



June 16, 2020

Dear Potential Bidders

**Re: Bidding Document for Ballast Bay Slide – Road Rehabilitation and Slope Stabilization:
Addendum No.2**

In accordance with ITB 8.1, Amendment of the Bid Document, we hereby issue Addendum No.2 as a revision to the following sections of the Technical Specifications and Particular Conditions of Contract (PCC):

Technical Specifications:

- Section 103.19 – Extreme Weather
- Section 104.1 – Health and Safety Standards
- Section 104.13 – COVID-19 Construction Site Management Plan
- Section 106 – General
- Section 106.2 – Traffic Management Master Plan
- Section 106.3 – Hauling

Particular Conditions of Contract:

- GCC 2.3 (i)

The existing Technical Specifications and Particular Conditions of Contract (PCC) are superseded with the attached, updated Technical Specifications and Particular Conditions of Contract (PCC).

Please refer to the attached updated Technical Specifications

Original

Section IX. Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: <i>Caribbean Development Bank</i>
GCC 1.1 (s)	The Employer is <i>The Virgin Islands Recovery and Development Agency (RDA)</i>
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be <i>eight (8) months</i>
GCC 1.1 (z)	The Project Manager is <i>FDL Consult Inc</i>
GCC 1.1 (bb)	The Site is located at <i>Ballast Bay Road</i>
GCC 1.1 (ee)	The Start Date shall be <i>Fourteen (14) days after Contract signing.</i>
GCC 1.1 (ii)	<p>The Works consist of</p> <ul style="list-style-type: none"> • General site clearance and disposal • Demolition of existing section asphalt and reinforced concrete pavement • Demolition of existing reinforced concrete box culvert • Demolition of existing reinforced concrete retaining wall • Construction of 120m of reinforced concrete pavement <ul style="list-style-type: none"> i. The road carriageway will be a constant 6.0m road width ii. Placing and compaction of 200mm thick Subbase to the proposed road alignment to 95% compaction modified proctor. iii. Placing of 120m of 150mm thick concrete with 50mm thick asphalt overlay • Construction of 24m long by 5m high reinforced concrete retaining wall • Construction of 10m reinforced concrete bridge slab and box culvert • Construction of 30m long reinforced concrete wing walls to box culvert • Construction of 80m of reinforced box drains with metal gratings • Construction of 40m of river training works, trapezoidal stone pitching and berms to existing ghut • Construction of 70m of raised reinforced concrete sidewalk
GCC 2.2	Sectional Completions are: <i>Not Applicable</i>

GCC 2.3(i)	The following documents also form part of the Contract: <i>Environmental Guidelines (Non-Compliance will result in fine of 0.025% of the final Contract price per day and the maximum find for the whole of the works is 2.5% of the final Contract Price).</i>
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the <i>Laws of the Virgin Islands</i> .
GCC 5.1	The Project manager <i>may not</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>110% of the value of the works</i> . (b) For loss or damage to Equipment: <i>Full replacement cost, deductible 2.5%</i> . (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>US\$\$1,000,000.00</i> . (d) for personal injury or death: (i) of the Contractor's employees: <i>US\$\$1,000,000.00</i> . (ii) of other people: <i>US\$\$1,000,000.00</i> .
GCC 14.1	Site Data are: <ul style="list-style-type: none">• <i>Location Plan -BVI-1907-C-009-RSC-Sheet No.C-01</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>seven (7) days after the date of the Letter of Acceptance</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the BVI Arbitration Centre, Ritter House, Wickham's Cay, Road Town, Tortola, British Virgin Islands.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>Two Hundred and Fifty United States Dollars (250.00 US\$)</i>
GCC 24.4	<i>The Arbitration shall be conducted in accordance with the Arbitration Act 2013 of the Laws of the Virgin Islands.</i>
B. Time Control	

GCC 26.1	The Contractor shall submit for approval a Programme for the Works within <i>seven (7)</i> days from the date of the Letter of Acceptance .
GCC 26.3	The period between Programme updates is <i>twenty-eight (28)</i> days. The amount to be withheld for late submission of an updated Programme is <i>Three Thousand United States Dollars (US\$ 3,000.00)</i> .
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 44.1	The currency of the Employer's country is: <i>United States Dollars (US\$)</i> .
GCC 45.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45.
GCC 46.1	The proportion of payments retained is: 5%
GCC 47.1	The liquidated damages for the whole of the Works are <i>0.05% of the final Contract Price per day</i> . The maximum amount of liquidated damages for the whole of the Works is 2.5% of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is 0% of final Contract Price per day.
GCC 49.1	The Advance Payments shall be: <i>10% of the Contract Price</i> and shall be paid to the Contractor no later than <i>thirty (30) days from submission of the Advance Payment Guarantee</i> .
GCC 50.1	The Performance Security amount is (a) Bank Guarantee: 10% of the Contract Price. (b) Performance Bond: 10% of the Contract Price. A Bank Guarantee shall be unconditional (on demand) (see Section X, Security Forms). A Performance Bond is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer.
E. Finishing the Contract	

GCC 56.1	<p>The date by which operating and maintenance manuals are required is <i>Not Applicable</i>.</p> <p>The date by which “as built” drawings are required is <i>three (3) months after receipt of Certificate of Completion</i>.</p>
GCC 56.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 55.1 is <i>Three Thousand United States Dollars US\$ 3,000.00</i>.</p>
GCC 57.2 (g)	<p>The maximum number of days is: <i>thirty (30) days</i>.</p>
GCC 58.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>20%</i>.</p>

Amended

Section IX. Particular Conditions of Contract

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

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GCC 2.2	Sectional Completions are: <i>Not Applicable</i>
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <p><i>Health and Safety Plan</i></p> <p><i>Extreme Weather Management Plan</i></p>

	<p>COVID-19 Construction Site Management Plan</p> <p>Traffic Management Master Plan</p> <p>Environmental Guidelines (Non-Compliance will result in fine of 0.025% of the final Contract price per day and the maximum find for the whole of the works is 2.5% of the final Contract Price).</p>
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