

GOVERNMENT OF MONTSERRAT



Completion Works on Davy Hill Community Resource Centre



TENDER DOCUMENTS



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TENDER DOCUMENTS

For: Procurement of Building Construction Services

Re: **Completion Works on**
Davy Hill Community Resource Centre

Project No.: **BNTF 8**

Employer : **Basic Need Trust Fund**
Government of Montserrat

Issue Date : **April 8th 2016**

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1.0 INSTRUCTIONS TO TENDERERS

The following instructions have been included for the advice and guidance of Tenderers. Care should be exercised that the conditions and clauses are adhered to, since failure to comply may result in the refusal of a tender.

1. Confidentiality Documents

All recipients of tender documents and drawings for the proposed contract (whether they submit a tender or not) shall treat the details of the documents and drawings as private and confidential. Failure to do so will result in disqualification from this and future tenders.

2. Dispatch of Tenders

The tender shall be delivered before the day and hour of tender closing stated in the Invitation to Tender. The Form of Tender shall be signed by an authorized officer of the Company.

The completed Tender shall be submitted using the Form of Tender, in the copy of the Tender Document provided.

The Tender and all supporting documents shall be enclosed in a sealed envelope bearing only the words **“Tender for Completion Works On Davy Hill Community Resource Center”** with no indication of the identity of the sender. The envelope must be addressed to:

The Chairman

Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Brades, Montserrat

The qualification information **Only** must be simultaneously submitted to email address: procurement@caribank.org

3. This Tender is based on the Drawings, Specifications, Conditions of Contract and Bills of Quantities hereinafter referred to as the Contract Documents.

4. No unauthorized alteration or addition should be made to the Form of Tender, to the Bills of Quantities or to any other component of the Tender Document. If any such alteration or addition is made or these instructions are not fully complied with, the Tender may be rejected. Should any further information be required, it will be supplied on request by the Project Consultant.

5. Any neglect or failure on the part of the tenders to obtain reliable information upon any matters affecting the cost, execution, construction, completion and maintenance of the Works and the Contract shall not relieve the persons whose Tender is accepted from any risks of liabilities for the completion of the Works, nor will any claim for increase of the Contract be entertained as a result of such neglect or failure. Quantities contained within the Bills of Quantities do not necessarily indicate conclusively the amount or the extent of works to be performed. The Contractor must inform himself, as no claims for increases will be entertained on this basis.

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6. Tenderers are required to visit the site of the works to obtain for themselves, on their own responsibility, any information they may require prior to submitting a tender and entering into a contract. Each Tenderer, in submitting a proposal, warrants that he has investigated and is acquainted with the requirements of the Contract. Submission of a tender shall be considered conclusive evidence that the Tenderer has made such examination and knows all the conditions that will affect the Works.
7. Tenders must be submitted on the Form provided. Prices shall be in Eastern Caribbean Dollars. Each form shall be completely filled out. Tender prices must be completed in ink. Erasures or other changes must be noted over the signature of the Tenderer.
8. Each Tender must contain the name, residence and place of business of the person or persons making the Tender and must be signed by the Tenderer with his usual signature. Tenders by partnership must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Tenders by corporation to be signed with the legal name of the corporation followed by the name of the State of incorporation and by the signature and designation of the President, Secretary or other persons authorized to bind it in the matter. Satisfactory evidence of the authority of the signer on behalf of the firm shall be furnished.
9. Award of Contract will be made, if at all, to the tenderer whose tender the Employer deems most advantageous to the Government of Montserrat. The Employer reserves the right to reject any or all tenders, or to accept any tender should it be deemed in the interests of the Employer so to do, and, in particular, if only one tender is received, the Employer reserves the right to reject it.
10. The Tenderer to whom the award is made will be required to enter into an agreement with the Employer. This agreement will be of the same form as that in the Conditions of Contract.
11. Increases / Decreases in Cost of Labour and Materials.
 - i. Increases / decreases in the current cost of labour and certain materials subsequent to the date for closing of Tenders will not result in an adjustment to the Contract Price.
 - ii. Basic unit costs of labour and certain materials upon which the Tender is based and upon which day works and variations will be considered shall be listed in Schedule A, B,C and D of the Form of Tender. These Schedules shall be completed and submitted with the Tender. Failure to submit them may lead to disqualification of the Tender.
12. Should there be any doubt or obscurity as to the meaning of the Tender Documents, or as to anything to be done or not be done under the Contract or concerning these instructions, or any other matter or thing, Tenderers shall set forth in writing such doubts to obscurity and submit them to the Project Consultant not later than two weeks before the date for submission of Tenders. These and any other outstanding matters will be answered in writing within one week of the above date.

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13. Tenderers are to fill in all blank spaces in the Form of tender including the appendix, except where specifically instructed otherwise.

14. Pricing

- i. Tenderers are to insert rates or prices against each item in the Bills of Quantities. Items against which no rate or price is entered by the Tenderer will be deemed to be covered by the rates of prices set against other items in the Bills.
- ii. Prices inserted shall be based on duty free imports from abroad of material and goods required specifically for this product and shall be deemed to include for the provision of all labour, materials and plant, for transport, for deliveries to Site (where not specifically mentioned in the description), for temporary storage of materials and return of empties, for the erection, maintenance and removal of scaffolding, temporary staging, plank ways, protection, etc and for all other things necessary for the completion of the Works in accordance with the Drawings, Specifications, Conditions of Contract and Schedule of Works.

15. Import Duty Concessions

- i. The Tenderer must ascertain from the responsible official of the Montserrat Customs and Revenue Services the allowable concessions at present in force in respect of duty on imported materials to be incorporated in the Works.
- ii. The Tenderer must familiarize himself with the workings of the Customs Department and shall allow for the costs of and shall accept responsibility for preparing and processing the necessary documents involved in the importation of materials, etc. to be incorporated in the Works.
- iii. The Tenderer must allow for all Wharfage dues, Package Tax, Importer's Licenses (where applicable), Stamp Duties, taxes and charges that may be required.
- iv. Special rules are in force in respect of the importation of plant, scaffolding, tools, equipment and consumable stores that are not incorporated in the Works. The Tenderers must allow for the result of licenses, bonds, taxes, stamp duties or any other charges that may be required.

16. Mistakes in Tenders

Errors discovered in the Contractor's Tender will be dealt with as follows:

The Contractor will be given details of such errors and afforded an opportunity of confirming or withdrawing his offer. If the Contractor withdraws, the tender of the second most advantageous Tenderer will be examined, and if necessary this Contractor will be given a similar opportunity.

17. Compliance with instructions:

- i. No tender will be considered unless it complies with the conditions set out in these instructions.
- ii. All Addenda issued by the Project Consultant prior to the date stated for the closing of Tenders shall be attached to and form part of the Tender.

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18. The Employer will not be responsible for any expenses or losses that may be incurred by any Tenderer in the preparation of this Tender.

19. The Tenderer shall be bound by his Tender except as provided for in Paragraph 16 of these instructions.

20. Discrepancies in Specifications or Drawings

- i. Any ambiguity found in the drawings or specifications shall be called to the attention of the Project Consultant prior to tendering.
- ii. Ambiguities will be clarified by the Project Consultant by Addenda prior to accepting tenders, and one copy of each Addendum shall be submitted with the Tender. No consideration will be given to any claim by any Tenderer that an ambiguity or question was settled verbally prior to submitting his Tender.
- iii. All information given to bidders other than by means of the drawings and contract documents or by Addenda as described above, is given informally and shall not be used as the basis of a claim.
- iv. To receive consideration, such question shall be submitted in writing to the Project Consultant so as to be received at least ten days before the established date for receipt of tenders. If the question involves the quality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Project Consultant to determine the quality or suitability of the product or method. In general, the Project Consultant will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the works.
- v. Decisions rendered by the Project Consultant in response to questions received as above-provided will be arranged as Addenda and shall become a part of the Contract.
- vi. All information given on the drawings or in the contract documents relating to materials encountered, ground-water, sub-surface conditions, natural phenomena, and existing pipes and other structures is from the best source available to the Employer at present. All such information is furnished only for the information and convenience of tenderers.

21. Commencement of the Works

Tenderers are advised that the actual work of this Contract must not be stated until a "Notice to Commerce Work" has been issued by the Project Consultant. The Contractor shall, however, commence work no later than the date specified in the above Notification.

2.0 FORM OF TENDER

Note: The Appendix forms part of the Tender.

Tenderers are requested to fill up all blank spaces in this Tender Form and Appendix.

The Tenderer declares that :

- a) No person, other than the tenderer, has any interest in this tender or in the Contract proposed to be entered into.
- b) This tender is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
- c) The general matters stated in the said tender are in all respects true.

The tenderer has carefully inspected the locality and site of the proposed works, as well as all the drawings, form of tender, instruction to tenderers, specifications, general conditions, agreement and bond, bills of quantities, and hereby accepts the same as part and parcel of this Contract, and to hereby tender and offer to enter into a contract to do all the work, provide the labour and plant and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to construct, complete and maintain the whole of the said works in conformity with the said Drawings, Conditions of Contract, Specification and Bills of Quantities, to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix. The tenderer also agrees that this offer is to remain open to acceptance for a period of three months from the return date of the tender, until receipt of written acceptance of the tender, or until the formal contract is executed by the successful tenderer for said Works, and that the Employer may at any time, without notice, accept this tender whether any other has been previously accepted or not.

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FORM OF TENDER

To: The Chairman
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Brades, Montserrat

Dear Sir,

Completion Works on Davy Hill Community Resource Center

Having examined the Drawings, Conditions of Contract, Specifications and Bills of Quantities for the construction of the above-named Works, we, the undersigned, offer to complete construction and maintain the whole of the said Completion Works for the sum of:

_____ (\$_____)

Of such other sum as may be ascertained in accordance with the said conditions.

We undertake, if our tender is accepted, to commence the Works within _____ calendar days of receipt of the Project Consultant’s order to commence, and to complete and deliver the whole of the Works comprised in the Contract within _____ calculated from the date of commencement.

We agree to abide by this tender for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal agreement is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 2016.

Signature in the capacity of
duly authorised to sign tenders for and on the behalf of

(IN BLOCK CAPITALS)

Address.....
.....

Completion Works on Davy Hill Community Resource Centre

3.0 Bidding Forms

KJ Cassell Consultants Ltd
P.O. Box 313
Gerald's, Montserrat, W.I.

Tel: 664-491-2819
Mob:664-491-1282
E-mail: cassellke@candw.ms

3.0 BIDDING FORMS

3.1 Bid Qualification Requirements

The following documents should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered noncompliant and rejected.

Signed Form of Tender (Including time for completion and notice period)	<input type="checkbox"/>
Completed Bill of Quantities	<input type="checkbox"/>
Programme of Works	<input type="checkbox"/>
Insurance Details	<input type="checkbox"/>
Details of work completed by the company of a similar nature and work of equal or greater value. Please state project name, brief description of work, client name and value of work completed. Supporting evidence must be included	<input type="checkbox"/>
Safety Plan including Traffic Management Plan	<input type="checkbox"/>
Tax Compliance Certificate	<input type="checkbox"/>
Types of Personnel to be employed for the contract	<input type="checkbox"/>
Plant/ Equipment Proposed / Available for the Execution of Works	

Qualification requirements include for any one package, inter alia:

- (a) an average annual turnover (*defined as certified payments received for works in progress or completed*) within the last 3 years of at least Two Hundred Thousand Eastern Caribbean Dollars (XCD200,000); *How: Submit account statements for the last three years or copies of payment certificates.*
- (b) a demonstrable cash flow (*including access to credit*) of Seventy-Five Thousand Eastern Caribbean Dollars (XCD75,000); and
- (c) experience as prime contractor in the construction of at least three (3) assignments of a nature, scope and complexity comparable to the proposed project activity within the last three (3) years (*to comply with this requirement, works quoted should be at least 80 percent complete*). *How: Copy of contract / F*

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3.2 Labour Rates

I (We) hereby certify that to the best of my (our) knowledge and belief the wages, hours of work, and conditions of labour of all work people proposed to be employed by me (us) on this project for which I (we) am (are) offering myself (ourselves) as a Contractor are fair and reasonable having regard to the statutory provisions regulating rates of wages as are in force in Montserrat on the date of this my (our) Tender and I (we) will accept responsibility for the observance of these regulations by sub-contractors employed by me (us) in the execution of the works. The above mentioned wages and hours of work are as listed on the following pages: The Tenderer shall list the labour, by classification, which he proposes to have on the site for performing all of the work, together with the applicable hourly rates. The rates stated shall include all fringe benefits, overhead and profit.

Class of Work – Person	Wages Per Hour (EC\$)	Hours of Work (In a Normal Work Day)
Foreman		
Mason		
Carpenter		
Steel bender/fixer		
Skilled Laborer		
Laborer		
Electrician		
Plumber		
Tiller		

I (We) shall pay _____ times the above rates of wages for normal overtime work in excess of _____ hours per work day and _____ times the above rates of wages for work on Sunday and Statutory Holidays.

Dated this _____ day of _____ 2016

Name (in Block Letters): _____ (Signature) _____
 Being an officer of, and duly authorized to sign on behalf of

Name of Contractor: _____

Business Address: _____

Telephone:: _____ Email: _____

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3.3 Construction Materials

On the following pages I (We) have listed to the best of my (our) knowledge all of the required construction materials to be incorporated into the Permanent Works, together with the names of my (our) proposed suppliers and the unit for each material including the country of origin thereof.

We have satisfied ourselves that the suppliers' delivery schedules are realistic and/or we have satisfied ourselves that materials are available in sufficient quantities to execute the works without delay, and that materials conform with all requirements of the Specification.

We understand that all materials will be subject to inspection and tests by the Architect/Contract Administrator.

Material	Supplier (Including Country of Origin)	Unit Cost (EC\$)
Blocks		
Sand		
Aggregate		
Cement		
Reinforcement – ½"		
Reinforcement – 3/8"		
Reinforcement – 5/8"		
Lumber – 2" x 4"		
Lumber – Form Ply ¾"		
Conduit		
Wiring per point		
Copper pipe		
Upvc pipe		
Concrete		

Dated this _____ day of _____ 2016

Name (in Block Letters): _____ (Signature) _____
 Being an officer of, and duly authorized to sign on behalf of

Name of Contractor: _____

Business Address: _____

Telephone:: _____ Email: _____

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3.4 Construction Equipment

I (We) propose to employ the following construction machinery and equipment for the execution of the Works and to the best of my (our) knowledge, the equipment listed is in sufficient capacity to construct all of the Works within the time specified for completion.

Note: Indicate (*) if equipment is to be rented or sub-contracted locally, and provide details. Also list the rate of hourly hire of all equipment for Day-work purposes. Do not list hand tools or normal tools required by trade persons.

Description of Equipment	Hourly Rate for Day-work (EC\$)
Concrete Mixer (with hopper)	
Concrete Mixer (without hopper)	
Rough Rider	
Bobcat	
5 Ton Lorry	
3 Ton Lorry	
Excavator	
Backhoe	
Compressor	
Vibrator	
Tele-handler	
Crane	
Concrete mixer truck	

Dated this _____ day of _____ 2016

Name (in Block Letters): _____ (Signature) _____
 Being an officer of, and duly authorized to sign on behalf of

Name of Contractor: _____

Business Address: _____

Telephone:: _____ Email: _____

3.5 List of Nominated Sub-Contractors

I (We) agree to sub-contract the following parts of the Works to the nominated sub-contractors listed below. I (We) agree not to make changes to this list without the written consent of the Project Manager.

We agree that the sub-contractors named hereunder are reliable and competent to perform that part of the works for which each is listed and, in any case, I (we) understand that all nominated sub-contractors have been previously approved the Project Consultant and were previously involved in the existing works on this project.

<i>Name and Address of Nominated Sub-Contractors</i>	<i>Part of the Works</i>
Alfred J. Skerritt, Gerald's, Montserrat Tel: 664-491-7157	Electrical Installation
Justin Ryan , Look Out, Montserrat, Tel: 664-493-2000	Plumbing Installation

Dated this _____ day of _____ 2016

Name (in Block Letters): _____ (Signature) _____
Being an officer of, and duly authorized to sign on behalf of

Name of Contractor: _____

Business Address: _____

Telephone: _____ Email: _____

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3.6 GOVERNMENT OF MONTSERRAT TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS.

THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE _____ IN CAPACITY OF _____

DATE _____ 2016

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM _____

FULL POSTAL ADDRESS _____

TELEPHONE NO _____ EMAIL: _____

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4.0 General Conditions of Contract

KJ Cassell Consultants Ltd
P.O. Box 313
Gerald's, Montserrat, W.I.

Tel: 664-491-2819
Mob:664-491-1282
E-mail: cassellke@candw.ms

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4.0 GENERAL CONDITIONS

1 Definitions

- a) The "Contract" means these General Conditions together with the Specification drawings and includes the contract agreement
- b) The "Employer" means the Basic Needs Trust Fund (BNTF), Government of Montserrat
- c) The "Project Consultant" means a duly authorized representative of the Employer
- d) The "Contractor" means the company appointed to carry out the works
- e) The "colony" means the colony of Montserrat
- f) The "Site" means the lands and/or other places on under or through which Works are to be carried out
- g) The "Works" means the works to be executed in accordance with this Contract as described in the Specification
- h) The "language" of the Contract shall be English
- i) The "Law" applicable to the Contract, shall be the Laws of Montserrat

2 Contract Document - Priority

- 1) Contract Agreement
- 2) Bills of Quantities
- 3) Specifications
- 4) The Drawings
- 5) Conditions of Contract
- 6) Any other document forming part of the Contract

3 Extent of Contract

The Contract comprises of the construction and completion of all Works described in the Specifications, Drawings and Bill of Quantities and to supply all necessary labor, plant and temporary works to complete the described works together with such materials as are required by the Specifications.

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4 Power to Vary or Omit

- a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two days be confirmed in writing by the Project Consultant, in the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed part of the Contract.
- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

- 1) The Contractor shall remain responsible to the Employer for workmanship and manner of workmanship defaults and neglects of any sub-contractor or agent or workman employed by him.

6 Supply Materials

- 1) The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications

7 Setting Out

- 1) The Contractor shall be responsible for setting out of the work as set out in the specifications, *providing an experience surveyor* for the task required.

8 Measurement

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract. The Project Consultant shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract. The Project Consultant shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor, who shall:

- (a) forthwith attend or send a qualified representative to assist the Project Consultant in making such measurement, and

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(b) supply all particulars required by the Project Consultant. Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Project Consultant or approved by him shall be taken to be the correct measurement of such part of the Works. The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

9 Workmanship

- i. The Contractor shall at all times carry out his works in accordance with the laws of the Colony.
- ii. The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing, inform the Contractor of his dissatisfaction.
- iii. Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

10 Removal of Debris

The Contractor shall remove all debris caused by their work from time to time as it accumulates and shall leave the site clean on completion of the Contracted Works.

11 Supervision of Works and Skilled Workmen

- a) The Contractor shall provide all necessary superintendence during the execution of the works.
- b) The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their several trades.
- c) The Supervising Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person employed thereon.

12 Contractor's Plant

The Contractor shall provide at their own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

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13 Payment Fees

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by an Statutory Authority within or without the Colony.

14 Safety

- a) The Contractor is responsible for the safety of all persons employed by him.
- b) He shall in no way carry out any work that could be seen to endanger the life of any of his employees or of any member of the general public, including any other employee of the employer.

15 Injury to or death of a person

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.

16 Damage to Property

The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor is responsible.

17 Evidence of Insurance

The Contractor shall produce such evidence as the Employer may reasonably require that the insurance's referred to herein have been taken out and are in force at all material times.

18 Traffic Control

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, including no vehicular access, if necessary.

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19 Certificates & Payment to the Contractor

Payment to the Contractor will be made after the issue of an Project Consultant's certificate based on the amount of work completed to date. A retention of 5% will be held from the value of each certificate up to a maximum of 3% of the contract sum. Such retention money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the employer.

20 Warranty Period

A warranty period of 12 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

21 Handing Over Completed Works

The Contractor shall notify the Employer in writing of his completion of the contracted Works. Said work shall be subject to the satisfaction of the employer and the statutory body having jurisdiction that all the works is completed and in good order. The supervising Officer shall certify the date when in his opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

22 Failure to Meet Completion Date

Should the contractor fail to complete the contracted works within the agreed time he shall be subject to a fine of 1% of the contract price a day, for every day the completion is overdue.

23 Matters not Contained in the Contract

Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of his Contract.

24 Matter of Disagreement

If in the execution of this Contract any matter arises that cannot be agreed on by the Contractor and the Employer, the matter shall be referred to an arbitrator agreed on by both parties. Should both parties fail to agree on an arbitrator, the provisions of the arbitration act shall apply. Each party shall bear its own cost in arbitration proceedings.

Completion Works on DHRC

25 Contracts Documents

- a) The Contractor shall receive two complete copies of Contract Documents
- b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications or drawings if required.

26 Determination of The Contract

1) Default by the Contractor

If, before the date for practical completion, the Contractor shall make a default in any one or more of the following respects:

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Project Consultant and by such refusal or neglect the works are materially affected

The Project Consultant may give to the Contractor a notice specifying the default or defaults.

If the Contractor continues with the default for 14 days from the issue of the notice under the contract the Employer may by a further notice to the Contractor determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

2) Consequences of determination under clause 25 .i.

The Project Consultant shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment certificate will be prepared accordingly.

3) Determination by the Contractor or Employer

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

- a) Force majeure, or

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- b) The Project Consultants instruction

Then the Contractor or the Employer may upon expiry of the period of the Suspension give notice to the other that unless suspension is terminated within 7 days after the receipt of such notice.

The Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined

A notice of determination shall not be given unreasonably or vexatiously.

27 Suspension of The Uncompleted Works

- a) The Project Consultant may issue instructions in regard the postponement of any or all the works to be executed under this contract.

Completion Works on Davy Hill Community Resource Centre

5.0 Particular Terms & Conditions

KJ Cassell Consultants Ltd
P.O. Box 313
Gerald's, Montserrat, W.I

Tel: 664-491-2819
Mob:664-491-1282
E-mail: cassellke@candw.ms

5.0 Particular Terms and Conditions

I. **BNTF** may at any time by a written notice modify the deliverables in the Schedule and promptly upon receipt of such modification the **Contractor** shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **BNTF** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor's** failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.

II. As full consideration for the services performed by the **Contractor R** under the terms of this agreement the **BNTF** will pay the fees as outlined in the BoQ, payable against original invoices delivered to the **BNTF** at its headquarters by the **Contractor**, provided that **BNTF** may give notice of its intention not to pay such fee where:

- a. the **Contractor** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
- b. the **Contractor**, by act or omission has caused damage to personnel or property of the **BNTF** or any third party;
- c. there is a breach of any other provision of this Agreement;
and upon giving such notice the **BNTF** may withhold payment accordingly.

III. The **BNTF** shall have the right, at its expense, to have a representative of the **BNTF** inspect such records and invoices of the **Contractor** as are necessary to verify the **Contractor's** performance and all expenses submitted pursuant to this Agreement and the **Contractor** shall make such records and invoices available for inspection during normal business hours at the **BNTF** Headquarters.

IV. All records related to this Agreement at any time in the possession of the **Contractor** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **BNTF**, shall be retained by the **Contractor** until the claim has been resolved.

V. The **Contractor** shall not remove any material, goods or equipment purchased by the **BNTF** and furnished to the **Contractor** to facilitate the performance of its obligations under this contract without the prior written consent of the Project Consultant.

VI. The **Contractor** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **BNTF** except upon authorization by the **BNTF**. The **Contractor** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.

Completion Works on DHRC

VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **BNTF**, such consent not to be unreasonably withheld.

(b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause

VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.

(c) The **Contractor** shall respond to any reasonable query from BNTF regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **BNTF** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within Seven days of completion.

(d) The **Contractor** shall procure and supply all resources required and described in the priced Bill of Quantities, specifications, tender circular, EMP and contract drawings and shall ensure that those resources are used in construction of the Works and provision of the deliverables.

VIII. The **Contractor** agrees to undertake and complete excavation and construction as describe in the works described in the Specifications, drawings, the tender documents and all tender circulars and EMP.

IX. The **Contractor** and **BNTF** agree that they will each have the respective obligations under this agreement as outlined in the **Schedule**.

(a) The **Contractor** agrees to indemnify, and keep the **BNTF** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **BNTF's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

(i) in respect of personal injury to or death of any person; or

(ii) in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.

(b) The **Contractor** agrees to indemnify **BNTF** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.

X. The Contractor shall produce such evidence as BNTF may reasonably require that the insurance's referred to in the form of tender have been taken out and are in force from commencement of works until project completion.

XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.

Completion Works on DHRC

XII. (a) **BNTF** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Project Consultant that:

(i) the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;

(ii) the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.

(b) **BNTF** shall retain 5% of each payment up to a maximum of 5% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided at all works and repairs have been executed to **BNTF's** satisfaction.

XIII. The parties agree that a warranty period of 12 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.

XIV. The **Contractor** shall notify **BNTF** in writing of his/its completion of the Works. The Project Consultant shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.

XV. The **Contractor** shall pay to **BNTF** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.

XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit.

XVII. a) The **Contractor** shall receive two complete originals of this agreement.

b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.

XVIII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:

(i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or

(ii) He/it fails to proceed regularly or diligently with the Works, or

(iii) He/it refuses or neglects to comply with a written notice/instruction given by the Project Consultant and by such refusal or neglect the works are materially and adversely affected. The Project Consultant may give to the **Contractor** a notice specifying the default or defaults.

Completion Works on DHRC

(b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **BNTF** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.

(c) **BNTF** shall not issue a notice of termination shall not be given unreasonably or vexatiously.

(d) The Project Consultant shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **BNTF** as a direct consequence of the termination. A final payment certificate will be prepared by the Project Consultant.

(e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

(i) Force majeure, or

(ii) The Project Consultant's instruction

the **Contractor** or **BNTF** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7 days after the receipt of such notice, **BNTF** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

(f) A party shall not issue a notice of termination unreasonably or vexatiously.

XIX. The Project Consultant may issue instructions on behalf of **BNTF**, with regard to the postponement of any or all the Works to be executed under this contract.

XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

XXI. This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

XXIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

(b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavors to mitigate as far as possible, the effects of the Force Majeure event.

Completion Works on DHRC

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.

XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.

XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

(a) A notice shall be delivered as follows:

(i) if to **BNTF**, to:

Project Consultant
KJ Cassell Consultants Ltd
Gerals
Montserrat
Tel: (664) 491-2819
Cell: 664 – 492-1282
Email: kencassell@gmail.com

Completion Works on Davy Hill Community Resource Centre

6.0 Bill of Quantities

KJ Cassell Consultants Ltd
P.O. Box 313
Gerald's, Montserrat, W.I.

Tel: 664-491-2819
Mob:664-491-1282
E-mail: cassellke@candw.ms

6.1 Preliminaries & General Matters

	<i>Description</i>	<i>Amount</i>
A	<p>Exchange Controls: All references to currency in this Contract are to Eastern Caribbean Dollar. Payments to the Contractor shall be made in Eastern Caribbean Dollars. The Contractor shall have the right to transfer his monies for purposes related to this Contract only, from the island should he so desire, and no form of exchange control restriction will be applied providing the Contractor abides by all the Conditions of the Contract and Form of Agreement.</p>	All
B	<p>Errors: Arithmetical errors discovered in the Contractor's Priced Schedule of Works/Bills of Quantities shall be dealt with as follows: The Contractor will be given details of such errors and afforded an opportunity of confirming or withdrawing his offer. If the Contractor withdraws, the tender of the second most advantageous tenderer will be examined, and if necessary this Contractor will be given a similar opportunity.</p>	
C	<p>Registration: After execution of the Contract documents, the Contractor shall register the same with the Register at The Court House, Montserrat and pay all registration fees.</p>	NA
D	<p>Tests and Samples: Allow for any testing of materials or workmanship which the Architect may direct the Contractor to have carried out in accordance with the Conditions of Contract. These costs to be reimbursable on production of receipts.</p>	
E	<p>Safety, Health and Welfare of Workpeople: The Contractor shall comply with all local regulations in force relating to the work people (including those employed by sub-contractors) on the site or in places where work is being prepared for incorporation into the Works and shall include all costs in connection therewith inclusive of payment to the Social Service Scheme.</p>	
F	<p>Site Management Costs Provide for all on and off site management costs, including costs of foreman or competent person in charge referred to in Clause 3.4</p>	
G	<p>Labour : Workers from Overseas: Montserratian operatives should be given preference for employment opportunities. However if the Works necessitate any labour from outside the country, the Contractor shall bear all responsibility for providing same inclusive of making service agreements with the persons concerned and containing and paying for Work Permits as well as necessary visas, and complying with Immigration and other laws in force. Work permits for overseas workers must be obtained prior to arriving in Montserrat and the necessary application forms can be obtained from the Labour Office, Government of Montserrat. The Contractor shall abide by the decision of the Government of Montserrat in respect of the importation of employees</p>	
H	<p>Labour:Repatriation: The Contractor shall, in like manner, ensure repatriation of these persons on completion of the Contract or before completion where departure of these persons is deemed necessary for public security reasons.</p>	
<p><i>NB: "NA" = Not Applicable for this contract</i></p>		
To collection		

	<i>Description</i>	<i>Amount</i>
	<p>Labour-Work Permits : A Work permits for overseas workers must be obtained prior to arriving in Montserrat and the necessary application forms can be obtained from the Labour Office, Government of Montserrat. The Contractor shall abide by the decision of the Government of Montserrat in respect of the importation of employees.</p>	
	<p>Labour-Workers ID: B All personnel engaged upon the Works should be issued with such identification documents as are necessary to identify themselves to senior Government, police or other competent authority.</p>	
	<p>Labour On Costs : <i>Provide for all costs in respect of all work people for:-</i> a) Social Security Contributions b) Pensions c) Annual and Public Holidays d) Travelling time, expenses, fares and transport e) Guaranteed Time C f) Non-productive time and other expenses in connection with overtime necessary to complete the Contract within the date for completion. NB When specifically requested by the Architect the net extra cost of non-productive overtime only will be added to the Contract Sum. g) Incentive and bonus payments h) Sick leave i) Costs of living allowance j) Subsistence allowance k) Any other disbursements arising from employment of labour.</p>	
	<p>General and Special Attendance : Provide for general and special attendance on all sub-trades / subcontractors. This involves the making available of small items such as ladders, etc to aid in their work including cleaning and making good after these subcontractors. General Attendance shall be deemed to include the following: D a) general co-ordination and integration of all sub-contract works in the general programme b) entering into an agreement with the Named Sub-Contractor based on the conditions laid down in the Conditions of Contract c) ascertaining full details of any Builders Work in connection with the sub-contract works, and arranging for such work to be executed at the proper time d) allowing use of all temporary means of access already fixed or placed in position on the site for men and materials</p>	
	<p>Fair Wages: The Contractor shall pay rates of wages and observe hours and conditions of labour that are not less favourable than those established under any collective agreement between Employees' and Employers' Association and works organisation representative respectively of substantial proportions of employers and works engaged in the trade or industry, whether or not the Contractor is a party to such agreement, those established in the absence of, or subsequent to any collective agreement, under any collective agreement, under any arbitration award for work of the same character in trade or industry, whether or not such award is binding on the Contractor; the minimum rates of wages and hours, and conditions of labour established by any law; those established for government employees for work of the same character in the trade or industry in the absence of any collective agreement, arbitration award or provision of law. E</p>	
To collection		

	<i>Description</i>	<i>Amount</i>
A	<p>Overtime Allow for all overtime to suit the Contractor's circumstances or which may be requested by his workpeople or which is required to ensure that work is complete by the date given in the Appendix to Form of Tender.</p>	
B	<p>Authorised Overtime No overtime shall be paid for unless specially ordered and confirmed in writing by the Architect. Where overtime is so ordered, the Contractor shall be refunded the "non-productive" hours in excess of the working week allowed for in the tender. Such refund shall only be made in respect of working tradesmen and labourers and shall not be allowed in respect of foremen, timekeepers and other no-manual workers. The Contractor shall submit to the Architect weekly, during authorised overtime, time sheets and wage books and also make available all other documents as and when required to enable the Architect to verify payment.</p>	
C	<p>Safeguarding the Works: Safeguard the Works, materials and plant against damage of theft including and necessary watching, fencing and lighting for the security of the Works and the protection of the public. Provide shelter for any watchman so required.</p>	
D	<p>Adverse Weather Conditions (including volcanic eruptions and all other associated phenomenon): The Contractor shall take all steps necessary to adequately protect the Works and ensure the safety of his labour and materials on site during periods of adverse weather conditions, including high winds, torrential rains etc. Provision shall be made for adequately covering and securing all loose materials, items of plant etc., securing all temporary buildings, constructing the Works in such a way as to provide the maximum bracing against high winds etc., at all times and all necessary temporary supports to the structure during such conditions.</p>	
E	<p>Maintenance of Roads etc. The Contractor shall be held responsible for any damage caused by him, his work-people, Sub-Contractors, Suppliers or Named Sub-Contractors to public or private roads, paved areas, paths, verges, trees, shrubs, fences, boundary walls, gates, drains and services during the currency of the Contract or his attendance during the Defects Liability Period, and shall make good at his own expense to the satisfaction of the Local and/or other Authorities and/or owner. The Contractor shall keep all private roads, paths, etc. free from dirt or debris and any obstruction associated with the works which would prejudice the safe and normal use of the said roads and paths.</p>	
F	<p>Watching and Lighting: Allow for watching and lighting and other protection necessary for the security of the works, materials and plant, and also for the security of the public.</p>	
G	<p>Work to, or Affecting, Adjoining Property: The Contractor shall give the Architect seven clear days notice in writing before executing work to, or affecting, adjoining, properties.</p>	
H	<p>Trespass and Nuisance Allow for taking all necessary precautions to avoid inconvenience to adjoining owners or occupiers. No work people employed on the works will be allowed to trespass upon adjoining properties. If the execution of the works requires people to enter an adjoining property, the necessary permission shall first be obtained by the Contractor, who shall see that these instructions are carried out. The Contractor shall indemnify the Employer against any claim or action arising out of any trespass or other misconduct of the Contractors', his Sub-Contractor's or Suppliers' employees.</p>	
To collection		

	<i>Description</i>	<i>Amount</i>
A	<p>Observance of Laws and Regulations The Contract shall be subject to the laws of Montserrat. The Contractor shall allow for respecting and observing all laws and regulations in force in Montserrat. He shall abide by all police, health, labour or other Government Department regulations and obtain at his own expense and responsibility such licence or permit required by any laws, public or municipal regulations or by-laws in force.</p>	
B	<p>Protection of Public and Private Services Protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables etc. during the execution of the Works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs and charges in connection therewith</p>	
C	<p>Area of Operations Provide for taking reasonable precautions to prevent workmen including those employed by sub-contractors, from trespassing on adjoining property or any parts of the premises that are not affected by the Works.</p>	
D	<p>Protection of Waterways Provide for taking all reasonable precautions to ensure the efficient protection of all streams and waterways against pollution arising out of or by reason of the execution of the Works.</p>	
E	<p>Water for the Works Provide clean, fresh water from an approved source for use on the Works, pay all charges in connection therewith, providing all temporary storage, plumbing services, distribution about the site, connections etc. and clear away and make good on completion</p>	
F	<p>Lighting and Power Provide all artificial lighting and power for use on the Works, pay all charges in connection therewith, provide all temporary connections, leads, fittings, distribution points etc. and clear away and make good on completion.</p>	
G	<p>Fire Precautions Before any works is carried out the Contractor is to discuss his proposals with the Chief Fire Officer to ensure that he is fully aware of any fire hazard that may be involved. He is to draw the attention of all his workmen and sub-contractors' workmen to the dangers involved in the careless disposal of matches and cigarettes, etc.</p>	
H	<p>Contract Information The Architect does not intend to issue all of the information for the complete works at the date of placing the Contract, but intends to release information in conformity with a realistic programme prepared by the Contractor and agreed with the Architect. If any such information is not released on the date noted on the programme, and the Architect's attention is not drawn to this in writing within 48 hours, such information will be noted as non-critical and shall not be applicable for claims in respect of Extension of Time.</p>	
To collection		

	<i>Description</i>	<i>Amount</i>
	<p>Commencement and Mobilisation Period The Contractor will be required immediately upon acceptance of Tender and during the mobilisation period to prepare and submit to the Architect a fully detailed time programme, a Gantt chart, indicating programme for ordering materials for the whole Works (including Sub-contractors) together with a letter from his bank manager confirming he has sufficient collateral to finance the project and insurance certificates in accordance with the relevant contract clauses, all in an approved form to meet the completion date.</p> <p>He will be required to negotiate and agree the programme with all sub-contractors and after approval or negotiated amendment by the Architect. He will also be responsible for the control and enforcement of the programme as necessary to ensure completion in accordance with the Conditions of Contract. No work will be allowed to start on site until the Architect has approved these programmes. Failure to provide these programmes within the mobilisation period will not allow an extension of time, and will not entitle the Contractor to submit claims under Clauses 2.3 and/or 4.11 of the Contract Conditions.</p> <p>The Employer may be prepared to offer a Mobilisation Advance not exceeding 10% of the Contract Sum, subject to the approval of the Financial Secretary. This amount shall be required to be repaid in equal installments over part of the Contract Period. An Indemnity Bond equivalent to the Mobilisation Advance in an acceptable format must be in place and approved prior to payment.</p>	
A		
B	<p>Liability to Taxes etc. The Contractor will comply with all requirements of the Customs Authority in the submission of a comprehensive list of materials and quantities of materials to be imported for the Project. In addition, it is strongly recommended that the consignment information make reference to the name of the Project. The Contractor is to undertake to respect Concession, Monopoly and Inventions rights granted to others and shall indemnify the Employer for any claim arising from his failure to respect the above rights. The Contractor shall be subject to all taxes, dues and duties imposed according to local laws, excepting Import dues on construction materials and equipment, providing that all such imports are consigned to the Government (Public Works Department) but clearly marked for this project and orders placed by the Contractor should therefore be counted signed by a Government Officer. Duty is not recoverable on small quantity items purchased from local merchants. With regard to Import Duty on Contractor's Plant reference should be made to the Customs Duties Ordinance (Revised Laws of Montserrat, Cap 122) Section 12 which states: The Comptroller of Customs may give permission to any person to bring into Montserrat any goods without payment of duty thereon, upon being satisfied that such goods are so brought in for temporary use only. Such permission shall be subject to the following conditions: that such goods shall be taken out of Montserrat within three months of the date of such permission; that the person to whom such permission is given shall deposit with the Comptroller of Customs the amount of duty on such goods; if such goods are not taken out of Montserrat within three months, the deposit in the hands of the Comptroller of Customs shall be forfeited. If such goods are taken out of Montserrat as aforesaid, such deposit shall be refunded. Provided that the Comptroller of Customs in his discretion allow any additional period where he is satisfied that the articles are the bona fide property of any such person on a temporary visit to the Colony. If the Plant is sold rather than removed, duty will be payable.</p>	
C	<p>Liability to Taxes etc. Cont'd If the plant is destroyed (with knowledge of consent of the Comptroller of Customs) duty will not be payable. Contractors purchasing foreign currency to buy materials for this project are exempt from the foreign currency levy so long as their application is properly supported by Public Works Department Officials.</p>	
To collection		

	<i>Description</i>	<i>Amount</i>
A	<p>Origin of Materials and Services All materials and services required for the Works and not originating in Montserrat shall be in accordance with current CDB procurement guidelines for BNTF Projects.</p>	
B	<p>Specification and Ordering of Materials Where it is essential for the proper ordering of materials or preparation of work, the Contractor must whenever possible take the necessary dimensions from the site or building.</p> <p>When this procedure is impracticable, the necessary dimensions should be taken from the Drawings, checking that the figure sizes are correct. The Bills of Quantities should not be used as a basis for ordering materials, and any under- or over-ordering caused by this method being adopted must at all times be the Contractor's responsibility.</p>	
C	<p>Safety, Health and Welfare Allow for the provision of welfare and safety measures to the standard laid down in the local Welfare Regulations current during the Contract, including measures in respect of those employed on site by Named Sub-Contractors. Allow for providing an adequate First Aid Kit on site (mandatory).</p>	
D	<p>Temporary Roads Provide and maintain all necessary temporary roads.</p>	
E	<p>Temporary and Permanent Site Buildings: (ALLOW A PROVISIONAL SUM OF \$2,000.00) (a) Provide temporary office accommodation and sanitary accommodation for the Contractor's staff and visiting officials, also watertight sheds for the storage of materials, tools and tackle and the use of the work men employed on the site in positions to be agreed with the Architect. Alter, shift and adapt as necessary from time to time. The office is to be equipped with adequate table, chairs, stools and shelving and a toilet complete with one w.c. compartment one wash hand basin complete with cold running water, service connections, soap and towels. The whole office is to be adequately lit and ventilated and supplied with electrical outlets and attendance for cleaning.</p> <p>(b) Include for any costs which may be incurred by the payment of taxes on temporary buildings. Allow for maintaining, including electrical charges and cleaning the above for the currency of the contract and for removal of the temporary accommodation and services connections on completion</p> <p>(c) Allow for taking inventory of all equipment onsite before the start of the Works as described herein. The Contractor is responsible for the safety and protection of all items stored on site after the site is handed over to him.</p>	2,000.00
F	<p>Temporary Telephones Provide and maintain a telephone service to the office and to such other of the Contractor's and Sub-contractor's staff as may be necessary for the full period of the Works and pay all charges.</p>	
G	<p>Temporary hoardings and gantries Maintain EXISTING temporary fencing, hoardings, fans, planked footways, guardrails, gantries and the like for the proper execution of the Works, for the protection of the public and the occupants of the adjoining premises and for meeting the requirements of any local or other authority. Alter, shift and adapt from time to time as necessary. The display of notices or advertisements on hoardings and the like will not be permitted. Remove on completion of the Works.</p>	
To collection		

DHRC Completion Works

	<i>Description</i>	<i>Amount</i>
A	Notice Boards Provide and maintain for the period of the contract a suitable notice board as specified and in a position, as agreed by the Architect.	NA
B	General Scaffolding Provide all necessary temporary scaffolding for the proper execution and completion of the Works. Include for maintaining, altering as necessary and removing on completion.	
C	Mechanical Plant Provide all necessary mechanical plant, including cranes, hoists, transport, concrete mixers and the like for the proper execution and completion of the Works.	
D	Small Plant and Tools Provide all necessary small plant and tools for the proper execution and completion of the Works.	
E	Protecting from the weather Provide for carefully covering up and protecting the Works, and any adjoining property exposed by these Works from inclement weather.	
F	Removing Materials and Rubbish Provide for removing all rubbish from the site and deposit in an approved dump site both as it accumulates from time to time and on completion, and for generally keeping the Works and the site clean and tidy at all times.	
G	Cleaning the Buildings Provide for cleaning the buildings inside and out, removing stains and touching up paintwork and polished work, cleaning all floors, cleaning all glass both sides, cleaning all sanitary fittings, removing all spots, splashes and stains, cleaning all surfaces, and leaving the whole of the Works and site clean to the satisfaction of the Architect on completion	
H	Protecting the Works from paint Provide for the protection of existing tile work or finished concrete floors by employing the use of drop cloths, etc.	
I	Protecting the Works Provide for protecting the Works, including in addition to any methods specifically mentioned in the measured works, temporary casings, coverings, planked barrow runs, padding for ladders and scaffolding bearing on the Works, and all other measures to protect the Works from damage or soiling. The Contractor shall not permit anything to be done that is calculated to injure the stability of the Works or building, and no cutting through walls or floors shall be done other than as indicated by the Drawings, or as described herein without sanction by the Architect. The Contractor shall be held responsible for all damage arising through carelessness or inadvertence in this respect.	
<p>NB: "NA" = Not Applicable for this contract</p>		
To collection		

	<i>Description</i>	<i>Amount</i>
	COLLECTION	
	From page 1	
	From page 2	
	From page 3	
	From page 4	
	From page 5	
	From page 6	
	From page 7	
	PRELIMINARIES & GENERAL MATTERS TO GENERAL SUMMARY	

6.2: Measured Works for Completon of Construction					
<i>Description of Work Items</i>		<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
<u>SUBSTRUCTURE</u>					
<u>Excavation and filling</u>					
a	Complete backfilling with imported hard core material compact H.C , 6" deep	0.5	cy		
<u>Concrete work: Strenqhts as noted</u>					
b	Complete reinforced insitu concrete to veranda floor slab,steps & Landing:3500 psi	2.5	cy		
<u>Formwork</u>					
c	Complete formwork To exterior faces of veranda steps	6	sy		
<u>Reinforcement</u>					
d	BRC nr.66 mesh veranda perimeter steps	14	sy		
<u>Substructure carried to summary</u>					

	<i>Description of Work Items</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
	SUPERSTRUCTURE				
	Concrete : 3500 PSI Strenht				
a	Reinforced concrete in Water heater hood	0.25	cy		
	Formwork				
b	To sides & soffit of water heater hood	2	sy		
	Reinforcement				
c	3/8" High tensile links in 4in conc.water heater hood	40	lb		
	Folding Partition				
d	10'-8" tall x 23'-2" wide, bi -parting folding partition as specified in particular specifications & installed as per manufacturer's shop drawings: (Allow a Provisional Sum of \$12,000.00)	1	item	12,000.00	12,000.00
	Wooden Door frames - (to be completed)				
e	2"x 6" S.Y.P Door frame	51	ft		
f	2"x 8" S.Y.P Door frame	42	ft		
	Doors (Some materials in-hand, supplied by Employer)				
	The rate for doors shall include for supply and fixing of doors, frames, trims , hinges and closers all as described in schedules.Door Lever handle Locks & deadbolts supplied by Employer to be installed by Contractor				
g	36" x 94" red cedar carved panel wooden type 'A' door with "Bello Horizonte" louver jalousie insert (D1,D2,D3,D4),	4	nr		
h	30" x 80" solid core flush door, Type 'C' (D5,D6,D7,D9)	4	nr		
i	36" x 80" solid core flush door,Type 'C' (D8)	1	nr		
j	32" x 80" laminated solid core flush door Type 'G' (D10,D11)	2	nr		
k	36" x 80" laminated solid core flush door Type 'B' (D12)	1	nr		
l	32" x 80" laminated solid core flush door Type 'F' (D13,D14,D15,D16)	4	nr		
m	36" x 80" solid core flush door,Type 'H' (D17)	1	nr		
n	36"x 84" H.C Pre-hung aluminium door with 24"x36" Bello Horizonte louvre Jalousie insert Type 'D' (D18)	1	nr		
o	24" x 80" laminated solid core flush door Type 'E' (D19)	1	nr		
p	114" x 99" anodized bronze aluminium Counter top roll up door (D20). Allow a Provisional Sum of \$5,000.00	1	nr	5,000.00	5,000.00
	Windows (All window units in-hand, supplied by Employer) : <i>Include for Installation only</i>				
q	36" x 84" Aluminium jalousie window with 3" Aluminium louvres (W1)	12	nr		
r	36" x 46½" Aluminium jalousie window with 3" louvres (W2)	7	nr		
s	24" x 46½" Aluminium jalousie with 3" Aluminium louvres (W3)	6	nr		
t	36" x60 7/8" Aluminium jalousie with 3" Aluminium louvres (W4)	2	nr		
u	48" x 60" Aluminium framed clear tempered glass sliding window (W5)	1	nr		
	Superstructure Carried to Summary				

	<i>Description of Work Items</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
	FINISHINGS				
	Wall finishes				
	<u>Cement and sand (1:3) render applied to block walls, including concrete columns and beams at walls</u>				
a	<u>½" Thick external rendering to be completed</u>				
a1	Front parapet to be rendered	33.00	sy		
a2	Inside of Front parapet to be rendered	36.50	sy		
a3	10" Front Columns to be rendered	16.50	sy		
a4	1 side 10"Columns faces to be rendered	13.50	sy		
a3	10"X12"Veranda beams to be rendered	22.50	sy		
a6	14"Veranda Arches to be rendered	8.50	sy		
b	<u>½" Thick internal rendering to be completed</u>				
b1	10"X18"floor beams to be rendered	37.00	sy		
b2	Block walls to be rendered	23.00	sy		
b3	Concrete walls to be rendered	9.00	sy		
	<u>8"x12" Glazed White Ceramic tiling, including wall adhesive and white polymer grout</u>				
c	To masonry walls in multi-use kitchen up to 7 ft high	30	sy		
d	To walls in washrooms and showers- up to 7ft high	54	sy		
	Floor finishes				
	<u>Cement and sand (1:3) wood floated screed applied to concrete floor</u>				
e	1" thick screed to Multi-purpose rm,Event rms,Office, Janitor & Store rm floors	118	sy		
f	1" thick with 1/2" falls to floor drain units in Kitchen & Bathroom floors	36	sy		
g	1" thick to external Verandah floor and steps	46	sy		
	<u>Though bodied (un-glazed) Porcelain tiling, including porcelain tile mortar and polymer grout ,color as specified by Architect</u>				
h	24" x 24" x ½" Thick porcelain tiles to flat screeded floors indoors.	118	sy		
i	24" x 24" x ½" Thick porcelain tiles to sloping screeded floors in Kitchen & Washrooms	36	sy		
j	24" x 24" x ½" Thick porcelain tiles to screeded Veranda floor	46	sy		
	<u>Ceramic tiling, including adhesive and white polymer grout</u>				
k	2" x 2" white mosaic tiles to shower floor w/ falls to shower drains	3	sy		
	Ceiling finishes				
	<u>Fill and sand and smooth concrete to finish</u>				
l	Concrete suspended slab soffits indoors	91	sy		
m	Concrete suspended slab soffits outdoors,including overhangs	76	sy		
	To Collection				

	<i>Description of Work Items</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
	FINISHINGS Cont'd				
	<u>Roof finishes</u>				
a	2" to 1" thick wood floated screed with 1" falls to roof drain units.	260	sy		
b	Apply one coat of Aquafin IC crystalline waterproofing slurry to roof Screed.	260	sy		
	<u>Painting and Coating</u>				
	<i>Use only paints and coatings specified in Particular Specifications or simmlar approved by Architect</i>				
	<u>One coat Multi-surface primer & sealer, and two coats exterior satin enamel, 100% acrylic paint in colors slected by Architect</u>				
c	Surfaces of masonry walls and concrete beams externally	155	sy		
d	All concrete surfaces of suspended slab soffit at veranda & overhang areas	97	sy		
	<u>One coat Multi-surface primer & sealer, and two coats interior satin enamel, 100% acrylic paint in colors slected by Architect</u>				
e	Surfaces of rendered walls columns and beams internally	355	sy		
f	Surfaces of concrete ceilings / soffits internally, all areas	120	sy		
	<u>Apply one coat primer and two coats gloss enamel paint</u>				
g	To interior wood surfaces of built -in cabinets	58	sy		
h	On wooden door frames and the like less than 12" wide	117	yd		
	<u>Prepare and clean wood surfaces with specified cleaner, apply one coat of penetrating oil finish as described in the Particular Specifications.</u>				
i	To all surfaces and edges of red cedar doors	16	sy		
	<u>Six months after Practical completion, clean red cedar door surfaces with cleaner, apply one coat of brightner, all as described in the Particular Specifications.</u>				
j	To all surfaces and edges of red cedar doors	16	sy		
	To Collection				
				<i>From page 3</i>	
				<i>From page 4</i>	
	<i>Finishings Carried to Summary</i>				

	<i>Description of Work Items</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
	PLUMBING & DRAINAGE				
	Sanitary fittings				
	Supply and Install Vitreous china fixtures; Including all fittings. Use selected (or similar) items described in Particular specifications				
	<i>Note: Some materials are in-hand, supplied by Employer</i>				
a	Vitreous china urinal with manual flush valve w/ 3/4" top spud connection,	1	No		
b	Vitreous china low level white, water closet suite	3	nr		
c	Vitreous china wall hung lavatory basins with faucet holes at 4" on centres, white complete with drain, fittings,	4	nr		
d	2 handle shower mixer faucet, complete with shower head and lever handles,	3	nr		
e	Install 72" commercial stainless steel kitchen sink unit complete with S.S drain boards with faucet holes at 8" on centres, complete with waste drain & fittings (SS sink unit in-hand, supplied by Employer) Contractor to supply only PVC trap,waste & fittings	1	nr		
f	24" stainless steel drop in bar sink with faucet holes at 4" on centres, complete with waste drain & fittings	1	nr		
	Drainage: Some materials are in-hand, supplied by Employer				
g	6" x 6" area drains stainless steel square grating w/ 1 1/2" outlet,including PVC trap & other fittings for shower and janitor sink	4	nr		
h	8" x 8" floor drains stainless steel square grating w/ 1 1/2" outlet,including PVC trap & other fittings	6	nr		
i	Install ABS roof drain with dome, gravel guard & 3" dia.pipe connection	5	nr		
j	Install 16" long, 1"dia. coloured PVC pipe through parapet for roof drainage	6	nr		
k	3" dia. PVC pipe down pipes, exterior wall mounted with matching PVC wall brackets, connecting roof drains to splash plinth outfalls, including fittings.	80	LF		
	Soil and vent installation				
	Hot & Cold water installations				
l	1" Polyurethane main water pipe including pipes including pipe trench & fittings to 3/4" distribution	55	ft		
m	Complete 3/4" copper pipe including all fittings, for cold water installation	15	ft		
n	Complete 3/4" copper pipe including all fittings, for hot water intstallation	14	ft		
o	Complete 1/2" copper pipe including all fittings, fixed to concrete or blockwork for cold water installation	23	ft		
p	Complete 1/2" copper pipe including all fittings, for Hot water installation	19	ft		
q	Complete Internal wall mounted Hose bib installation	2	nr		
r	Complete External wall mounted Hose bib with tap lock installation	3	nr		
s	Tankess LPG water heater w/ 3/4" H&C connections, as described in particular specs	1	nr		
t	Complete gas line & regulator for LPG installation:	1	item		
	<u>Plumbing and Drainage Carried to Summary</u>				

	Description of Work Items	Quantity	Unit	Rate	Amount
	ELECTRICAL AND OTHER SERVICES				
	<i>Note: First fix works including conduits and receptacle junction boxes already installed. Completion works to include supply and installation of electrical wires, cables fittings and fixtures</i>				
	<u>Distribution boards all as drawing ME-04 including mains circuit breakers as specified and fixing panels into masonry wall</u>				
a	Main panel board (A)12 way, 1 phase, 230v, 125A isolator, 25 mm2 supply	1	nr		
b	Panel board(B) 12 way, single phase, 115v, 80 amp isolator, 16 mm2 supply	1	nr		
c	5 KVA Transformer wall mounted, with metal enclosure	1	No		
	<u>230 Volt circuits, PVC insulated cabling,</u>				
d	1.5 mm2 wiring to light fixtures (44 fixtures)	4	circuits		
e	1.5 mm2 wiring to fans and light fixtures (12 fixtures)	1	circuit		
f	6 mm2 wiring to 5KVA transformer	1	circuit		
g	2.5 mm2 wiring to socket outlets (13 outlets)	2	circuits		
h	4.0mm ² wiring to wiring to socket outlets (7 outlets)	2	circuits		
	<u>115 Volt circuits, PVC insulated cabling,</u>				
i	2.5 mm2 wiring to socket outlets (42 outlets)	8	circuits		
j	4.0 mm2 wiring to socket outlets (7 outlets)	2	circuits		
	<u>Electrical Fittings: Outlets,Isolators,Switches</u>				
k	230v Twin socket outlet	17	nr		
l	230v weather sheild covered GFCI twin socket outlet	3	nr		
m	115v Twin socket outlet	30	nr		
n	115v GFCI twin socket outlet	14	nr		
o	115v weather sheild covered GFCI twin socket outlet	5	nr		
p	Single pole switch	13	nr		
q	Three way switch	8	nr		
	<u>Electrical Mains Supply Cable & Ducts & Earthing</u>				
r	25mm2, four core armoured cable	50	ly		
s	1 1/2" ducts in masonry wall including sweep fitting	5	ly		
t	6 ft copper earth rod,clamp and earth wire	1	item		
	<u>Telecoms Mains Supply Cable & Ducts</u>				
u	Main telephone cable from pole to DP	50	ly		
v	Main Coaxial Cable from pole to DP	50	ly		
w	1 1/2" ducts in masonry wall including sweep fitting	10	ly		
	<i>To collection</i>				

DHRC-Completion Works

	<i>Description of Work Items</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
	EXTERNAL WORKS				
a	4" PVC electrical including all fittings	109	ft		
b	3" PVC telecoms ducts including all fittings	105	ft		
c	Excavate trenches for pipe not exceeding 6" diameter including earthwork support, disposal,sand blinding and backfilling average 2' 0" deep	70	ly		
d	Construct Access chamber size 2' 0" x 2' 0" x 16" deep to invert; rate to include excavation, earthwork support, disposal, backfilling, concrete base, mortar filled reinforced blockwork walls, concrete ring beam, plinth and 2' 0" x 2' 0" ductile iron access cover with frame	2	nr		
e	1 1/2" PVC waste and storm drainage pipes including all fittings	32	ft		
f	2" PVC waste pipes including all fittings	10	ft		
g	3" PVC waste and storm drainage pipes including all fittings	42	ft		
h	4" PVC waste drainage pipes including all fittings	30	ft		
i	Excavate trenches for pipe not exceeding 6" diameter including earthwork support, disposal and backfilling average 2' 0" deep	40	ly		
j	Allow for Splash plinths and earth drains for rain water outfall and drainage all as detailed & directed by Architect : Allow a provisional sum of \$3400.00	1	item		
k	Supply and install Grease trap as described in Particular Specifications Allow a provisional sum of \$2,200.00	1	item		
l	Construct manhole size 2' 0" x 2' 0" x 16" deep to invert; rate to include excavation, earthwork support, disposal, backfilling, concrete base, mortar filled reinforced blockwork walls, concrete ring beam, plinth and 2' 2" x 2' 2"x4 "concrete access cover	4	nr		
m	Allow for connecting 4" waste pipe to existing sewer lines	2	nr		
n	Test the whole of the drainage system and flush on completion	1	item		
o	Install 6" thick layer of compacted aggregate fill as base for concrete walkway,ramp and driveway	10	cy		
p	5" thick concrete driveway reinforced with BRC 66 mesh	48	sy		
q	5" thick concrete walkway & ramp reinforced with BRC 66 mesh	12	sy		
r	5" thick concrete landings & plinths reinforced with BRC 66 mesh	10	sy		
s	Place and spread top soil 4" to 6" thick and install grass lawns with zoizier grass slips include 3 months maintenance : Allow Provisional sum of \$2,000.00	1	item	2,000.00	2,000.00
	External Works Carried to Summary				

<i>Description of Work Items</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
<u>MEASURED WORKS SUMMARY</u>				Amount
Substructure	from page 1			
Superstructure	from page 2			
Finishings	from page 4			
Fixtures and fittings	from page 5			
Plumbing & Drainage	from page 6			
Electrical & Other Services	from page 8			
External works	from page 9			
TOTAL OF MEASURED WORKS TO GENERAL SUMMARY				

Completion Works on Davy Hill Community Resource Centre

Davy Hill, Montserrat

6.3: General Summary

Amount

6.1 PRELIMINARIES

6.2 MEASURED WORKS

Substructure _____

Superstructure _____

Finishings _____

Fixtures and fittings _____

Plumbing & Drainage _____

Electrical Services _____

External works _____

Measured Works Total _____

Total Contract Works

EC\$

Signed: _____

Date: _____

Name _____
Contractor

Completion Works on Davy Hill Community Resource Centre

7.0 General Specifications

KJ Cassell Consultants Ltd
P.O. Box 313
Gerald's, Montserrat, W.I.

Tel: 664-491-2819
Mob:664-491-1282
E-mail: cassellke@candw.ms

7.0 General Specifications

1.00 THE WORKS GENERALLY

1.01 Materials and Workmanship

All materials and workmanship shall be in accordance with current good practice and shall be fit for their purpose. Failure to comply with the following specifications may result in the demolition, removal and re-instating the works at the cost of the contractor.

1.02 British Standards

BS references in this specification are to current British Standard Specifications.

1.03 Manufactured Materials

Strictly observe all manufacturers' instructions. Ensure that the manufacturers' instructions are available at the site. Incompatible materials shall not be mixed (for example, metric and imperial drainage systems). Where proprietary materials are specified on the drawing, the phrase "or equal approved" shall be deemed to be included.

1.04 Alternative Materials

"Or equal approved" means that products other than those specified may be used provided that the contractor satisfies the Architect as to their suitability and obtains his written approval. The Architect reserves the right to insist on the specified product if such approval is not given.

1.05 Accuracy

Work within dimensional limits that are suited to the structural stability and final appearance of the works taking account of the need for a good fit for prefabricated components.

1.06 Inspections

Give notices in respect of any work that must be inspected before covering up and do not cover up until inspections have been carried out. Such work includes pipework, drains and structural elements, e.g., foundations, ground slab and reinforcement for concrete.

1.07 Scaffolds

Properly constructed scaffolds shall be provided for all work that cannot be done safely by workmen standing on permanent or solid construction, except when such work can be done safely on ladders. All such scaffolds shall be substantially constructed, to support at least four times the maximum load and shall be secured to prevent swaying.

Roof brackets, roof scantling, crawling boards and similar forms of support shall be substantial in construction and securely fastened in place when in use.

Planks used in the construction of stationary scaffolds shall not be less than 2" nominal thickness. Where such planks overlap at the ends, the overlap shall be not less than 6". Planks shall be placed so that they cannot tip under the weight of the worker at any point.

Nails used in construction of scaffolds shall be of ample size and length to carry loads they are intended to support and all nails shall be driven full length. No nails shall be subject to direct pull.

Barrels, boxes or other similar unstable objects shall not be used as supports for planking intended as scaffolds or places of work.

No materials or equipment other than required by the workers shall be placed on scaffold platforms.

1.08 Clearing and Cleaning

Remove all timber forms for concrete or other timber not required in the permanent works from the site. Keep the site clean and tidy. On completion, remove all plant, materials, waste and rubbish. Repair any damaged existing features and clean out gutters.

Remove all stains and splashes, clean glass, remove all dust and dirt from surfaces and leave the completed structure(s) to the Architect's satisfaction.

2.00 EXCAVATION AND EARTHWORKS

2.01 Site Conditions

Unless otherwise indicated in the tender document, no trial holes or site investigation have been undertaken. The Contractor shall make local inquiries and carry out his own investigations in respect of the ground conditions, water table and other factors affecting the proposed excavations.

2.02 Levels

Set up and maintain an accurate site datum level. Carry out and record a site level grid and agree with the Architect. Excavate the site to the reduced levels as shown on the drawings.

2.03 Foundations

Excavate for foundations as shown on the drawings.

Trenches are to be squarely dug and vertically stepped where necessary. Level and ram bottom of foundations to receive concrete. Excavate soft spots and fill with Class D concrete. Excavate, break up and remove all boulders that may be encountered. Keep excavation clear of water. Plug any pipes cut off at the perimeter with Class D concrete, rammed immediately into at least 12" depth.

For un-reinforced foundations, place concrete immediately after completing excavation.

For reinforced foundations, place minimum 2" thick Class D concrete immediately after completing excavation and compact level with the back of the spade.

2.04 Hardcore

Hardcore or fill to consist of hard dry stone or broken concrete or other compactable materials approved by the Architect, capable of passing a 4" ring in all directions and thoroughly compacted by maximum 6" layers.

2.05 Damp Proof Membrane / Underlay

Under all concrete ground slabs, lay 500 gauge polythene sheet over the blinded hardcore to be lapped accordance with manufacturers instructions. Care must be taken to prevent the sheet being punctured before the placing of reinforcement or concrete.

2.06 Backfill

Backfill to all trenches to consist of hardcore or selected excavated material, free from organic matter thoroughly compacted in 6" layers. This excludes internal backfill to the building foundation, which shall be hardcore as specified above.

2.07 Disposal

Remove all excavated material not suitable for fill or top soil and cart to approved tip.

2.08 Termite Treatment

Treat the buildings to prevent Termite activity. The work is to be carried out by an approved specialist, using "Torpedo" or other approved proprietary system. The treatment is to be carried out in accordance with the manufacturer's recommendations using the higher concentrations where a range is recommended.

Under ground slabs, apply the treatment solution to the entire ground surface with additional applications at the slab perimeters and penetrations such as drains.

At each side of the foundation walls, after soil or fill has been graded to its final level, excavate a 6" X 6" trench, rod to the top of the foundation at 9" centres and apply the solution. Mix the solution with the soil and replace it in the trench.

2.09 Grassing

On completion of the work, make good all disturbances to grassed surfaces caused by excavations, access, etc.

3.0 CONCRETE WORK

All structural concrete used on this project will be of Class A for columns and beams and Class B for other reinforced concrete work, unless otherwise specified.

3.01 Sand

No sea dredged or beach sand is to be incorporated in any of the structural work covered by this contract.

Sand for concrete work shall be obtained from a source approved by the Architect and shall be sifted only where necessary on site for screeds and rendering.

All sand shall be clean and free from soil or deleterious matter and shall comply with BS 882. It shall be well graded between the limits given in BS 882.

3.02 Coarse Aggregate

All coarse aggregate shall consist of clean approved hard stone or gravel, free from soil or deleterious materials and shall comply with BS 882. Sea dredged or beach aggregate shall not be used.

Once the first delivery of coarse aggregate has been received on site graded coarse aggregate, it may be necessary to blend single-sized aggregates on the site.

Both sand and coarse aggregates shall be stored on hard clean surfaces and shall be handled so as to remain clean and well graded and shall be kept separate from one another by separating walls if space is restricted until placed in the mixture.

3.03 Water

All water used throughout the works shall be clean fresh water free from harmful matter in undesirable quantities. Seawater shall not be used.

3.04 Cement

The cement for the whole works shall be Portland Cement (PC42.5) to BS12 of approved manufacture. Cement, which is not manufactured in Trinidad or Barbados, shall have a certified average alkali content of 0.6% or less. Cement shall be delivered in the original sealed bags of the manufacturer and stored in a suitably dry, weatherproof and properly ventilated store.

3.05 Concrete Mixes

Concrete specified by Class shall be mixed in the nominal proportions stated below, the proportion of sand to coarse aggregate being carefully adjusted to provide a dense and workable concrete to the satisfaction of the Architect. The water content shall be adjusted so that the slump lies within the limits stated and the quantity of water added to the mix shall be measured accurately. Batch testing shall be carried out before commencement of concreting.

Completion Works on DHRC

Class of Concrete	Allowable Slump	Nominal Minimum Cube Strength	Nominal Average Cube Strength
A	1" to 3"	4500 psi	5500 psi
B	1" to 3"	3000 psi	4000 psi
C	1" to 2"	1000 psi	1500 psi
D	1" to 2"	-	-

Or as indicated on the Structural Engineering drawings

3.06 Admixtures

Nothing shall be added to the essential ingredients of the concrete (cement, sand and coarse aggregate and water) without the Architect's approval.

3.07 Steel Reinforcement

Steel bar reinforcement shall be deformed high yield steel bars complying with BS 4449. The drawings may show imperial bar sizes for which equivalent metric sizes may be substituted.

Steel fabric (mesh) reinforcement shall be high yield welded fabric to BS 4483. All reinforcement shall be free from loose mill scale, loose rust, oil, grease, paint, etc.

Existing exposed reinforcement because of concrete splinter shall be wire brushed and be entirely free from rust, oil, grease, paint, etc. before patching.

Bar reinforcement in the bottom of foundations, ground beams or ground-bearing slabs must be fixed on 2" thick Class D blinding concrete.

The reinforcement shall be bent to the shapes and placed exactly as shown on the drawings and the Contractor before cutting shall check the lengths of all bars. Cutting shall be by sawing or shearing. All bars shall be bent cold. Bars shall not be re-bent.

All intersections of bars shall be bound together with soft pliable 16 SWG wire so that they will not be displaced in the process of depositing the concrete.

The whole of the steel reinforcement shall be spaced with concrete block or other proprietary spacers or suspended from above so that the concrete cover does not deviate by more than ¼" from that shown on the drawing. Spacers should be as maximum 3' 0" centres but closer centres may be necessary. For fabric reinforcement, spacers should be at 18" centres. The contractor shall request an inspection by the Architect of each section of completely assembled reinforcement. Concreting shall not be carried out until the Architect's final approval is given.

3.08 Formwork Generally

Formwork shall be constructed to the shape and dimensions shown, sufficiently right to prevent leakage and shall be securely braced and shored to prevent displacement, at the same time safely supporting the construction loads.

Formed finishes shall have the appearance of a dense, well-compacted concrete and any minor voids or honeycombing shall be made good as directed.

Vertical formwork for columns, walls, sides of beams and other parts not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations but not less than 12 hours after concreting.

Formwork for soffits of beams and slabs and other parts that support the weight of the concrete shall remain in place until the concrete has reached it's specified 28 days strength and in any case shall remain in place for at least the following periods:

Soffits of Slabs	8	days
Soffits of beams and cantilever slabs	12	days

The contractor shall be solely responsible for the safety of the construction during and after form removal.

3.09 Fair-faced Concrete work

Not applicable

3.10 Gauge Boxes

Gauge boxes of suitable sizes shall be employed to give exact volumes of fine and coarse aggregate but due allowance shall be made for the bulking effect of sand in wet weather and the additional water entrained in the aggregates. In all cases, the amount of cement employed in a given mix shall be based on the tables in clause 3.05 and shall be such that it is necessary to divide a full bag of cement.

3.11 Mixing Concrete

The mixing of the concrete shall be carried out by means of a batch machine of approved design and capacity to be agreed with the Architect prior to the commencement of the works.

The mixing shall continue until there is a uniform distribution of the materials and the mass is uniform in colour and consistency. The mixing time shall not be less than two minutes and the batch or any part thereof shall not be permitted to remain in the drum longer than ten minutes after being completely mixed.

3.12 Placing Concrete

Before placing commences, all formwork shall be clean and free from construction debris and shall be properly oiled or lime-washed. All reinforcement shall have been placed in proper position and firmly supported and forms for all construction joints and stop ends completely installed. Runaways shall have been placed and any steel disturbed, properly replaced. The formwork shall be wetted down to eliminate suction and all water used for this purpose drained away.

Immediately after mixing, the concrete shall be placed in the work in layers not exceeding 6" thick. Each layer shall be thoroughly vibrated or rammed until it has been made to penetrate and fill all the spaces between and around the reinforcement or other embedded fixtures and has properly and completely surrounded them throughout their entire length in such a manner as to ensure that all surfaces are dense and free from honey-combing or other defects. It is imperative that the work to be done quickly as well as effectively and a sufficient number of men shall be employed to ensure this.

Vibrators must be used for all columns, beams and suspended slabs and for all paths, roads or hard-standings exceeding 4" thickness.

In no circumstances shall the concrete be thrown or dropped from a height or deposited under conditions that would cause the separation of the coarser from the finer portions of the concrete.

When no special placing plant is provided the concrete shall be conveyed from the mixer to the point of deposit in as short a time as possible and shall be emptied onto a tray from which it shall be carefully placed in its final positions in the forms by shovels. Concrete shall be deposited at several points in line and shall not be permitted to flow along the forms.

In columns and other similar members, the bottom 1" shall be filled with grout which shall consist of cement and water mixed to a thick, creamy consistency. In deep members in which congestion of steel makes placing difficult the lower part of the forms shall be filled with grout in the same way. The grout in each case shall be deposited immediately in advance of the concrete and shall not be permitted to dry out or set so as to lose its mobility before the concrete is placed on top of it.

3.13 Stoppage of Work

No concrete of any kind shall be placed during inclement weather. The Architect reserves the right to stop concrete placing during periods of excessive rainfall unless adequate precautions are taken to protect freshly placed concrete from the weather.

3.14 Worked Finishes

Tamped Finish: when no specific finish is required, tamp to a plain or evenly ribbed finish with tolerance suitable for subsequent work or use.

Wood Float Finish: close the surface with a wood float to produce an even slightly coarse texture, free from ridges and depressions.

Steel Trowel Finish: repeatedly trowel by appropriate means (e.g. power float) to produce a dense smooth surface free from ridges and depressions. If a thin floor finishing is to be applied no defect in the concrete should show through the finish. Maximum permissible deviation 1/8" from a 9" straight edge.

Brush Finish: after working to a smooth finish, draw a stiff bristled brush across the surface to produce an even non-slip finish of fine parallel line free from ridges and depressions. Trowel the margins of the panel with a steel float to produce a uniform band approximately 4" wide.

Generally: Form falls where required to ensure that all areas drain naturally towards outlets and other run-off points. All newly finished surfaces shall match existing finished surfaces.

3.15 Curing of Concrete

Concrete after taking it's initial set shall be protected from drying out at all times during the first three days. Acceptable methods of curing are by flooding, by polythene sheeting in close contact, by permanently wet Hessian or by an approved proprietary curing compound which should not affect adhesion of subsequent finishes, not stain exposed concrete. During the curing period the concrete should be shaded from direct sunlight.

3.16 Construction Joints

All joints including day joints should be straight and perpendicular to the surfaces.

Construction joints for slabs and beams may be located at or near the middle of the span. Construction joints for columns and horizontal wall joints shall be made only at the underside of floor members or at floor level unless otherwise approved.

Un-reinforced slabs are to be laid in bays not exceeding 20' 0" in length and no bay should have a length exceeding 1½ times its width. Fabric reinforced slabs are to be laid in bay not exceeding 30' 0" in length.

Construction joints in retaining walls shall not exceed 10' 0" centres.

Completion Works on DHRC

Hardened concrete faces of joints should be prepared for subsequent concrete by cleaning and roughening the face of the joint to remove laitance and expose but not disturb the larger aggregate. For horizontal surfaces, washing off laitance and fines after concreting may attain exposure, once initial set has occurred.

The Contractor shall submit for approval construction joints scheduled for walls and slabs. The contractor shall not attempt to cast a single pour of more than 20 cu.yds. (e.g. 36' 0" x 6' 0") without obtaining the prior approval of the Architect.

3.17 Samples and Testing

Testing shall be in accordance with BS 1881.

Samples for compressive strength shall be taken from concrete Classes A and B at the rate of 1 sample per 10 batches, but not less than 1 sample from each Class on each day of casting. A sample shall consist of three standard 6" cubes that shall be cured by immersion in water until tested. One cube from each sample shall be tested at 7 days and the remaining two cubes at 28 days. Each cube shall be marked with a unique reference number and record shall be kept to record the class, date of casting and location of member corresponding to the cube. Slump tests shall be carried out for each batch.

4.00 MASONRY

4.01 Cement, Water, Coarse Aggregate and Reinforcement

To be as specified for Concrete

4.02 Sand

To be as specified for concrete. Alternatively, use sand to BS 1200

4.03 Concrete Block

The hollow concrete blocks shall be obtained from an approved source and shall be nominally 15 ½" long by 7 ½" high by the thickness shown on the drawings and shall be hand picked for fair work where required. Actual dimensions shall not vary from nominal dimensions by more than ¼". Minimum wall thickness shall be 1".

All blocks shall be cured at the place of manufacture for a minimum of 14 days before being transported to the site and off loading shall be carried out with care – tipping will not be permitted and damaged blocks must not be used.

For laying in half bond, half blocks shall either be purpose made or cut from 3-core full blocks. They shall not be cut from 2-core blocks.

4.04 Mortar

Unless otherwise stated mortar for block work and stonework is to be composed of one part cement to three parts sand, mixed on the site with the minimum quantity of water to achieve a workable consistency. The proportions are to be obtained by actual measurement in gauge boxes, making due allowance for bulking of wet sand.

Mortar is to be made in such quantities as can be used within one hour after mixing and no mortar that has become set or hard must be used on any part of the work. Re-tempering is permitted only up to one hour after mixing.

4.05 Blockwork Reinforcement

Vertical reinforcement is to be ½" diameter high yield ribbed bars except where otherwise specified. Horizontal reinforcement is to be Dur-O-Wal Extra Heavy Duty galvanized "Ladur Type" ladder reinforcement with cross bars at 16" centres and with prefabricated corners and tees or 3/8" diameter bars in alternate courses.

Vertical starter bars are to be anchored in the base concrete with 8" bends located below the top layer of reinforcement, or drilled 4½" deep into the concrete and anchored with Hilti "HIT C100" resin.

Completion Works on DHRC

At tops of walls, vertical bars are to be bent 8" into slabs or beams cast on top. Freestanding walls are to be capped with a 4" deep concrete beam reinforced with one continuous ½" diameter bar, lapped 2' 0" at splices and intersections.

Vertical bars are to be lapped 2' 0". Horizontal ladder reinforcement is to be lapped 1' 0". Unless otherwise detailed, reinforcement is to be provided as follows:

Vertically:	At each corner, end or intersection	
	Beside each opening exceeding 2'0" in width or height	
	At the following centres, measured horizontally:	4" block work - 48"
		6" block work - 32"
		8" block work - 16"
Horizontally:	At the following centres, measured vertically:	4" block work - 48"
		6" block work - 16"
		8" block work - 16"

4.06 Grout

Grout for filling the cores of blocks to comply with the concrete specification, is to have a slump of 8 to 10 inches and is to be of the following proportions, volume:

Block Size	Cement	Sand	3/8" Nominal Size Aggregate
4"	1	3	-
6" and 8"	1	3	2

4.07 Workmanship

The concrete blocks shall be laid in half bond in mortar as specified with joints nominally ½" thick covering all concrete areas of the block. Blockwork shall be carefully set out at foundation and floor level so that at jambs of opening only half blocks and full blocks are used: cut blocks may be used where necessary above and below centres of openings, midway between openings and at faces of columns. Where lintels, ring beams, etc are cast over open block cores, place Dur-O-Wal "Dur-O-Stop" mesh over cores to prevent concrete from dropping through. Grout shall be placed and compacted in maximum 4'0" lifts. Excess mortar shall be removed from cavities before grouting. Grout shall be placed to 1" below the top of the blocks to provide a key.

Protection shall be provided at all times as necessary to prevent damage to work done by storms and no part of a wall shall be built higher than 4'0" above the surrounding walls.

Completion Works on DHRC

Generally conduits shall be built into the cores of new work. Otherwise, chases shall be formed as required for the installation of other work. There shall be at least 10" of masonry between the chases and the jambs of openings. Where chasing exposes block cores, they shall be solidly grouted. Chases exceeding 2' 0" in length shall have expanded metal lath fixed over them before plastering. The lath shall be 6" wider than the chase. Unfinished work shall be stepped back to permit jointing of new work. Chasing shall not take place on both sides of the same wall.

4.08 Samples and Testing

Blocks shall be sampled at the rate of one sample per day of deliveries, but not less than one sample per 500 blocks. A sample shall consist of three blocks, selected at random by the Architect. The strength of the blocks shall be measured over the gross area including voids and shall not be less than 700 psi for a single block. Samples are to be tested and approved by the Public Works Department laboratory.

Failure to test at the appropriate time will result in the procurement of services for post-construction testing or demolition, removal and reinstatement at the cost of the contractor.

All test results must be forwarded to the Government Architect, the BNTF Project Manager and the Consultant Architect.

5.00 CARPENTRY & JOINERY

Generally

Comply with BS 5268: Parts 2 and 3

5.01 Timber and Plywood

All timber and plywood is to be clean, sound, merchantable, properly seasoned timber, free from any defects making it unsuitable for its function in the Works. Unless otherwise stated, timber is to be stress graded imported Southern Yellow Pine, Grade No.1 or No.2 to NGRDL rules. Each piece of timber shall be marked with the grade and species. Plywood is to be American construction and industrial A-C or B-C grade sanded plywood, marked "APA: A-C (or B-C) exterior."

5.02 Preservative

Timber and plywood are to be pressure impregnated with copper/chrome/arsenic (CCA) solution to BS 4072. After cutting or machining, brush on preservative in two applications to cut surfaces.

5.03 Fastenings

All fastenings are to be galvanized or zinc plated. Bolt washers are to be large diameter, i.e., at least 3 times the bolt diameter with a thickness of at least $\frac{1}{4}$ of the bolt diameter.

5.04 Splices

Do not splice timber members except where shown on the drawing.

5.05 Doors

A specialist manufacturer shall construct doors. Timber shall be specially selected for straightness and is to be well seasoned, tenoned and glued and wedged or pinned together when being fabricated. Plywood faced doors shall be glued and pressed to the framework and suitably dressed and finished with lipped stiles for internal doors.

5.06 Built-In Cabinets

The Contractor shall finish and/or furnish and install complete the interior finished joinery work shown on the drawings or hereinafter specified or both.

All brads and screws shall be brass and all nails shall be galvanized.

Completion Works on DHRC

Work shall be assembled at the workshop in so far as practicable and delivered ready for erection and shall be done in accordance with measurements taken at the job.

Cabinet tops, bottoms, slides, divisions and shelves shall be $\frac{3}{4}$ " plywood or clear white pine, drawer faces shall also be of $\frac{3}{4}$ " plywood unless otherwise specified.

Upper and lower cabinets should be adequately framed and braced internally as necessary to provide rigidity and prevent sagging of shelving and workshops.

Cabinet tops shall be surfaced in Formica or as otherwise specified, with hardwood edge and shall have compensating veneer on the underside, cabinet drawers shall have Formica on the front face only, with hardwood trim on all edges. Interior of drawers and cabinet and all surfaces seen shall be sealed with undercoat and finished with two coats of gloss enamel.

All drawers shall have patent Roller Slides and shall be screwed to a tight and even fit.

5.07 Door and Window Frames

Where not otherwise specified, frames should be fixed to all sides of openings at not more than 12" centres. Fixtures are to consist of built-in cramps, plugs and anchorages at least 2" deep into the adjacent structure.

6.00 ROOF CONSTRUCTION

6.01 Roof waterproofing treatment

(See particular specifications)

7.00 METAL WORK

7.01 Ironmongery

Provide and fix all screws, nails, bolts, washers, galvanized wall ties, metal flashings etc to complete the contract.

7.02 Finished Hardware

The Contractor shall supply and install all operating gear, finished hardware locking devices and similar appliances.

Hardware for aluminium windows shall be supplied as part of the window assembly.

Locksets and latch sets shall be as secure and fit for their intended purposes. Locks by Schlage or other equal approved manufacturer shall be supplied with master keys. Locks must be provided with two keys that will be turned over to the Architect on completion of this Contract.

All hardware, unless otherwise stated, shall be stained chrome on brass or other non-ferrous metal base. All butts, fingerplates, bolts, door closers, stops and holdbacks shall have similar finish.

Unless otherwise specified, locksets and latch sets shall be of cylindrical type with mechanism throughout constructed of rust resistant materials.

7.03 Windows

Windows shall be of Lausell manufacturer or equivalent

7.04 Structural Steelwork

not applicable

8.00 PLASTERING, PAVING AND TILING

8.01 Materials

As described in Concrete Work, except that sand for plastering shall comply with BS 1199. Over-sifting of sand shall be avoided. Montserrat beach sand shall not be used.

8.02 Substrates

All surfaces specified or indicated on the drawings to be plastered or rendered are to be thoroughly brushed and cleaned and well wetted before the work is executed. Plaster on concrete surfaces shall be applied to galvanized expanded metal lath, securely fixed and overlapping by 4" onto adjacent blockwork. Joints between new and existing plaster are to be carefully executed by cutting plaster on a splay as directed by the Architect before applying new plaster.

8.03 Proportioning Mixing and Timing

Unless otherwise specified, the proportions shall be one part of cement to between four and six parts of sand. Once an acceptable mix within this range has been determined and approved by the Architect, the same proportions shall be used throughout.

Mortar mixes shall be used up within two hours of the first contact of the cement with water. All mixes remaining after this time are to be discarded. No re-tempering shall be carried out.

8.04 Cement Screeds

Lay sand and cement screeds to the thickness necessary, well bonded to the sub-concrete. Screeds to be smooth and level and approved by the Architect prior to applying tiling or finish.

Screeds to floors shall be mixed one part cement to three parts sand; the cement and sand shall be clean and smooth and mixed only with sufficient water to bind the sand and cement. Adequate protection shall be supplied and laid by the Contractors as soon as possible after laying.

8.05 Tiling

Porcelain hard tiles shall be 16" x 16" x ½" thick. Architect shall choose colour and approve tiles before incorporation into the Works. Vegetable based mastic shall not be used.

Ceramic tiles shall be 6" x 1" x ½" thick. Architect shall choose colour and approve tiles before incorporation into the Works. Vegetable based mastic shall not be used.

9.00 PAINTING

9.01 Preparation

Clean down all new and existing surfaces and brush off all loose and flaky paint before commencing decoration. Remove any oil or grease spots with white spirit. Apply fungicide treatment to existing surfaces where necessary. All surface-fixed hardware, fittings, etc., except hinges shall be removed before painting/re-painting and re-fixed on completion.

Existing metal surfaces are to be washed down with soap and water and roughened with abrasive paper.

Surfaces of wood to be painted shall be filled as required at no more than 1/8" per layer, each layer being dried in between. Treat all knots, shakes and resinous portions of timber with shellac knotting. Rub down and remove dust and decorate.

9.02 Materials

All painting materials and colours shall be selected or approved by the Architect.

Samples of all colours shall be submitted to the Architect for approval. Undercoats shall be flat and of the approved colour. All paint, when approved, is to be ordered in one batch to ensure the matching of colours. Paint shall be latex based for all wood and concrete surfaces except where otherwise specified.

9.03 Mixing

All paint shall be properly mixed and strained free from skins and loose particles before application.

9.04 Painting

All paints to be used on this project shall be manufactured by Lee Wind Paints (1980) Ltd and are to be free from skins, etc. Paints shall be lead and mercury free. Colours will be specified on site. All surfaces to be painted are to be free from oil, rust, dust, chalking and any other deleterious materials or conditions.

External rendered block work or exposed concrete surfaces: Apply three coats Fungus Resistant paint in accordance with the manufacturer's instructions.

Internal rendered block work or exposed concrete surfaces: Apply three coats Fungus Resistant paint in accordance with the manufacturer's instructions.

Metalwork: To all external and internal metalwork, where specified: apply one coat Lee Wind Red Lead Oxide ZN100 anticorrosive metal primer and two coat alkyd gloss. Rub down with abrasive paper between coats.

10.00 PLUMBING

10.01 Water Authority

The water supply is to be executed in accordance with the requirements, regulations and approval of the Local Water Authority, by qualified and competent workmen.

10.02 Water Pipes

Cold-water service pipes to be copper tubing with fittings to match. Copper pipes shall have compression or capillary fittings. Connections to each sanitary fitting are to be by means of an approved union.

The use of pressure type PVC tubing will be permitted but for cold water services only and shall be installed according to manufacturer's instructions. Only proprietary brackets shall fix surface mounted pipes.

10.03 Solder

Only lead free solder is to be used. This shall be clearly marked on the product labels.

10.04 Stopcock

Provide and fix a brass pressure screw-down stopcock on the cold-water service at point of entry to buildings showing plumbing installations. Install an isolating valve at every fixture (sinks, washbasins, water closets, showers, urinals, etc.)

10.05 Waste Pipes

Run the waste pipes so as to discharge the wastewater from basins, etc in a sanitary manner.

10.06 Protection and Fixtures

The Contractor will be responsible for covering up and protecting against damage from building materials, acids, tools and equipment, all plumbing fixtures, worktables, etc.

Completion Works on DHRC

10.07 Water Main

Pay all fees including charges for water meter installation and all water charges during construction.

10.08 Water Meter

Provide a concrete block chamber using 4" blocks on 4" concrete base with 2" concrete loose slabs top, top house the water meter, pressure reducing valve and main stock cock.

10.09 Rainwater Pipes

Use schedule 40 PVC piping & fitting for all down pipes in walls, beams or columns.

11.00 ELECTRICAL INSTALLATION

11.01 Compliance with Statutory Authorities

The electrical installation is to be executed in accordance with the requirements and regulations of and to the approval of Montserrat Electricity Services Ltd., and the Electrical Inspectorate Division by qualified and competent workmen.

11.02 Examination of Work

The Contractor is to process the "Application to Wire for Electricity Supply" forms and submit them to the Electrical Inspectorate Division.

Make safe existing electrical installation and liaise with supply authority as necessary.

Before starting work and from time to time as the work progresses, the Contractor shall examine the work and materials installed by Subcontractors insofar as it affects his own work and shall promptly notify the Architect if any conditions exist that will prevent him from carrying out satisfactory work.

The Contractor will be required to have sufficient workmen on site during the whole period of construction to ensure that all conduits, duct sleeves etc. can be placed in position as the work progresses.

11.03 Approval, Testing, Fees and Permits

The work shall include the provision of all necessary notices, obtaining and paying for all permits, governmental taxes, fees and other costs in connection with their work; filing all necessary plans, preparation of all documents and obtaining all necessary approvals of Government Departments having jurisdiction; obtaining all required Certificates of Inspection for the work and delivery of the same to the Employer before request for acceptance and final payment.

13 DRAINAGE

13.01 Excavation

Excavations for drainage trenches shall be in straight lines and to the correct depths and gradients required. In the event of excavations being made deeper than necessary, they shall be filled to the proper level with rammed bedding Class D concrete at the Contractor's expense.

All rock projections must be removed from the bottom and sides of the trench.

The minimum excavation depth should provide 15" cover generally to the crown of the pipe and 3' 0" under pads, unless protected by a concrete slab.

13.02 Bedding

Drains shall be laid in a 4" bed and surround of material comprising stone crushed to pass a 5/8" ring (i.e., 3/8" nominal size) and complying in other respects with the specification for coarse aggregate.

13.03 Drains

Drains shall be constructed with PVC pipes and fittings to BS 4660 or Schedule 40 to ASTM D1785-68 or D2241-69, all laid and jointed in accordance with the manufacturer's instructions. Particular care shall be taken to remove burrs and excess solvent at joints.

13.04 Testing

Drains shall be water tested to a pressure equal to 5' 0" head of water measured above the invert at the head of the drain. The drain should be filled, left to stand for two hours and topped up. The leakage over 30 minutes should be measured and should not exceed 2½ pints per 100' 0" of 3" drain or proportional for other pipe sizes

13.05 Manholes

Unless otherwise specified or detailed, these are to be made of 4" solid filled block work laid in cement mortar on Class C concrete bases, properly haunched and channelled. Internal surfaces to be rendered in cement and sand (1:3) and finished with a steel trowel to a smooth hard surface.

Manhole covers to be cast iron or steel to B.S. 497 Part 1.

The standard of construction is to be equal to the appropriate sample manhole at the Public Works Department, which is to be inspected by the Contractor.

13.06 Soak pits , gravel pits and septic tanks

As detailed

Completion Works on Davy Hill Community Resource Centre

8.0 Particular Specifications

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8.0 Particular Specifications

Preface:

The materials described in the following particular specifications are to be used exclusively, subject to items 1.0 and 2.0 noted below.

A. Manufactured Materials

Strictly observe all manufacturers' instructions. Ensure that the manufacturers' instructions are available at the site. Incompatible materials shall not be mixed (for example, metric and imperial drainage systems). Where proprietary materials are specified on the drawing and the bills of quantities the phrase "or equal approved" shall be deemed to be included.

B. Alternative Materials

"Or equal approved" means that products other than those specified may be used provided that the Contractor satisfies the Architect as to their suitability and obtains his written approval. The Architect reserves the right to insist on the specified product if such approval is not given.

Tender Documents Section 9.0 : The Working Drawings

DRAWING REGISTER AND ISSUE RECORD	
CLIENT	CDB / Montserrat Basic Needs Trust Found Project - Sixth Programe
PROJECT TITLE	Davyhill Community Resource Center

DISTRIBUTION	DAY	08																		
	MONTH	05																		
	YEAR	2014																		
CLIENT																				
ARCHITECT																				
STRUCTURAL ENGINEERS																				
SERVICES (MEP) ENGINEERS																				
QUANTITY SURVEYOR																				
PROJECT MANAGER																				
CONTRACTOR																				
Issue Status:	DD - Detail Design	I - Information	PA - Planning Application	T - Tender	C - Construction															
DWG. Issue VIA:	DS - Digital Storage	EM - E-mail	HC - Hard Copy																	
DWG. Format:	PDF	DWG	DXF																	
Discipline:																				
Civil / Structural:																				
	Issue Status:	C																		
	DWG. Issue VIA:	DS																		
	DWG. Format:	PDF																		

Drawing Register																				
Sheet TITLE	DWG. NOS	Revision Status Of Drawings																		
Cover Sheet	.C-01																			
Drawing Register	.DR.00																			
Site Location	L-01																			
Site Plan	L-02																			
Site Section	L-03																			
Ground Floor Plan	A-01																			
Window and Door Schedule .	A-02																			
Door Elevations	A-02.1																			
Elevations	A-03																			
Elevations	A-04																			
Sections	A-05																			
Sections	A-06																			
Sections	A-07																			
Roof Plan	A-08																			
Wall Sections	A-09																			
Bathroom Details (Female)	A-10																			
Bathroom Details (Male)	A-11																			
Bathroom Details (Multi-Purpose)	A-12																			
Kitchen Details	A-13																			
Architectural Details	A-14																			

Services Sheet List						
Sheet TITLE	DWG#	Revision Status Of Drawings				
Ground Floor Electrical	ME-01					
Services Plan	ME-02					
Pipe Layout Plan	ME-02A					
Site Services Plan	ME-03					
Services Schedules & Legends	ME-04					
Miscellaneous Deatils	ME-05					

Structural Sheet list		
Sheet TITLE	DWG#	Revision Status Of Drawings
Foundation Plan	S-01	
Floor Framing Plan	S-02	
Roof Framing Plan	S-03	
Structural Details	S-04	
Structural Details 2	S-05	

ARCHITECTURAL ABBREVIATIONS

H.T.	-HIGH TENSILE	H.C.F	-HARDCORE COMPACTED FILL
M.S.	-MILD STEEL	B.B	-BOND BEAM
VERT.	-VERTICAL	R.C	-REINFORCEMENT CONCRETE
HOR.	-HORIZONTAL	R.B.I	-RAIDIANT BARRIER INSULATION
REINF.	-REINFORCEMENT	REND.	-CEMENT SAND RENDERING
ALT.	-ALTERNATING	O/C	-ON CENTERS
@	-SPACED AT	SYS.	-SYSTEM
W/	-WITH	TYP.	-TYPICAL
TRANSV.	-TRANSVERSE	W/	-WITH
LONGT.	-LONGITUDINAL	THK.	-THICK
CONT.	-CONTINUOUS	FL.	-FLOOR
N.T.S.	-NOT TO SCALE	FIN.	-FINISHES
#	-NUMBER OF ITEMS	S.B	-SAND BLINDING
∅.	-DIAMETER	M.C.	-MAIN CONTRACTOR
RAD.	-RADIUS	A.C.	-ADVANCE CONTRACTOR
COL.	-COLUMN	SYP	-SOUTHERN YELLOW PINE
CONC.	-CONCRETE	PT	-PRESSURE TREATED
DWG.	-DRAWING		
FTG.	-FOOTING		
FND.	-FOUNDATION		
GD.	-GRADE, GRADING		

Completion Works on Davy Hill Community Resource Centre

10.0 Appendix

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10.0 Appendix 1

Form of Agreement

THIS AGREEMENT made the..... day of 2016

Between the Basic Needs Trust Fund, Government of Montserrat (hereinafter called "The Employer") of the one part and

-----of -----
-----hereinafter called
"The Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works should be constructed, namely

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and has accepted a Tender from the Contractor for the construction, completion and maintenance of such Works. Now this agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The Tender
 - (b) The Bills of Quantities
 - (c) The Drawings
 - (d) The Conditions of Contract
 - (e) The Specifications
 - (f) The Bond (*if required*)
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the construction, completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties have hereunto set their respective hands

SIGNED AND DELIVERED by the said _____

in the presence of: _____

SIGNED AND DELIVERED by the said _____

in the presence of : _____

10.0 Appendix 2

Performance Bond

By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20____, for _____ in accordance with the documents, plans, _____ specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

Completion Works on DHRC

- (3) The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

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Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

10.0 Appendix 3

Advance Payment Security

Demand Guarantee

_____ [Surety/Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ [name of Surety/Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs

of mobilization in respect of the _____ [name and address of Bank]. Works. It is a condition for any claim and _____ payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of _____, 2___, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____ [signature(s)]

Completion Works on DHRC

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

- 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

 - 2 *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.*
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