

SAVANNAH GULLY
COASTAL FLOOD WALL
CONSTRUCTION OF COASTAL FLOOD WALL

CONTRACT DOCUMENTATION

CONTENTS:

| | |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| APPENDIX 1: | FORM OF TENDER, FORM OF TENDER SECURITY, SURETY BOND FOR PERFORMANCE SECURITY, CONTRACT AGREEMENT, OUTLINE SPECIFICATION, CONTRACT APPENDIX AND NOTICES TO TENDERS |
| APPENDIX 2: | DRAWINGS |
| APPENDIX 3: | BILL OF QUANTITIES AND SCHEDULES OF RATES |
| APPENDIX 4: | CONTRACT SPECIFICATIONS |
| APPENDIX 5 | CORE BORING LOGS |
| APPENDIX 6: | POST TENDER CORRESPONDENCE |

Signed for and on behalf of the Employer
in the presence of:

| | |
|------------|-------------|
| _____ | Date: _____ |
| Print Name | |

Witness:

| | |
|------------|-------------|
| _____ | Date: _____ |
| Print Name | |

Signed for and on behalf of the Contractor
in the presence of:

| | |
|------------|-------------|
| _____ | Date: _____ |
| Print Name | |

Witness:

| | |
|------------|-------------|
| _____ | Date: _____ |
| Print Name | |

APPENDIX 1

- **FORM OF TENDER**
- **FORM OF TENDER SECURITY**
- **SURETY BOND FOR PERFORMANCE SECURITY**
- **CONTRACT AGREEMENT**
- **OUTLINE SPECIFICATION**
- **CONTRACT APPENDIX**
- **NOTICES TO TENDERS**

FORM OF TENDER

To: National Roads Authority
370 North Sound Road
P. O. Box 10426
Grand Cayman, KYI-1004
Attention: Mr. Edward Howard

TENDER

For: Savannah Gully Coastal Flood Wall

1. We have perused the following documents:
 - A. FIDIC : Conditions of Contract for Works of Civil Engineering Construction 1987 Edition, Reprinted 1992 as amended
 - B. Contract Appendix
 - C. Bills of Quantities and Schedule of Rates
 - D. Contract Drawings
 - E. Contract Specifications
2. We agree that the proper law of this Contract shall be Cayman Islands Law.
3. We agree that the essence of selective tendering is that the Employer shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender intended to be competitive, 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 or entity. We also certify that we have not done and we undertake that we will not do at anytime before that hour and date specified for the return of this tender any of the following acts:
 1. communicate to a person other than the National Roads Authority the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender.
 2. enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

3. offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this paragraph, the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, format or informal, and whether legally binding or not.

4. We agree that this tender shall remain open for consideration for 60 days from the date for the return of this tender.
5. Subject to and in accordance with paragraphs 2, 3 and 4 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we offer to execute all the Works referred to in and said documents in a consideration of payment by National Roads Authority of the amount totaled in the Bills of Quantities.

Contract Sum (in words) _____

_____ (CIS _____)

Schedule: Time for mobilization after contract award _____ days/weeks
Contract duration _____ days/weeks

Signed _____ in the capacity of _____
Duly authorized to sign tenders for and on behalf of (in BLOCK CAPITALS)

Postal Address _____ Telephone No. _____ Date _____ 20 _____

NOTE: Tenderers are reminded that the following must be returned along with the signed tender:

1. The CONTRACT APPENDIX signed and dated
2. The BILLS OF QUANTITIES and SCHEDULES OF RATES priced and totaled

FORM OF TENDER SECURITY

Brief description of Contract Savannah Gully Coastal Flood Wall, Construction of Coastal Flood Wall

Name and address of Beneficiary National Roads Authority, 370 North Sound Road, P. O. Box 10426, Grand Cayman, KYI-1004 (whom the tender documents define as the Employer).

We have been informed that _____ (hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "conditions of invitation", which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we (*name of bank*) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (say: _____) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- (c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 9.1 of the conditions of the Contract, or
- (d) you awarded the Contract to the Principal and he has failed to comply with sub-clause 10.1 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 35 days after the expiry of the validity of the Letter of Tender*) _____, when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date _____ Signature(s) _____

SURETY BOND FOR PERFORMANCE SECURITY

Know all Men by these Presents that (name and address of Contractor)

as Principal (hereinafter called "the Contractor") and (name, legal title and address of Surety)

as Surety (hereinafter called "the Surety"), are held and firmly bound unto (name and address of Employer National Roads Authority, 370 North Sound Road, P. O. Box 10426, Grand Cayman, KYI-1004 as Obligee (hereinafter called "the Employer") in the amount of _____ for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a written contract agreement with the Employer dated the _____ day of _____ 20____ for Savannah Gully Coastal Flood Wall in accordance with the plans and specifications and amendments thereto, 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 Contractor shall be, and declared by 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 for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by Employer and Surety of the lowest responsible 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 Value; 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 Value", 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
- (3) Pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions any amount up to a total not exceeding the amount of this Bond.

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

Any suit under this Bond must be instituted before the issue of the Defects Liability 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 or successors of the Employer.

| | |
|--------------------------|--------------------------|
| Signed on _____ | Signed on _____ |
| on behalf of _____ | on behalf of _____ |
| by _____ | by _____ |
| in the capacity _____ | in the capacity _____ |
| in the presence of _____ | in the presence of _____ |

DRAFT

Contract Agreement

This agreement made the _____ day of _____

Between **National Roads Authority** (hereinafter called "the Employer") of the one part and

_____ (hereinafter call "the Contractor") of the other part

Whereas the Employer desires that the Works known as *Savannah Gully Coastal Flood Wall* should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

Now this agreement witnesseth 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 letter of Acceptance
 - (b) The said Tender
 - (c) The Conditions of Contract (Parts I and II)
 - (d) The Specification
 - (e) The Drawings
 - (f) The Bill of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and

SIGNED by: _____

for and on behalf of the Employer in the presence
of _____

Witness: _____

Name: _____

Address: _____

Date: _____

SIGNED by: _____

for and on behalf of the Contractor in the presence
of _____

Witness: _____

Name: _____

Address: _____

Date: _____

SAVANNAH GULLY
COASTAL FLOOD WALL
CONSTRUCTION OF COASTAL FLOOD WALL

OUTLINE SPECIFICATION

1. ADDRESSES

The Employer: National Roads Authority

The Engineer: Orth-Rodgers & Associates, Inc., 301 Lindenwood Drive, Suite 130,
Malvern, Pennsylvania USA 19355

2. THE SITE

Gloria May Drive and Sandy Ground Road, near Little Pedro Point and Bill Eden's Point (see attached map)

The Tenderers are required to visit the site and satisfy themselves with its nature, the access thereto and proposed site preparation operations within the site. The Tender prices for carrying out the Works shall take into account the nature of the site. No subsequent claims for additional payments based on site conditions will be entertained by the Employer.

Tenderers shall measure up before submitting their tenders. All dimensions indicated on the drawings are to be confirmed on site.

Tenderers shall notify Engineer in writing of any discrepancies between drawings and site conditions.

3. SCOPE OF WORKS

Supply and install a concrete and steel soldier pile wall at the above site and all other associated work as detailed in the Contract Drawings and Specification.

4. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall, with due care and diligence, carry out the work described in 3 above. The Contractor shall provide all superintendence, labour, materials, plant, contractor's equipment and all other things required to carry out the work described in 3 above. The Contractor shall coordinate with the other Contractors on site to ensure the efficient and successful completion of the works at no additional cost to the Employer, save as allowed for in the Bill of Quantities.

5. INSURANCE

The Contractor shall indemnify the Employer and the Engineer against any claims, proceedings, damages, costs, charges and expenses in respect of any thing arising out of, or in connection with, the Contractor executing his duties under this Contract. The Contractor is required to effect the following insurances in addition to all other types of insurances that will enable him to comply with the foregoing:

- (i) The Works
- (ii) The Contractor shall insure, in the joint names of the Contractor, the Engineer, and the Employer, against liabilities for death or injury to any person or loss or damage to any property arising out of the performance of the Contract. Insurance under this sub-clause shall be for an amount not less than CI\$ 1,000,000 per occurrence and not less than CI\$ 2,000,000 in the aggregate.
- (iii) The Contractor shall insure against accident to workmen and staff.

Evidence of such insurances will be required from the Contractor prior to commencement of Works.

6. TENDER SECURITY

The tenderers are required to provide Tender Security in the amount shown on the Contract Appendix using the attached form. The Tender Security of the three (3) lowest responsive tenderers will be held by the NRA until such time as an agreement has been reached between the NRA and the successful tenderer. The Tender Security of the unsuccessful tenderers other than the three (3) lowest responsive tenderers will be returned within seven (7) days of award of the contract. The Tender Security of the remaining tenderers will be returned within seven (7) days of the contract agreement date.

7. BILL OF QUANTITIES AND SCHEDULE OF RATES

The Tenderers are required to fill the enclosed Bills of Quantity and the Schedule of Rates. The Tender Sum shall be itemized as shown on the Bills of Quantity. Contractor selection will be based on this Tender Sum. All items of plant labour and material to carry out the work shall be included in this price as well as preliminaries, supervision, custom duties etc. overhead and profit charges. Valuation of work items for payment and for any possible variations will be based on the rates and prices given in the Bill of Quantities.

8. SCHEDULE

Tenderers are required to submit with their tender a schedule for carrying out the works. Time is of the essence. The Contractor shall complete the work prior to 30 June 2008.

9. FORM OF CONTRACT

Federation Internationale Des Ingenieurs-Conscils (FIDIC), Conditions of Contract for Works of Civil Engineering Construction; Fourth Edition 1987; Reprinted 1992 with further amendments. There will be no allowance for price fluctuations during the contract.

10. METHOD STATEMENT

Tenderers are required to submit with their tender a detailed method statement (including sequence) of how they will access the site and carry out the works. The method statement shall also include a list of Contractor's personnel intended to be employed on the project. A list of the major items of Plant to be used on the Contract is also required to be included with the method statement. Tenderers are required to identify the source(s) of imported material and to confirm the proposed source has sufficient capacity and experience to meet the project requirements.

11. SAFETY

The Contractor is to keep the site secure. Signage is to be in accordance with the insurer's requirements. All equipment shall be removed from site at the end of each workday or securely stored on site.

12. ELECTRICAL AND WATER SUPPLY ETC.

The Contractor shall provide his own electrical power and water for the works. The Contractor shall provide sanitary facilities for his workers.

13. ACCESS TO SITE AND HOURS OF WORK

It is the Contractor's responsibility to secure his access to the site to carry out his obligations under this Contract.

Working hours are as follows:

| | |
|-------------------|-----------------|
| Monday to Friday: | 7:30AM – 5:00PM |
| Saturday: | 7:30AM – 2:00PM |

14. SITE STORAGE, CONTRACTORS COMPOUND

The Contractor shall store all equipment and plan and erect his compound (if required) within the site boundary.

15. NEIGHBORING PROPERTIES

All possible steps shall be taken to minimize disruption and inconvenience to neighboring properties. The Contractor shall be responsible for establishing a good working relationship with the neighbors and shall be fully responsible for the repair and reinstatement of any and all damage caused by him during the works.

16. AVAILABLE SUBSOIL INFORMATION

Logs of borehole, probe and trial pit excavation commissioned by the Employer and carried out around the site are included in the bid package.

These logs are given to Tenderers for information only. The Tenderers are required to make their own assessment and interpretation of this information. In providing this information, neither the Employer nor the Engineer warrant the correctness or the completeness of this information nor will they accept any liability for subsoil conditions that are in variance to what is shown.

17. IDENTIFICATION OF KEY PERSONNEL

The Tenderers are required to identify the key personnel who will be involved with the project. The list of names shall be returned with the tender.

18. UNFORESEEN SUBSOIL CONDITIONS

Unforeseen ground conditions will be dealt with in accordance with the Contract Conditions and Specification.

GRAND CAYMAN ISLAND



PROJECT LOCATION

Caribbean Sea



0 1 2 Miles

**SAVANNAH GULLY
COASTAL FLOOD WALL**
Project Location Map

FIGURE 1



CONTRACT APPENDIX

| | Sub-Clause | |
|-----------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------|
| Amount of security | 10.1 | Performance Surety -100% of the Contract price Tender Security – 5% of the Contract price |
| Minimum amount of third party insurance | 23.2 | CI \$1 million per occurrence and CI \$2 million in the aggregate |
| Time for issue of Notice to Commence | 41.1 | 7 days |
| Time for completion | 43.1 | 180 days, but not after 30 June 2008 |
| Completion of Sections | 43.1 and 48.2(a) | N/A |
| Amount of liquidated damages | 47.1 | \$1,000 per day |
| A bonus | 47.3-Part II | Nil |
| Defects liability period | 49.1 | One year |
| Percentage for adjustment of Provisional Sums | 59.4(c) | 0 percent |
| An advance payment | 60-Part II | Nil |
| Percentage of invoice value of listed materials and plant | 60.1(c) | 0 percent |
| Payment for materials on Site | 60.1(c) | 50 percent (fifty percent) |
| Percentage of retention | 60.2 | 10 percent (ten percent) |
| Limit of retention money | 60.2 | 10 percent (five percent) |
| Minimum amount of Interim Payment Certificates | 60.2 | TBA |
| Rate of interest upon unpaid sums | 60.1 | 0 percent per annum |
| Fluctuation – Labour and Materials | 70.1 | Deleted – Fluctuations on Labour and Materials will not apply |
| Signature of Signatory of Tender | | |

APPENDIX 2

DRAWINGS

APPENDIX 3

BILL OF QUANTITIES AND SCHEDULES OF RATES

Bill of Quantities and Schedule of Rates

| Ref | Item | QTY | UNIT | RATE | CIS |
|---------|---------------------------------------------------------------|--------|------|------|-----|
| 0608-01 | Mobilization | 1 | LS | | |
| 0609-01 | Engineer's Field Office and Inspection Facilities | 1 | LS | | |
| 0686-01 | Construction Surveying | 1 | LS | | |
| 1001-01 | Concrete, 5000 psi | 1200 | CY | | |
| 1001-02 | Concrete Backfill, 5000 psi | 600 | CY | | |
| 0204-01 | Excavation | 1200 | CY | | |
| 1002-01 | Reinforcement Bars | 239913 | LB | | |
| 1105-01 | Steel HP Piles, W12x190 | 2527 | LF | | |
| 1006-01 | 24" Diameter Drilled Caissons, Rock Socket | 1330 | LF | | |
| 1007-01 | Limited Mobility Grouting, Mobilization | 1 | LS | | |
| 1007-02 | Limited Mobility Grouting, Drilling and Installation of Riser | 4200 | LF | | |
| 1007-03 | Limited Mobility Grouting, Soil-Cement Grout | 20400 | CY | | |
| | | | | | |
| Total | | | CIS | | |

DRAFT

APPENDIX 4

CONTRACT SPECIFICATIONS

DRAFT

APPENDIX 5

CORE BORING LOGS

APPENDIX 6

POST TENDER CORRESPONDENCE