payment period.

# 12

## Default

### 12.1

#### Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

### 12.2

#### Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilise from the Site.

### 12.3

#### Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

### 12.4

#### Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the Cost of his suspension and demobilisation together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

# 13

## Risk and Responsibility

### 13.1

#### Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

### 13.2

#### Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the Cost of his suspension and demobilisation,
- c) any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

# 14

## Insurance

### 14.1

#### Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and
- c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

**14.2**  
**Arrangements**

All insurances shall conform with any requirements detailed in the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

**14.3**  
**Failure to Insure**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

# 15

## Resolution of Disputes

**15.1**  
**Adjudication**

Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to adjudication in accordance with the attached Rules for Adjudication ("the Rules"). The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

**15.2**  
**Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

**15.3**  
**Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled by a single arbitrator under the rules specified in the Appendix. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the Appendix. Any hearing shall be held at the place specified in the Appendix and in the language referred to in Sub-Clause 1.5.

# INDEX OF SUB-CLAUSES

	Sub-Clause	Page
Adjudication	15.1	10
Approvals	2.4	3
Arbitration	15.3	10
Arrangements, Insurance	14.2	10
Authorised person	3.1	3
Communications	1.5	2
Completion	8.1	5
Contractor's Care of the Works	13.1	9
Contractor's Design	5.1	3
Contractor's Representative	4.2	3
Currency	11.7	7
Default by Contractor	12.1	8
Default by Employer	12.2	8
Definitions	1.1	1
Delayed Payment	11.8	7
Early Warning, Claims	10.3	6
Employer's Instructions	2.3	3
Employer's Representative	3.2	3
Employer's Liabilities	6.1	4
Execution of the Works	7.1	5
Extension of Time	7.3	5
Extent of Cover, Insurance	14.1	9
Failure to Insure	14.3	10
Final Payment	11.6	7
Force Majeure	13.2	9
General Obligations, Contractor	4.1	3
Insolvency	12.3	8
Interim Payments	11.3	7
Interpretation	1.2	2
Late Completion	7.4	5
Law	1.4	2
Monthly Statements	11.2	7
Notice of Dissatisfaction	15.2	10
Payment upon Termination	12.4	8
Performance Security	4.4	3
Permits and Licences	2.2	2
Priority of Documents	1.3	2

AGREEMENT

GENERAL  
CONDITIONS

ADJUDICATION

GUIDANCE

Programme	7.2	5
Provision of Site	2.1	2
Remedying Defects	9.1	5
Responsibility for Design	5.2	4
Retention, First Half	11.4	7
Retention, Second Half	11.5	7
Right to Claim	10.4	6
Right to Vary	10.1	6
Statutory Obligations	1.6	2
Subcontracting	4.3	3
Taking-Over Notice	8.2	5
Uncovering and Testing	9.2	6
Valuation of the Works	11.1	7
Valuation of Variations	10.2	6
Variation and Claim Procedure	10.5	6

## Particular Conditions

### Note

It is intended that the Short Form of Contract will work satisfactorily without any Particular Conditions. However, if the requirement of the project makes it desirable to amend any Clause or to add provisions to the Contract, the amendments and additions should be set out on pages headed Particular Conditions. Care should be taken with the drafting of such Clauses especially in view of the high priority given to the Particular Conditions by Sub-Clause 1.3.

---