

9 - Novation of Consultants

Background

The Employer has previously completed Phases I & II of the project under a traditionally procured lump sum contract arrangement.

Under these contract the works were designed by the following consultants

- Architecture – OMB International from Antigua
- Structural/Civil – BBFL from Trinidad
- MEP – EDC from Trinidad

For the procurement of Phase 3A, under the GMP/D&B contract described in these documents, the Employer has retained the services of BBFL and EDC to advise on the compilation of the engineering aspects of the Employer's requirements.

These two consultants has detailed knowledge of the site generally and the engineering aspects of the Hillside and Beachfront units previously constructed; the Employer wishes to retain this knowledge in the design and construction of Phase 3A.

The Employer has obtained from these consultants fee proposals for the design services for the project, copies of which are attached. The Employer requires that the agreements with these two consultants be novated to the successful bidder for the project.

The Contractor is to make due allowance within the bid for the costs associated with these agreements as well as for any extension of the services that the Contractor may require the novated consultants to perform as well as any and all risks that the Contractor may in his opinion assess as being inherent in the agreements.

The proposed novation agreement; see Appendix I – Novation agreement.

Signature of the novation agreements with the consultants shall be a condition precedent to the payment of any monies under or in connection with the contract for construction of the works.