

ANNEX C – SCOPE OF WORKS

2021-01 DPT Bus Wash Facility NRFP - Bus Wash Replacement

A. INTRODUCTION

The Department of Public Transportation (“DPT”) requires the installation of new bus wash station to replace the existing bus wash station that has been in service for over 20 years at the Fort Langton Bus Depot located at Palmetto Road, Devonshire, and Bermuda.

The Existing bus wash was supplied by N/S Corporation and is a Model System 3000A (1999).

The Successful Proponent must supply, install and commission a new bus wash facility in the same location on site as the existing bus wash facility and must provide both operational and maintenance training and support to ensure the timely and efficient commencement of service or the new bus wash station.

B. SUPPLY AND DELIVERY OF NEW BUS WASH STATION

1. Product Specifications

The successful proponent will supply a gantry style bus wash, complete with gantry assembly, all structures, equipment, controls and ancillaries to ensure a fully operational bus wash. Suitable for single deck buses approximately 30’ long x 10’ high x 8’ wide. All components must be manufactured from stainless steel, hot-dipped galvanised steel or rust proof synthetic materials.

2. Coordination with DPT Operations

The successful Contractor shall schedule their works to minimize disruption to the bus service through a safe and effective project management methodology. Coordination with the DPT day-to-day operations and services is a key part of this project. All parties must coordinate their work schedules with DPT noting that temporary arrangements may be needed to ensure operational and public service delivery standards. Time is an important factor to the success of this project and any delays must be clearly anticipated and stated in the project schedule.

3. Quality Control

The Successful Proponent agrees that bus wash station supplied shall be of quality to resist the corrosive marine environment of Bermuda, shall conform to the specifications provided and shall not be the cause of any damage to Government equipment.

In the event that the bus wash station supplied does not conform to the specifications, then the Successful Proponent shall remove and replace the non-conforming product and, accordingly, shall repair any equipment that has sustained damage as a result of the non-compliance. The Government and/or its agent reserves the right to review the data sheets for all equipment and parts supplied, at any time prior to final commissioning, for verification of specifications and/or detect the presence of any faults.

4. Deliverables

4.1. The Successful Proponent must deliver a fully operational bus wash designed to service the DPT bus fleet as described elsewhere. Other deliverables shall include full on-site training for bus wash operators and mechanics, service and parts manuals (electronic and paper versions), name, location and contact details of the service and parts dealer/supplier, warranty details and shipping to Bermuda dock.

5. Pricing

The Government seeks a pricing scheme from Respondents, which will be mutually beneficial and sustainable for both parties. See Annex B, Pricing Form, for additional information.

Regardless of method, the bus wash station must be supplied and installed to the designated site inclusive of all costs including, but not limited to, all freight, insurance, labour, and taxes.

Local import duty will be managed by the Department of Public Transport.

6. Invoicing

6.1. Payment to the Successful Proponent will be determined by verified progress of work on site.

6.2. Unscheduled deliveries and deliveries without an accompanying invoice is not permitted.

6.3. At a minimum, all invoices must itemise all equipment and materials delivered to the site, the delivery location and date of delivery.

7. Insurance Requirements

7.1. The Successful Proponent, and each of their subcontractors carrying out activities under the Contract, shall provide and maintain during the term of the Contract:

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Commercial General Liability insurance subject to limits of not less than One Million United States Dollars (USD 1,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used.

- 7.2. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employer's liability, owner's protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. The Government of Bermuda is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.
- 7.3. The successful proponent must provide a copy of their policy (not Certificate) and that of each of their subcontractors carrying out activities under the Contract as a pre-condition of contract award.

8. Worker Qualifications

All personnel engaged in the execution of this contract(s) shall be in the possession of a current license or certificate of competence applicable to the particular function being performed. The successful proponent shall provide a competent representative to be constantly on site during the supply, installation and commissioning stages. The successful proponent's representative shall, at all times, be in full control and be responsible for all activities and all phases of work, including those portions of the work performed by sub-contractors, as/if applicable.

C. BUS WASH INFRASTRUCTURE UPGRADE

1. Current and Future States

The current bus wash station will be required to be replaced with a new energy efficient and water saving facility.

2. Construction Management Plan (NRFP submission requirement)

Throughout the Contract, the successful proponent shall provide ongoing project management to ensure that a comprehensive project plan is developed, executed, monitored, reported on, and maintained. The Vendor(s) shall provide overall project management for all project components, including day-to-day management of vendor(s) staff and production of required deliverables.

Respondents are required to provide a Construction Management Plan with their submission and must include the following, at a minimum:

- 2.1. Detailed Project Plan that outlines all tasks needed to complete the Scope of Services.
- 2.2. Construction timeframes including milestones and critical path items.
- 2.3. The DPT site poses a potential threat to Bermuda's only fresh water lens. Respondents are to analyse the requirements of the site and ensure that all Department for the Environment and Natural Resources (DENR) requirements are met with regard to wastewater discharge.
- 2.4. A site safety plan showing work areas and how those areas are to be separated from other operational areas during the project reflecting any phased nature of the work and clearly indicating the phases proposed.
- 2.5. The Respondent's Health and Safety practice document adapted to the site specifically. These include method statements on incident and accident reporting noting that OSHA regulations require a logbook to be kept as well the Department of Health OSH Officer to be informed within 24 hours of any incident.
- 2.6. Statement showing understanding of permits and licenses required.
- 2.7. Contact list indicating name, phone number and email address for Contract Manager, Site Supervisor, etc.
- 2.8. Construction access routes, on-site parking and Palmetto Road traffic management plan for equipment delivery to site are to be developed in conjunction with DPT management.
- 2.9. Construction methodology and mitigation measures to be employed where relevant such as:
 - 2.9.1. Method statement on how to deal with chemical/cleaning product spills with contact information of who to contact at DENR.

3. Permits, Regulations and Related Matters

- 3.1. The successful proponent shall provide supporting documentation not limited to shop drawings and specifications required to submit an application for a Building Permit, any licences required and approvals required in connection with services and works pursuant to

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this NRFP. The costs of obtaining permits, licences and approvals shall be the responsibility of the Department of Public Transportation with the cost of preparing and supplying any supporting information remaining the responsibility of the Successful Proponent.

- 3.2. Where the Successful Proponent is required by applicable Laws to hold or obtain any such permit, licence and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by the Government shall be considered an approval by the Government for the successful proponent to carry on such activity without the physical requisite permit, license or approval being produced.
- 3.3. Permits, regulations, and codes required to be followed by the successful proponent include, but are not limited to, the following:
 - 3.3.1. Bermuda (Commercial) Building Code 2012
 - 3.3.2. Bermuda Mechanical Code 2014
 - 3.3.3. Bermuda Fire Code 2016
 - 3.3.4. National Fire Protection Agency Standards (NFPA)
 - 3.3.5. Bermuda Electrical Code 2014
 - 3.3.6. The National Electrical Code (NEC 2011), also known as NFPA 70
 - 3.3.7. Department of Environment and Natural Resources' "Risk Based Corrective Action" (RBCA) Guidelines
 - 3.3.8. Spills On The Sea Response Procedure (covers spills of contaminants in general)
<https://www.gov.bm/spills-on-the-sea>
- 3.4. Planning Permission
 - 3.4.1. DAP 1 application is not required provided the new bus wash can be accommodated in the same footprint on site as the existing bus wash.
 - 3.4.2. If Planning application is required, due to a design proposal extending beyond the current bus wash footprint please note that a DAP 1 Planning application process requires a mandated two-week public notification period. In total, a maximum of ten (10) weeks should be anticipated to achieve Planning permission if required.
- 3.5. Building Permit
 - 3.5.1. A Commercial Building Permit is required
 - 3.5.2. As this is a Government Project for Government use, there are no Building Permit fees payable (ref: Building Act 1988, Government is exempt)
 - 3.5.3. Compliance with the Bermuda (Commercial) Building Code 2012 is required
 - 3.5.4. Compliance with the Bermuda Mechanical Code 2014 is required
 - 3.5.5. Stamped certified/registered Engineering shop drawings are required to be submitted for the Building permit application. An Engineer registered in Bermuda is required to stamp all drawings for the building permit application. Proponents are required to include the cost to engage a local Bermuda registered engineer for this purpose.
- 3.6. Compliance with Bermuda Fire Code 2016, which requires compliance with the National Fire Protection Agency Standards (NFPA-70).

4. DPT Palmetto Bus Wash Replacement

- 4.1. The project will include the following works:
 - 4.1.1. Install new bus wash facility within the footprint of the existing bus wash facility.
 - 4.1.2. Connect into existing underground water supply and drainage systems. Upgrades may be required to accommodate a new bus wash.
 - 4.1.3. Connect into existing electrical supply system. Upgrade to electrical panel may be required and is to be determined and any costs included in the submission price.
 - 4.1.4. Observe the Department of Environment and Natural Resources' ("DENR") 'Risk Based Corrective Action (RBCA) Guidelines' ("RBCA Guidelines") during installation and commissioning of new bus wash facility.
 - 4.1.5. The Successful Proponent must make good the existing paving stone driveway around the new bus wash facility at the conclusion of the project if the driveway has been affected in any way during the installation process.

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4.2. Notes

4.2.1. In terms of design documentation, the Successful Proponent is expected to produce the drawings and specifications required that will meet the Code, Standards and Legislative requirements.

4.2.2. The area designated for the bus wash facility is located within a Water Protection Area and in close proximity to an area of Woodland Reserve. The Department of Planning, supported by DENR, have confirmed that an Environmental Impact Statement (EIS) will not be required to be submitted with a Building Permit application. However, any spills of any potential contaminants must be dealt with under the RBCA Code and “Spills on the Sea Response Procedures” to protect the fresh water lens.

4.3. Projects/Matters Out of Scope

For information purposes only, other related projects required and being undertaken to meet Environmental Legislation and are **not** part of the bus wash replacement works include:

4.3.1. Cleaning out the existing site drainage system to capture runoff water from bus washing activities.

4.3.2. Cleaning out and oily water filtration systems to properly contain waste oil or oily water deposits from the bus wash activity.

4.3.3. New, or clean out and upgrade to existing soakaways that drain into the neighbouring golf course land and ponds.

4.3.4. New spray painting facility (in location of existing spray-painting facility), adjacent to the bus wash facility.

D. EQUIPMENT USE, OWNERSHIP, MAINTENANCE AND REPAIR

1. Equipment Ownership

The Successful Proponent shall supply, install and commission all bus wash station equipment.

In addition, the successful proponent shall be responsible for protecting and maintaining all equipment and systems in good working order at no cost to the Government until successfully commissioned into service. All new and replaced equipment (“Equipment”) shall remain the property of the Successful Proponent throughout the term of the contract. The Successful Proponent, by participating in this NRFP, agrees the Equipment shall become the property and responsibility of the Government at the end of the contract.

2. Equipment Maintenance and Repair

2.1. The Successful Proponent shall be responsible to maintain in good mechanical order and condition and bear all associated costs throughout the duration of the contract all other equipment at the bus wash site including, but not limited to, the following:

2.1.1. Sumps and Drainage

2.1.2. Water Tank Discharge Sumps

2.1.3. Pumps

2.1.4. Environmental Monitoring

3. Equipment Use

The Government shall use the Equipment in accordance with the manufacturers’, Successful Proponent’s or Successful Proponent’s nominee’s instructions for use. The Government shall not make any alterations, additions, attachments or adjustments to the Equipment without the written permission of the Successful Proponent. Such permission shall not be unreasonably withheld.

4. Bus Wash Operational Training

The Bidder will be responsible for all operator personnel training, including the provision of a schedule, training manuals, documents and completion certification. Training will be undertaken on-site at the DPT and will be completed prior to the formal hand-over of the bus wash to the DPT.

There is a fully equipped training room on site with audio visual systems if required.

The total number of personnel to be trained is seven. Three maintenance and four operator personnel.

5. Bus Wash Maintenance Training

The Bidder will be responsible for all maintenance personnel training, including the provision of a schedule, training manuals, documents and completion certification. Training will be undertaken on-site at the DPT and will be completed prior to the formal hand-over of the bus wash to the DPT.

There is a fully equipped training room on site with audio visual systems if required.

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6. Equipment Damage (Defects Liability Period)

The Government shall notify the Successful Proponent promptly and without undue delay of any damage to or defect to the equipment supplied within the defects liability period, (all of which are referred herein as “Damage”). The successful proponent shall, at its own expense and without undue delay, repair or replace any equipment or part thereof where Damage has occurred as a result of inherent fault or defect, provided that the damage was not caused by negligence or wilful act of the Government. Where damage to equipment occurred as a result of negligence or wilful act of the Government, the Government shall, at its own expense and without undue delay, repair or replace any Equipment or part thereof at the Successful Proponent’s direction.