



Seven Arches Building (East Entrance)
44 Church Street
Hamilton, HM 12
Bermuda

**Invitation to Bid
Battery Road Lofts/Studio/Apartments
BRO272-21**

The Bermuda Housing Corporation invites contractors to provide a proposal for the Phased works identified in the set of drawings and bid documents included with this invitation.

The Projects Brief Description is as follows:

Project Scope: Battery Road Lofts Phase 1 - The proposed construction development of:

- **3-deluxe studios and one 2-bedroom 1-bathroom (One building addressed 22a and 22b Battery Road)**
- **One underground tank**
- **2 two-chambered cesspits**
- **New roadway and lay-by and raised grassed road divider for St. David's Nursery**
- **Parking for 22a and 22 B Battery Road (combination of asphaltting and concreting)**

Date: June 13, 2022

Bid Documents

Invitation to Bid – Phase 1

- The Bermuda Housing Corporation invites the contractor's proposal for the entire works identified in the set of drawings and other bid documents.
- A lump sum proposal for phase 1 works is requested
- The proposal shall be submitted in strict accordance with the applicable requirements of the Contract documents. The proposal must include all modifications, amendments, or addenda issued or forced during the time of the bidding period.
- Be advised, that the Bermuda Housing Corporation (BHC) may appear, to revise or amend the requirements of any portion of the Contract Documents prior to the acceptance of any proposals. Such amendments, if any, will be made known by the issuing of an addendum to the bidding contractors.
- The Contractor's proposal shall outline the works to be carried out and completed as shown in the Contract Drawings, in every respect to the reasonable satisfaction of the inspecting Architect or (BHC) Owner's representative. The Contractor shall state that the works shall be carried out expeditiously and in accordance with the full intent and meaning of the contract documents.



Re: INVITATION, GENERAL CONDITIONS, AND DEFINITIONS

Project: Phase 1 Battery Road, Loft, studio, and Apartments

Submission of Bid

The lump-sum proposal shall be delivered not later than **2:00 pm 15 July 2022** at the Bermuda Housing Corporation, 1st Floor Seven Arches Building, 44 Church Street East Entrance, Hamilton HM 11, for the attention of Keino Furbert-Jacobs of the Project Management Department.

The Proposal may not be withdrawn for a period of sixty (60) days. Should there be an extraordinary circumstance that escalates the costs of materials, an evaluation of such variances shall be carried out after the project is awarded. BHC reserves the right to reject any proposal should it be in its best interest.

The Proposal must also include the following:

- Schedule – Start dates and completion dates
 - Details of all specified works
- Include rainy days/inclement weather days
- List of sub-contractors
- All facilities, such as waste skips/rentals/ bathroom rentals, electrical service to performance works, trucking, and all materials not supplied by the Owner (BHC)

Definitions

1. The Owner shall mean Bermuda Housing Corporation (BHC).
2. The term Architect shall mean the office of the Project Management Department of the Bermuda Housing Corporation
3. The term Sub-Contractor shall mean any individual firm or company that sub-contracts to provide, labor or labor and materials for the contract.
4. The term notice shall mean written notice
5. The term approved or approval shall mean written approval.
6. The term ‘appropriate’ means compatible with or suited to the material or situation under description.
7. The term construction development, shall mean the proposed development which is contemplated under this contract and is generally described as follows:
 - a. Providing all necessary labor, materials, equipment, tools, and required insurances to perform in a good substantial work acumen to the satisfaction of the Owner and Architect. The work as called by the plans, revisions, specifications, and /or addenda thereto for certain items of work as stated in the contract including all required excavation and construction of the proposed works.



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Owner Supplied items:

BHC shall supply the following:

- **Windows and frames (including window screens)**
- **Flooring (Vinyl and Tile)**
- **Tile and Tile materials – (Walls and Floor)**
- **Exterior Doors and frames**
- **Kitchen Cabinets and Bathroom Vanities**
- **Countertops**
- **Kitchen sinks and Faucets**
- **Toilets**
- **Lighting and ceiling fan light/heat/light vents/exterior lights**
- **Door Hardware (but not hinges and door stops to be by Contractor)**
- **Vanity Mirrors**
- **Water Heaters**

Progress Payment

Payment for these works will be based on monthly valuations for works completed to the satisfaction of the Architect. Monthly evaluations are to be based on a schedule of payments to be agreed upon with the Architect. The Contractor will submit applications for payment in writing to the Architect. Once the application for payment is approved by the Architect, payment will be made by the Owner within seven (7) working days.

Retention of Payment to the Contractor will apply as follows

10% of each Progress Payment will be retained until completion of the project [on receipt of a Completion Certificate from the Architect]. The retention will be reduced to 5% of the Contract Sum at substantial completion. This will be reduced to 2 ½% after six months and the remaining 2 ½% will be released after the twelve-month defects' liability period has expired or after all, defects have been carried out to the satisfaction of the Architect, whichever is the later.

Drawings

All shown are to be carried out in accordance with the specification/contract drawings and as shown on subsequent detail drawings which may be deemed necessary, at any time during the Contract Period, by the Architect or Engineer.

Hours of Work

The Contractors shall not, except by written sanction of the Architect or the Owners representative, carry on work outside of normally recognized hours of work.

- Saturdays are permitted from 8:00 am to 5:00 pm
- Sundays are permitted from 12:00 pm to 4:00 pm



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Extra Work:

The term extra work as used herein refers to and includes work required by the owner which in the judgment of the architect involves changes in or additions to that required by the plans, specifications, and addenda and will only be carried out if issued as a written instruction by the Architect

The Contractor must provide quotations for any extra work, for the Architect and Quantity Surveyor's approval, prior to the commencement of any extra work.

Written instructions must be received by the Contractor prior to the commencement of any extra work and must unmistakably indicate the intention of the Owner and the Architect to treat the work described therein as extra work.

Assignments

- The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or his right title or interest in or to the same or any part thereof without the previous written consent of the Owner or Architect.
- No consent to any assignment or other transfers and no sub-contractor shall relieve the contractor of any of his obligations under this contract. All assignees and subcontractors shall be deemed as agents of the contractor.

Examination of the Site

The Contractor shall carefully examine the site to thoroughly acquaint themselves with all conditions prior to the submission of the proposal/bid. No allowance will be made for lack of full knowledge of all conditions. The Contractor should carefully examine the areas adjacent to the proposed construction area to establish, as agreeable with the Owner, where he may place his materials and equipment. The Contractor should contact BHC when viewing the site.

Protection of Work and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the BHC (Owner's) property from injury or loss arising from this contract.

Residual Materials

The Contractor shall regularly cart away any surplus or residual materials and ensure that the site/work area is left in a clean and tidy condition.

Workmanship and Materials

- The whole of the work is to be carried out by skilled building construction operatives, qualified in their respective trades, professions, or disciplines, and each building operation shall be undertaken in a skilled manner.



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- All materials used in the works, or the execution thereof will be the best of their respective kinds and in accordance with the Contract Drawings and Specification. All materials shall be used in accordance with manufacturers' instructions or recommendations.

Supply and Storage of Materials

- The Contractors shall make provision to ensure that all materials used in the works are delivered to site in correct quantities.
- All materials must be stored in a correct and proper manner appropriate to their various types- thus ensuring that they are in perfect condition when used in the works.

Omissions

The drawings and specifications are intended to cooperate. Anything showed on the drawings but not mentioned in the specifications, or vice versa or anything not expressly set forth in either, but which is reasonably implied, shall be included without extra cost. Should anything be omitted from the drawings necessary to the proper construction of the work herein described, it shall be the duty of the Contractor to so notify the Architect before signing the Contract, and in the event of the Contractor failing to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge.

Inclement Weather

The Contractors shall cover-up and protect the works from inclement weather. The Contractors must make good at their own expense any part of the works damaged by such cause.

Access and Security

- The Owner will allow the Contractor access to the site in order that they may carry out the specified works in a timely, sequential manner.
- The Contractor will undertake to inform the statutory authorities that work will be in progress at the site, stating anticipated daily times of work and contract period.

Specialist Sub-Contractors & Nominated Suppliers

- The main Contractor will allow for attendance upon any specialist sub-contractors, and the Owner will invite said sub-contractors to carry out their work as sequential work stages so as not to unduly impede the overall progress of the works.
- The various Contractors will allow for goods from nominated suppliers. They shall make provision to obtain and install such items and goods, fixtures, and fittings in accordance with the manufacturer's instructions, as appropriate to their sub-contracts.



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Contractor's Insurance

The Contractor shall not commence work until he has obtained and paid for all insurance required under this section, and such insurance shall cover the total cost of the works including the cost of the owner-supplied materials and all Owners sub-contractors, the cost of which we are advised to the contractor for this purpose.

Workmen's Compensation Insurance

The Contractor and each subcontractor shall provide adequate workmen's compensation insurance for all employees engaged in work on this project.

Public Liability Insurance

- The contractor shall carry public liability insurance in respect of bodily injuries or death because of any accident occurring from or by reason of or during the operations of his contract, whether occurring by reason of the acts or omissions of the contractor or any subcontractor. The insurance against loss from any one accident resulting in bodily injuries to or in the death of one person shall be in the sum of \$1,000,000.00 and subject to the same limit for each person. The total insurance for loss from any one accident resulting in bodily injuries or death of more than one person shall be the sum of \$1,500,000.00. Copies of the Contractor's policies and the premium receipt, where applicable, are to be forwarded to the Architect.
- The insurance shall be always in the amount equal to the full insurance value thereof and shall be for the joint benefit of the Owner, the General Contractor, and each sub-contractor as their respective interests may appear.

Toilet Facilities

The Contractor shall be responsible for providing an on-site toilet facility once the existing Bathroom toilets are demolished. The proposed new Washrooms are not to be used as temporary bathrooms during the construction period. The Contractor shall be responsible for the upkeep of the on-site toilet facility.

Temporary Electric Power

The Contractor shall supply and pay for all temporary electric power required to complete the project.

Laying out of Work

- The Contractor shall layout his own work and he shall be held responsible for any damage incurred due to incorrect layout of work.
- If the Contractor should find any discrepancy in or divergence between Contract Drawings and/or Specification, he shall immediately give to the Architect a written notice specifying the discrepancy of divergence and the Architect shall issue instructions regarding this matter.



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Water Supply for Building

All water for a building shall be fresh and free from salt and impurities. The Contractor shall supply and pay for all water required to complete the project.

Completion of Contract and Final Payment

- The date of substantial completion of the work is the date when the construction is sufficiently completed so that construction of buildings and the proposed site can commence. This will include the completion of all site works and receipt of a Certificate of Occupancy from the Department of Planning. The date will be as certified by the Architect.
- A twelve-month Defects Liability Period will apply to the Contract. The final Certificate of Payment will be issued after the expiration of this period or after all defects have been carried out to the satisfaction of the Architect whichever is the later.



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