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Cayman Islands

**CONTRACT AGREEMENT  
FOR THE  
SMITH BARCADERE REDEVELOPMENT PROJECT  
STRUCTURAL AND CIVIL ENGINEERING CONSULTANCY SERVICES**

**Signed on**

**22<sup>ND</sup> March 2019**

between

**Ministry of Commerce, Planning and Infrastructure**

And

**AMR Consulting Engineers Ltd.**

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# CONSULTANCY SERVICES AGREEMENT

## SMITH BARADERE REDEVELOPMENT PROJECT – STRUCTURAL CONSULTANCY SERVICES

THIS AGREEMENT IS MADE THIS [22<sup>ND</sup> MARCH 2019]

### BETWEEN:

The Cayman Islands Government/Ministry of Commerce, Planning and Infrastructure (hereinafter called the "Ministry of CPI") of the one part, and **AMR Consulting Engineers Ltd. of Box 10962, Grand Cayman, KY1-1007** (hereinafter called the "Consultant") of the other part.

### WHEREAS:

The Ministry of CPI is desirous to contract with a Consultant to provide Structural and Civil Engineering Consultancy Services for the Smith Barcadere Redevelopment Project, (hereinafter called the "Project"), as set out herein;

The Consultant's submission dated [2<sup>nd</sup> November, 2018], for the provision of services in response to the RFQ; and the Ministry of CPI has accepted the Consultant's submission and wishes to engage the Consultant to provide Consultancy Services for the Project. **The Successful Consultant's Response Document shall be deemed as part of this Consultant Agreement.**

IT IS HEREBY AGREED that with effect from the date of this Agreement, **the Ministry of CPI shall employ the "Consultant"** to perform Consultancy Services in accordance with the terms and conditions hereinafter set forth for the agreed sum of **Eighteen Thousand, Six Hundred and Ninety Cayman Island Dollars (CI\$18,690.00)**

### SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT:

1. **Scope of Service** - The Consultant shall provide all of the Services described in the attached **Appendix A – Consultant Scope of Services/Fee Proposal**.
2. **Contract Time** - The Consultant shall provide a confirmed works schedule which shall be updated each 7 day period to record actual progress and record any delay and be duly submitted with each fee invoice.
3. **Contract Price** - The Consultant shall provide all of the services described for the amount as issued in the attached **Appendix A – Consultant Scope of Services/Fee Proposal**.

ALL APPENDED DOCUMENTS SHALL FORM PART OF THIS AGREEMENT;

### CONDITIONS OF APPOINTMENT

#### A1. Standard of Services

- a) The Consultant shall exercise due and proper professional skill, care and diligence in the discharge of its services.
- b) The Consultant shall be bound by the codes of conduct, professional ethics, and standards of professional practice established by the Cayman Islands Society of Architects Surveyors & Engineers or appropriate Professional body in its home locality.
- c) Notwithstanding any other provision hereof, it is agreed that the Ministry of CPI is entitled to rely on the Consultant's professional skill, experience and judgment to furnish the services described in this Agreement.
- d) The Consultant and its sub-contractors are required to disclose in writing to the Ministry of CPI, at the earliest opportunity, such interests which could, under any circumstances be construed either to reflect upon its integrity or are or may be perceived as a conflict of interest.

**A2. Variation of Service**

- a) The Consultant shall not vary the scope of the service to be provided under this agreement without the Ministry of CPI written consent to such variation and the Consultant, before proceeding to carry out any additional work shall inform the Ministry of CPI of any effect which such variation may have on the fees, expenses or time required to perform the service.

**A3. Engagement of Sub Contractors**

- a) The Consultant will be responsible to the Ministry of CPI for any work carried out by any sub-contractors that it may engage for any purpose arising under this Agreement, and for the general coordination and integration of services provided by such sub-contractors.
- b) The Consultant shall be responsible for all sub-contractors' fees and expenses.

**A4. Qualified Staff**

- a) The Consultant shall provide sufficient, appropriately qualified staff, to the satisfaction of the Ministry of CPI, to ensure that the above duties are performed fully and effectively within the agreed timelines.
- b) The Consultant shall employ a Consultant Representative who shall be the lead member of the Consultancy Team. The Consultant Representative's nomination shall be approved by the Ministry of CPI. The Consultant Representative shall be reasonably available to the Ministry of CPI Senior Responsible Officer at all times. If the Consultant is desirous to change its representative it shall require written approval from the Ministry of CPI.
- c) The Consultant shall not utilize any servants, employees, agents, or other personnel of Cayman Islands Government in the preparation of the Work.

**A5. The Ministry of CPI Representative**

- a) The Consultant shall seek and receive all instructions from the Ministry of CPI client representative/project manager; all correspondence shall be addressed to the named person(s).

**A6. Information from the Ministry of CPI**

- a) The Ministry of CPI shall provide the Consultant with such information and decisions as are necessary for the proper performance of the said services to be performed by the Consultant for the Ministry of CPI in such reasonable time as not to delay or disrupt the performance of the said services.

**A7. Copyright**

- a) All documents and any revisions thereto prepared by the Consultant in connection with the Work and any copyright therein shall be the property of the Ministry of CPI.
- b) The Consultant may, with the written consent of the Ministry of CPI, publish or cause to be published, photographs and illustrations of, or articles about, the Work for which it was professionally responsible. Such publication shall be restricted to the purposes of professional or technical information and the Ministry of CPI and Consultant's name shall be accorded appropriate credit in any such publication.

**A8. Use of Documents**

- a) Any use of the documents prepared by the Consultant other than for the purposes envisaged by this Agreement, without the specific written approval of the Consultant, will be at the Ministry of CPI sole risk and without liability or legal exposure to the Consultant.

**A9. Assignment**

- a) The Consultant shall not assign any of its duties or responsibilities under this Agreement without the prior written consent of the Ministry of CPI.

**A10. Professional Indemnity**

- a) The Consultant shall be required to obtain, from a reputable insurer with an AM best rating of A or better, professional indemnity insurance in the amount of US\$1,000,000 for any one claim and aggregate arising out

of this Agreement. The Consultant shall on the request of the Ministry of CPI at any time, provide the Ministry of CPI with a copy of the policy.

- b) The professional indemnity insurance shall be maintained for a period of one (1) year from the date of this Agreement, unless such cover ceases to be available in which event the Consultant will notify the Client immediately.

**A11. Indemnity**

- a) The Consultant shall indemnify the Ministry of CPI, its employees, servants, officers and agents against, and hold them harmless from and shall otherwise be responsible to third parties for any claim, liability, loss or cost of any kind whatsoever (including attorney's fees) incurred by the Ministry of CPI which arises as a result of any negligence or default of the Consultant, its employees, servants, officers and agents, or failure to comply with any of its obligations under this Agreement.
- b) Where any loss or damage arises as a result of negligence, any act or omission, or failure of the Consultant to perform any of its obligations under this Agreement, the Consultant's liability to indemnify the Ministry of CPI in accordance with the preceding sub-clause a) shall not exceed an aggregate amount of three times the Contract Price set out in this Agreement. Where any loss or damage arises as a result of fraud the above limit shall not apply.

**A12. Confidentiality**

- a) The Ministry of CPI may require the Consultant, in performing its obligations hereunder, to be bound by the terms of a separate Confidentiality Agreement.

**A13. Suspension of Services**

- a) The Ministry of CPI may in its absolute discretion, and at no additional cost to the Ministry of CPI, suspend the performance of the Consultant's services under this Agreement, in whole or in part, for a period of up to six months, by giving the Consultant 30 (thirty) days written notice of its intention to do so.
- b) Upon service of notice, the reasons for such action shall be set out in writing and delivered to the Consultant with the notice of suspension.
- c) The Consultant shall upon receipt of any notice to suspend its services under this Agreement proceed in an orderly manner, but with all reasonable speed and economy to take such steps as are necessary suspend its services under this Agreement.

**A14. Force Majeure**

- a) The Consultant shall give immediate written notice to the Ministry of CPI of any event of 'force majeure' which prevents it from carrying out any of the services for which it has been engaged. For the purpose of this Agreement, an event of "force majeure" means any event or circumstance:
  - (i) That prevents the Consultant from performing its obligations under this Agreement;
  - (ii) Is not within the reasonable control of, or the result of the negligence of, the Consultant; and
  - (iii) Which, by the exercise of due diligence, the Consultant is unable to overcome or avoid.
- b) Events of force majeure include, but are not limited to, war, earthquake, hurricane, flood, or such other adverse weather conditions, strikes, industrial action (except where such strikes or industrial action are within the powers of the Consultant).
- c) Where the Consultant notifies the Ministry of CPI of an event of force majeure, the parties may suspend performance of the Consultant's obligations under this Agreement for such period of time as may be agreed between them.

**A15. Resumption of Services**

- a) If the Consultant has not been given instructions to resume any suspended service within six months from the date on which it received notice of suspension, it shall request in writing such instructions. If instructions have

not been received within 30 (thirty) days of such request, the Consultant's appointment will be deemed to be terminated.

**A16. Termination**

- a) This Agreement may be terminated by either party at any time by 60 days' written notice of termination in writing to the other party. The notice shall set out the reasons for termination.
- b) The Consultant shall, upon receipt of any notice to terminate its services under this Agreement or upon termination by it or its employment under this Agreement, proceed in an orderly manner, but with all reasonable speed and economy to take such steps as are necessary to bring to an end its services under this Agreement.
- c) Upon termination of this Agreement the Consultant will cooperate with any incoming professionals, making available all relevant files, drawings and documentation as required for the efficient hand over of professional services and ultimate completion of the Works. Similarly, the Consultant hereby agrees to cooperate with the personnel of any incoming professionals, making available all project files including any correspondence to the Consultant in relation to this Agreement.

**A17. Termination on Final Completion:**

- a) Unless otherwise terminated earlier pursuant to Clause A14, the Consultant's services and engagement under this Agreement shall automatically terminate at the completion of contracted services.

**A18. Claims after Termination:**

- a) The termination of this Agreement for any reason shall not prejudice or affect the accrued rights or claims of either party to this Agreement.

**A19. Liquidation and Insolvency**

- a) The Ministry of CPI may terminate this Agreement with immediate effect where the Consultant:
  - (i) becomes insolvent or suspends payment of its debts or makes or enters into any assignment of its assets for the benefit of its creditors (other than a bona fide corporate re-organization that is not for debtor relief), convenes any meeting of creditors or passes a resolution for the winding up or suffers a petition for winding up;
  - (ii) Commences voluntary liquidation proceedings; or
  - (iii) Has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of a receiver.

**A20. Adjudication**

- a) If any dispute or difference of any kind whatsoever shall arise between the Ministry of CPI and the Consultant, at any time after execution of this Contract, arising out of or in connection with this Agreement or the performance of the work, then such dispute or difference shall be referred in writing to and be settled by an Adjudicator ("the Adjudicator"). The name of the Adjudicator shall be agreed between the parties or in the absence of agreement by the President of the Cayman Islands Society of Architects, Surveyors and Engineers (CASE), or his nominee. The Adjudicator shall within a period of twenty eight (28) calendar days, (or such other period of time which may be agreed between the parties), after being requested to settle any dispute or difference by either party, give written notice of his decision to both parties.

In giving a decision, the Adjudicator shall be deemed to be acting as an expert and his decision shall be final and binding upon the parties, unless either party shall, within fourteen days of the Adjudicator's decision, notify the other of dissatisfaction with the decision and require the matter to be settled by Arbitration, in which case the decision shall be binding until it shall be revised by an arbitral award.

**A21. Arbitration**

- a) Subject to sub-clause "b" herein, in the event that a dispute or a difference shall arise out of this Agreement, then such dispute or difference shall be referred to arbitration and the final decision of a person to be agreed

between the parties, and in default of agreement of two arbitrators, one appointed by each party and their umpire in a manner provided by the terms of the Arbitration Law (2012 Revision) of the Cayman Islands and any statutory modification thereof for the time being in force.

- b) Notwithstanding the provision of sub-paragraph "a" hereof, in the event that a dispute or difference shall arise out of this Agreement which involves professional ethics or standards of professional practice, and failing agreement between the parties, the matter will be referred for arbitration by the President of the Society of Cayman Architects, Surveyors and Engineers (CASE) or his nominee. The award of such arbitrator or arbitrators shall be final and binding on both parties.

**A22. Governing Law**

- a) This Agreement is governed by and shall be construed in accordance with the laws of the Cayman Islands and the parties shall submit to the jurisdiction of the Cayman Islands.
- b) The Consultant Services Contract is subject to the Freedom of Information Laws of the Cayman Islands

**A23. Serving of Notices**

- a) Any notice required to be given or served under any provision of this Agreement, shall be so given or served by delivering a copy thereof to the principal place of business of the Consultant, either by hand or by registered post. In the case of registered post, such notice shall be deemed to have been served on the day following the day of posting.

**A24. Entire Agreement**

- a) This Agreement together with all Appendices contain everything the parties have agreed in relation to the subject matter herein and supersedes all prior discussions, understandings and agreements between them in respect thereof. Neither party may rely on any earlier written document nor anything said or done by or on behalf of either party before this Agreement was executed.
- b) No variation of this Agreement will be of any force or effect unless it is in writing and signed by or on behalf of each party.

**A25. No Waiver of Terms**

- a) In the absence of a written agreement to the contrary, no neglect, omission or forbearance on the part of any party to take advantage of or to enforce any right, power or remedy arising out any breach, non-observance or non-performance by the other party hereto of any term, condition, or provision herein shall operate as (or be deemed to be) a general waiver of such term, condition or provision herein contained or by law implied or shall be deemed to be or operate as a general waiver of such right or power either original or recurring.

**A26. Independent Consultant**

- a) The Consultant shall be an independent contractor and nothing expressed or implied in this Agreement nor is any act by either party to be construed as creating the relationship of partners, principal and agent, or joint venture as between the parties. Accordingly, neither party has any right or authority to act on behalf of the other party, nor to bind the other party by contract or otherwise.

**A27. Severance of provisions**

- a) Should any provision of this Agreement be declared invalid or unenforceable for any reason by any court or other competent authority, then such provision shall be deemed to be a separate, distinct and independent provision, and such declaration shall not affect the remaining provisions of this Agreement which shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

## FEES AND EXPENSES

### B1. Sum Payable

- a) The Ministry of CPI agrees to pay the Consultant for fulfilling its obligations under this Agreement as the attached Fee Schedule as submitted with the Consultant's Submission.

### B2. Costs covered by Sum Payable

- a) The Fees include for all costs incurred by the Consultant in the preparation and delivery of the Work.

### B3. Schedule of Payment

- a) The Consultant shall submit Invoices for Fees at 30 day intervals; the Ministry of CPI shall make payment within 30 days of receiving the invoice. The Consultant's Fee Invoices shall fully describe the work performed.
- b) Each Application for Payment shall be accompanied with a monthly Report confirming the Consultant's Progress against the schedule in the Consultant's Project Gantt Chart.

### B4. Additional Services

- a) The Consultant shall not perform any additional work under this Agreement, unless the Consultant has been instructed in writing by the Senior Responsible Officer/Project manager. Where as a result of changes instructed by the Ministry of CPI at any time during the term of this Agreement the Consultant is required to undertake additional services not covered by this Agreement, the Ministry of CPI shall pay to the Consultant in respect of the said additional services at the hourly rate as described in the Rate Schedule as submitted with the Consultants Submission. The Consultant shall submit time sheets fully describing the work performed for all additional work.

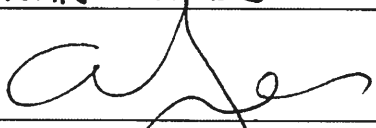
### B5. Payment of Suspension

- a) On suspension or termination of the Consultant's services under this Agreement the Consultant shall be entitled to payment for its services up to the point of suspension or termination in accordance with the provisions of this Agreement, and upon making such payment, the Ministry of CPI shall be entitled to possession and to make full use of all documents and information provided by the Consultant in accordance with and for use under this Agreement.

## SIGNATURES

In Witness Whereof the parties have executed this Agreement the day and year as written below;

For and on behalf of the CIG/Ministry of CPI:

Print Name:	ALAN JONES
Signature:	
Title:	CHIEF OFFICER
Date:	29/3/19

For and on behalf of the Consultant providing Structural and Civil Engineering Consultancy Services:

Company Name:	CAYMAN ENGINEERING LTD T/A AMR Consulting Engineers
Print Name:	[REDACTED]
Signature:	[REDACTED]
Title:	COMPANY SECRETARY
Date:	4 <sup>th</sup> APRIL, 2014

## APPENDIX A – CONSULTANT SCOPE OF SERVICES/ FEE PROPOSAL

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### ***THE DELIVERABLES***

<b>GENERAL REQUIREMENTS</b>	
<b>1.1</b>	<b>Project Scope</b>
	<p>The project works includes</p> <ul style="list-style-type: none"> <li>• To provide civil and structural engineering studies, plans, specifications, design analyses, plan review, condition assessment, and inspection services for the Smith Bacadere Facility Enhancement Project.</li> <li>• Geo-technical Investigation which shall provide a geo-technical report indicating the field investigation, testing and analysis of the site, and prepare a report confirming the ground bearing capacity from data obtained from their investigation.</li> <li>• Cost for the verification survey of existing structures and services in order to produce complete construction drawing inclusive of coordination between all new and existing Structural systems, services and utilities.</li> <li>• Structural and Civil Engineering drawings &amp; details (plans and sections), as per specified drawings and or scope for submittal &amp; approval from BCU.                             <ul style="list-style-type: none"> <li>• Recommendations on an adequate and economic foundation system and footings for all the outlined structures (changing room/toilet block, cabanas, carpark, retaining walls, footpaths)</li> <li>• Enlarged plans (where necessary)</li> <li>• Roof water control/harvesting and site drainage</li> <li>• Structural Timber details for the cabana roof</li> <li>• Any other necessary details</li> </ul> </li> <li>• To provide a drainage plan for the parking area</li> <li>• Responsibility for re-submission costs to BCU for any revisions made to drawings on by CIG/Client, PWD, and or consultant</li> </ul>
<b>1.2</b>	<b>Consultant Representation</b>
	<p>The C&amp;S Consultant shall employ a "Consultant Representative" as required by the consultant agreement (Clause - A4b), who shall be reasonably available to the PWD staff during the project period.</p> <p>The form of contract to be utilized for the construction works is the CIG Standard Consultancy Contract.</p>
<b>1.3</b>	<b>Project Coordination</b>
	<p>The C&amp;S Consultant will be required to work as part of a team with the PWD Architecture Section to obtain the necessary approvals from all the statutory boards and authorities.</p>
<b>1.4</b>	<b>Project Status Meetings</b>
	<p>The C&amp;S Consultant Representative shall report on the status of the contracted services to the assigned PM at a formal project meeting held on a monthly basis throughout the duration of the consultant contract.</p>
<b>1.5</b>	<b>Reimbursable Charges</b>

	The C&S Consultant shall determine its own requirements regarding all reimbursable charges and include for all such charges inside its fees.	
<b>1.6</b>	<b>Site Access Times</b>	
	Times for access to the site shall be agreed with the Public Works Department (PWD) before work proceeds; accessible spaces shall be opened as required with the assistance of PLA.	
<b>1.7</b>	<b>Government Authorities</b>	
	The C&S Consultant shall include for coordination and liaison with all Government Authorities as deemed necessary.	
<b>1.8</b>	<b>Statutory Authorities &amp; Utilities</b>	
	The C&S Consultant shall include for coordination and liaison with all Statutory Authorities and Utilities as deemed necessary.	
<b>GENERAL SERVICES FOR ALL STAGES</b>		
<b>2.1</b>	The C&S Consultant is required to provide all necessary professional Civil and Structural Engineering design services and other specialties deemed necessary to complete the design and construction documents required for the project within the agreed timeline outlined as follows;	
<b>Project Work Stages</b>		<b>Duration</b>
Stage One	Design/Construction Documents	4 Weeks
Stage Two	Tendering Period	3 Weeks
Stage Three	Construction Period & Close Out	6 Weeks
Stage Four	Defects Period & Post- Occupancy	26 Weeks
<b>2.2</b>	C&S Consultant will be required to liaise with the PWD Architect to ensure that all drawings and documents are fully coordinated with each other and with each engineering and/or specialty discipline.	
<b>2.3</b>	The C&S Consultant must employ and coordinate the services of qualified and licensed consultants to prepare designs for Civil and Structural Engineering design works.	
<b>2.4</b>	The C&S Consultant is required to review and verify site/building conditions prior to start of design.	
<b>2.5</b>	The C&S Consultant is required to update the Project Manager/PWD Architect every week throughout the project to review issues, schedules, changes, progress, problems, etc.	
<b>2.6</b>	<p>The C&amp;S Consultant shall in conjunction with the PWD Architect submit the necessary documents, plans, letters, and forms to Government regulatory agencies (Planning Department, Building Control Unit, Computer Services Department, Fire Department, NRA, Department of Environmental Health, and Water Authority) and any other agencies deemed necessary, in order to obtain the following:</p> <p>[2.6.1] Regulatory Approvals;</p> <ul style="list-style-type: none"> <li>▪ Full planning permission, building control approval and occupancy permits.</li> <li>▪ Technical and general information and direction.</li> </ul>	

2.7	<p>The C&amp;S Consultant shall provide the Project Manager with copies of the following documents:</p> <ul style="list-style-type: none"> <li>▪ Drawings and documents at all design submittal stages</li> <li>▪ Working drawings and documents issued for tender</li> <li>▪ Working drawings and documents issued for construction and for changes during construction</li> <li>▪ Working drawings issued for construction and for changes during construction</li> </ul>	
<b>STAGE ONE: DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS</b>		
<p>The design development drawings shall form the base for the construction documents, without further major design changes having to be carried out.</p>		
<p>The C&amp;S Consultant shall prepare construction documents including drawings and specifications for the purpose of procuring regulatory approvals including BCU approval, competitive construction tenders, and constructing the Work.</p>		
(a)	<u>Deliverables</u>	
	(i)	The construction documents shall be prepared in compatible computer-aided design software such as AutoCAD.
	(ii)	C&S Consultant shall complete the designs for all Civil and Structural Engineering Works deemed necessary for the successful completion of the project.
	(iii)	Prepare for the PM/PWD Architect's review and approval, construction documents consisting of drawings and specifications setting forth in detail the requirements for obtaining regulatory approvals, inviting contractor's bids and for use in the construction of the project. This is based on the approved design development documents and the Quantity Surveyor's updated estimate of construction cost, and upon receipt of written instruction from the client.
	(iv)	Drawings and documents shall be as deemed necessary by the Project Manager for full and final completion of the Project in accordance with Occupancy Certificate standards and acceptability by the client. Drawings shall be sufficiently detailed and shall include all necessary schedules, so that all building elements can be readily identified and ordered by the Contractor.
	(v)	The C&S Consultant is required to liaise with PWD Architect to ensure that all drawings and documents are fully coordinated with each other and with each engineering and/or specialty discipline. Conflicts arising during construction due to coordination deficiencies must be resolved by the C&S Consultant (or his sub consultant) in discussion with the Contractor. The C&S Consultant shall, at no cost to the client issue suitable drawings and directions to the Contractor to correct these deficiencies.
	(vi)	The C&S Consultant is required to ensure that drawings and documents produced at this phase shall be sufficiently detailed and contains sufficient information to meet Planning and Regulatory Authority requirement for granting Building Control approval and shall be fit for facilitating tendering and building construction.
	(vii)	The Project Manager will issue the complete tender documents to bidders. The C&S Consultant shall prepare all necessary drawings and documents for tendering and shall submit to the Project Manager a complete set of construction documents for approval prior to issuing to Tenderers.

(b)	<b><u>Specifications:</u></b>
	All design/construction specification documents are to be submitted to the PM at the completion of the project, in hard copy and electronic formats.
(c)	<b><u>Regulatory:</u></b>
	The C&S Consultant shall liaise and provide everything necessary to allow the PWD Architect to submit the construction documents to BCU at the earliest possible stage for expedition of approvals. The C&S Consultant is to use the following building codes: <i>International Building Code 2009</i>
(d)	<b><u>Consultation:</u></b>
	The C&S Consultant shall consult with the PM/Client during the construction document preparation to ensure the PM/Client is involved, and its operational and functional requirements are understood and satisfied.
(e)	Provide sufficiently detailed documents to enable a revised estimate of construction cost to be prepared by the Quantity Surveyor.
(f)	<b><u>Approvals:</u></b>
	The C&S Consultant shall present the construction documents to the PM/Client for comments and/or approval, at 33% completion, 66% completion and 100% completion.
<b>STAGE TWO: TENDERING PERIOD</b>	
The C&S Consultant shall assist in the completion of contract documents for contractor tendering as follows:	
(a)	Assist the PM with responses to RFIs during the tender period.
<b>STAGE THREE – CONSTRUCTION &amp; CLOSE-OUT PERIOD</b>	
(a)	<b><u>General:</u></b> The C&S Consultant shall assist the PM to administer the construction and quality of the project.
(b)	<b><u>Payment Certificates (Monthly):</u></b> The C&S Consultant shall assist the Quantity Surveyor (QS) to review, ascertain the veracity, of, and approve the Contractor' Monthly Valuations, and issue the appropriate Certificate of Payments.
(c)	<b><u>Change Management -</u></b> The C&S Consultant shall liaise with the PM and QS in negotiations with the contractor, in an expeditious time frame, to ensure <u>that Variation Instructions are valued and are signed off by all parties as the work proceeds.</u>
(d)	<b><u>Meetings -</u></b> The C&S Consultant shall attend the following meetings at a minimum; <ul style="list-style-type: none"> <li>▪ Pre-Construction Meeting (before contract commencement)</li> <li>▪ Site Meetings (as agreed by all stakeholders)</li> <li>▪ Pre Installation Meetings (before work of specialist subs commence)</li> <li>▪ Project Meetings (as agreed by all stakeholders)</li> <li>▪ Close-Out Meetings (as agreed by all stakeholders)</li> </ul>
(e)	<b><u>Progress Reports -</u></b> The C&S Consultant shall assist the PM with preparing the Monthly Progress Reports on the progress, cost and quality of the project.

(f)	<u>Submittals</u> - The C&S Consultant shall promptly review, approve/comment and return Contractors Submittals, in an expeditious manner to ensure the progress of the project is not delayed.
(g)	<u>Contractor RFI's</u> - The C&S Consultant shall respond promptly to Contractor RFI's related to the C&S elements in an expeditious manner to ensure the progress of the project is not delayed.
(h)	<u>Claims</u> - The C&S Consultant in conjunction with the PM and Cost Consultant (QS) shall make an initial review of Contractors Claims and advise the PM/client on its liabilities.
(i)	<u>Testing</u> <ul style="list-style-type: none"> <li>▪ Functional Performance Testing - The C&amp;S Consultant shall develop procedure to test the system components, as well as developing performance tests with pass/fail criterion. E.g. compaction tests, concrete slump tests etc.</li> <li>▪ The C&amp;S Consultant shall ensure testing procedures are conducted successfully according to the requirements of the specifications and shall report to MOE on all test results.</li> </ul>
(j)	<u>Authorities</u> - The C&S Consultant in conjunction with the PWD Architect shall liaise and coordinate with all Government Agencies including the DOP, CPA, BCU and other Government Departments and Authorities who have jurisdiction and keep them informed of progress of the project. The C&S Consultant in conjunction with the PM/PWD Architect shall liaise with the Contractor and Government Agencies with regard to the issue of the Occupancy Certificate.
(k)	<u>Utilities</u> - The C&S Consultant in conjunction with the PM/PWD Architect shall liaise and coordinate with all the Utility Companies and keep them informed of the progress of the project, and provide assistance to the PM/Client with regard to matters pertaining to maintaining existing service and providing new service.
(l)	<u>Close Out</u> - The C&S Consultant shall carry out Close - Out Exercises including; <ul style="list-style-type: none"> <li>▪ Check all works to ensure that it meets design and specifications</li> <li>▪ Monitor/Review &amp; Approve Contractor's preparation of As Built drawings</li> <li>▪ Liaise with Contractor and Authorities on issue of Occupancy Certificate</li> </ul>
(m)	Assist and Coordinate Owner's Commissioning Activities
(n)	Final Inspection - Carry out final inspection and project finalization activities.
<b>STAGE FOUR – DEFECTS PERIOD &amp; POST-OCCUPANCY</b>	
(a)	<u>Defects Period</u> - Monitor project during defects period including contractor's successful completion of defects and omissions within the warranty period.
(b)	<u>Post – Occupancy Phase</u> - In the event of any deficiencies throughout the warranty period, the C&S Consultant shall assist the general contractor to ensure that all matters/issues are resolved.
(c)	<u>Final Post-Occupancy Walk-thru</u> - The C&S Consultant shall prior to the expiration of the warranty period, conduct a final walk-thru to review the operation of the systems and identify any deficiencies for the general contractor to rectify.



Proposal No. AMR 10147

2 November 2018

Alan Robinson  
Public Works Department  
Box 10505 Grand Cayman KY1-1005  
Cayman Islands

**Attn: Mr Alan Robinson**

**Email:** [Alan.Robinson@gov.ky](mailto:Alan.Robinson@gov.ky)

Dear Alan,

**Re: Civil & Structural Engineering Design Services  
Smith Barcadere Facility Enhancement  
George Town, Grand Cayman, Cayman Islands**

Thank you for inviting us to submit a fee proposal for this project. Our understanding of this project, and your needs, is based upon the information provided to us on 23 October 2018 (email: Robinson/Manning). It is proposed to undertake Civil and Structural Engineering Design Services relevant to the proposed Smith Barcadere as outlined in the drawings provided.

#### **1 SCOPE OF SERVICES**

##### **Geotechnical Engineering**

Our geotechnical investigation would involve a visual survey of Ironshore, the excavation of approximately 6no. trial pits and a report that will present our findings, recommendations and conclusions.

Prior to commencing these works, we would require a proposed site plan in a CAD format as well as a topographical survey undertaken by a licensed surveyor showing existing grade levels.

##### **Structural Engineering**

We will provide: survey of existing structures, structural engineering design of all foundation structural elements, provision of structural AutoCAD drawings, specifications, notes and details from design through to building control approval. Please note, we will require the architectural AutoCAD drawings from which to develop our structural drawings.

##### **Civil Engineering**

We will provide: the civil engineering design of all primary civil elements listed below, provision of civil AutoCAD drawings, specifications, notes and details. Please note: we will require the

architectural AutoCAD site, finished floor levels and topographical drawings from which to develop our civil drawings.

- Survey of existing services and utilities
- Permanent surface water management system design (i.e. Storm Water Management Design), taking into consideration existing ponds and features.
- Water, Sewer, and underground utility design
- Site preparation and grading design
- Civil engineering design of footpaths, car parking, retaining walls and areas of hard standing
- Production of construction drawings and specifications for submittal to Cayman Islands Planning Department, National Roads Authority, the Building Control Unit. The package will be used to procure contractors for the work
- Design of sanitary sewer treatment and disposal facilities

### Site Observation

We recommend that our services are retained to review the construction process at certain times to confirm that construction is following design intent. This will be charged on an hourly rate basis. For budgeting purposes, you should anticipate approximately 3 site visits.

## 2 SCHEDULE

We estimate that, upon receipt of your instruction to proceed, we will be able to complete our structural drawings within 4 Weeks assuming completed architectural drawings are made available in timely manner.

## 3 FEES AND DISBURSEMENTS

General Requirements	CIS [REDACTED]
Design Development/Construction Documents	CIS [REDACTED]
Tendering Period	CIS [REDACTED]
Construction & Close-out Period	CIS [REDACTED]
Defects Period & Post Occupancy	CIS [REDACTED]
<b>Total</b>	<b>CIS 18,690.00</b>

We trust this proposal is satisfactory. We look forward to working with you on this project. Please do not hesitate to call us if you have any questions or require further information.

Thank you for your consideration.

Yours very truly,



MEng, BEng

For and on behalf of **AMR Consulting Engineers**