



CONFERENCE REPORT

Report date: 05 December 2007
Conference subject: New Cayman High Schools – Pre-Tender Conference – Follow-Up
Conference date: 30 November 2007
Conference location: Ministry of Education – Conference Room
Project number: 20706.01
Project name: New Cayman High Schools
Report by: Powell
Participants: Reference Attached Sign-in Sheet
C: All participants

The summary following constitutes the writer's understanding of basic matters discussed and any conclusions reached. The following summary is hereby issued for convenience to the participants and shall not be considered as a part of the Contract Documents for the subject project.

The following is the summary of the conference report:

1. Opening Comments:

- a. Ministry Chief Officer, Mrs. L. Angela Martins (AM), opened the meeting by thanking all in attendance for attending the initial pre-tender meeting on 26 November, 2007 and also for attending this follow-up conference. AM stated that this meeting was the latest in a series of meetings dating back into the design phase in which the Contracting Community was engaged in the interest of creating a team understanding towards the realization of 3 new High School Campuses. AM noted that the CTC was aware that the meetings prior to and including this were occurring. The primary purpose of these meetings was to engage the Contracting Community noting the reality of the High School projects, and to seek valuable input into their construction. AM stated that one of the primary issues facing CIG is the matter of absolute transparency with regard to all operations. This is particularly true for project tendering and execution; specifically for ones of this magnitude. Evidence of this is the posting of the Minutes for the 26 November on the Ministry website. Minutes of today's meeting will also be posted to the Ministry website. The issue of transparency is critical for the Ministry to ensure that value for money and efficiency is obtained for Government projects in an objective manner. AM stated that she is very excited about being a part of initiating a journey with the Contracting Community as partners to build the 3 New High School Campuses.



- b. AM stated that there were 3 main issues which surfaced from the 26 November meeting
 - i. Contract Issues [General Conditions]
 - ii. Phasing Issues
 - iii. Tender Return Dates [Project Completion Dates]
- c. AM stated that in addition to these main issues its important for all to understand that the scheduled dates for the 3 Campuses to be ready to house students, is not a political project requirement. Rather, it is a objective reality that accommodation is realized for approximately 2000 students; most of which are currently using facilities which have not changed and cannot house the current student population. Modular classroom purchases, ongoing maintenance issues, mold remediation, etc. are bleeding operations and resources. Had the Ministry started a construction program 10-15 years ago, we wouldn't need to be meeting now. Equity for Children is a problem. Services to and for children are the motivation behind the projects. AM stated that the New High Schools are much more than bricks and mortar and that given this motivation, the Contractor(s) who join the Ministry on this Journey, will be doing so by playing a major part of giving the children rights that they deserve. All 3 schools must be built due to equity for students and to accommodate the current and forecasted student population.

2. Contract Issues [General Conditions]

- a. Ministry Director of Facilities Management, Dave Smith (DS), introduced the matter of Contract Issues by describing the hours spent between the 26 November meeting and today. The effort included input from Ministry representation along with the Architects, Crown Council, and CIG risk management. David Powell (DP) described some of the fundamental changes to the General Conditions which will be communicated to the Tendering Contractors officially via Addendum.
 - i. The role of the Bills of Quantity and the role of the Quantity Surveyor will be changed to reflect that the Bills of Quantity will be the controlling document in determining the measurement of the Work. Tendering Contractors will be able to rely on the Quantities conveyed to determine the Lump-Sum/Fixed Price. Specifically, Articles 1.1.9, 1.2.4, and 1.2.5 will be adjusted. Discrepancies between the Bills of



Quantity and the Drawings/Specifications will result in a change in an additive or deductive change to the contract sum.

- ii. Article 3 will be changed to indicate the imported materials for this project will be exempt from taxes, tariffs, and other types of import duty. Article 3 will also revert back to standard AIA language with regard to indemnification.
- iii. Claim Notification time limits identified in Article 4 will be changed back to standard AIA limits at 21 days.
- iv. Changes in Article 7 will focus on the role that the Bills of Quantity and the Quantity Surveyor will take in administering changes in the Work. Language will be adjusted to clarify the role of the Bills of Quantity in additional or deductive work.
- v. Changes in Article 9 include a reduction in the amount of retention which will be held during the construction period and will clarify the timing of the release of that retention amount. The retention amount will be reduced from 10% to 5% until substantial completion; and further reduced to 2.5% until final completion. The definition of Final Completion will also be clarified to include the warranty period.
- vi. DS stated that after discussion with CIG risk management, the Ministry will like the option to provide aspects of insurance defined in Article 11; specifically builders risk and property insurance. Changes will be made and issued in an addendum. There will also be a line item on the form of tender for Contractors to provide an alternate for Contractor provided insurance amounts.
- vii. Vaughan Carter (VC) clarified the three reasons for changes to the standard AIA General Conditions.
 - 1. Inclusion of the Bills of Quantity and the QS into the contract.
 - 2. Architects supplemental conditions based on experience in school design and school construction projects.
 - 3. Merging of GCWorks1 to address local practice.
- viii. VC stated that the contract was reviewed thoroughly with regard to the above and that wherever possible and/or feasible, standard AIA language has been reinstated.



- ix. Further clarification was requested to ensure substantial completion, occupancy, and final completion identified in the summary of work aligned with the General Conditions. DP stated that this would be considered, coordinated, and issued via Addendum.
- x. AM asked if there were any specific questions regarding the proposed changes to the General Conditions. It was requested that time limits for claim notifications, etc. would revert to the standard AIA language (21 days). DS confirmed that this request was accepted and the document would change to reflect this.
- xi. A question was asked as to who would be responsible for working with the authorities having jurisdiction when obtaining partial/substantial completion, building permits, and occupancy certificates. AM/DS clarified that the Design/Ministry team will be working with BCU to determine the most efficient manner in which to permit the work. DS stated that the Contractor will be responsible to drive the effort of scheduling walk-throughs, inspection, etc. towards partial occupancy. AM committed the Design/Ministry team to assist the Contractor in completing that task.
- xii. AM commented that the need for partial occupancy for academy buildings will be necessary to ensure that not only FFE and technology would have time to be properly commissioned, but it would also afford the teachers time to begin training exercises in place.

3. JGHS Phasing Issues

- a. DP acknowledged that JGHS phasing strategies previously described in the brief scope of works was challenging. In an effort to make the phasing strategy for JGHS more palatable, the Ministry/Design team worked through a revised phasing plan described below:
 - i. Phase 1 will include the selective demolition of the existing JGHS home economics buildings; the construction of building types 01, 02, 03, 04a-c, 06, and surrounding siteworks to substantial completion by 1 July, 2009.
 - ii. Phase 2, commencing on or around 1 July, 2009, will include the demolition of the remaining JGHS facilities (with the exception of the existing assembly hall) and the construction of building types 04d, 08, remaining siteworks, and sports fields to be complete in December of 2009.



- b. Contractors acknowledged and agreed that the revised phasing strategy would enable them to move forward with JGHS aggressively and the 1 July, 2009 completion date was achievable.
- c. Accordingly, Specification section 01110, Summary of Work, and the phasing diagrams will be issued along with the General Conditions as an addendum.

4. Tender Return Dates

- a. DS suggested that the Tender Return Date for JGHS remain at 21 December, 2007 as advertised. DS reasoned that this would afford the maximum time for construction on what is arguably the most challenging site. DS then suggested that Tender Return Dates for BSHS and CHHS on 14 January and 4 February, 2008 respectively. Hadsphaltic, Arch & Godfrey (A&G), and Phoenix all stated that to return tenders on these dates would be impossible. Some Contractors reasoned that the impossibility was due to the amount of measurement required for the MEP/FP trades and the complexity of putting multiple qualified MEP scenarios together to complete the Tender.
- b. Based on the Contractors response, DS then presented a fallback position from the Ministry for Tender Return Dates to be JGHS – 14 January, 2007; CHHS – 08 February, 2008; BSHS – 15 February, 2008
- c. DS explained that the end dates for the contracts cannot change and that acceleration strategies and or additional resources must be added to the construction effort to ensure that completion dates are met.
- d. In General, the Contractors agreed that they would rather have the additional time during the bid period and that if afforded the additional time, the completion dates would be met.
- e. Minister of Education Hon. Alden McLaughlin reinforced his commitment that all 3 High School Campuses would be open for students for September 2009. Minister McLaughlin stated that he did not mind the haggling over bid time and tender return dates so long as everyone understands that the Schools must be completed on time and that there will be no movement on the completion dates.
- f. A&G commented that extending the bid dates would afford the Contractors time to present a more complete and accurate tender amount and would make the construction period more



efficient. A&G stated that the time spent in the bid period could easily be made up in the construction period allowing the completion dates to be achieved.

- g. VC and DS suggested that following award notification for JGHS, a potential bidding strategy for the 2 remaining schools would be to bid them close enough together that award for these schools could occur simultaneously affording the most time possible for the construction period. This would require the Contractors to provide alternate MEP/FP tenders on the bid form. AM reinforced that a clean and precise CTC review process for the Tenders is paramount. No commingling of the Tenders for the 2 schools would occur.
- h. A&G suggested that knowledge of award for each school would generally be better for the projects.
- i. It was again suggested that a public tender opening would help resolve any delay in returning tenders for the 2nd and 3rd schools. AM commented that one problem with the public opening is that the award criteria is not solely based on price. A&G countered that although the evaluation criteria only appoints 55% for price, the remaining criteria is negligible.....price would control. A&G further commented that it was understood that the end dates for the projects will not change; and the successful Contractor will be committed to those dates. AM stated that a public tender opening would have to be approved by CTC. AM stated that she would approach CTC with such a request as early as this afternoon.
- j. Minister McLaughlin expressed concern that the extension of the tender return dates such that knowledge of the 1st award was known prior to the 2nd and same for the 3rd, the award for the 3rd School may not be given until the end of March 2008. Hadsphaltic respectfully commented that they would rather have a longer tender period and that they fully understand the commitment to the completion date(s).
- k. Providing BSHS and CHHS projects with an earlier completion date was discussed. A&G and others commented that while there are fewer square feet at these schools, there are other complexities and to move the 1 July, 2009 date forward would not be possible.
- l. A&G congratulated the Ministry team for the efforts in brining the Contractor's issues to the table and truly working with the Contracting community to ensure the proper completion of the High School Campuses. A&G commented that the Ministry team has responded to the Contracting Community very well. A&G commented that they were amazed of the quickness



of the response. And credit should be awarded to a fine job. A&G recalled that this meeting represented the 4th time the Ministry had engaged the Contracting Community which is evidence that a spirit of working together toward a common goal is present.

- m. DS commented that for these projects to be successful it would require a team effort. The projects would not be as far along without the involvement of the Contracting Community.
- n. Based on all of the tender return date discussion, the final tender return dates are as follows:
 - 1. **JGHS – 21 January, 2008**
 - 2. **CHHS – 11 February, 2008**
 - 3. **BSHS – 29 February, 2008**
- o. A&G described the importance of the start dates for each project. The tender award process cannot be delayed. DS stated that the contracts would be prepared the day the award letter is received by the successful contractor.
- p. A&G also restated a question about fluctuation clauses for specified material. DS stated that the Ministry team will research the feasibility of including such clauses in the General Conditions and the outcome of that research will be evident via Addendum.
- q. It was requested that no drawing or specification alterations would be issued as further addenda to the projects. AM clarified that any changes to the documents or specifications, whether initiated by BCU or Design changes, would be communicated as post-bid – pre contract adjustments.
- r. Phoenix commented that the specifications indicate an extensive testing procedure for assemblies with full-size mock-ups. DS stated that without being proprietary, the intent is that the necessary testing be completed one time for all 3 schools. Phoenix stated that the concern is more on the build period. Rick Dewar (RD) stated that the performance criteria are a specific requirement of the NHC. RD stated that the laboratories capable of conducting the testing should be contacted as soon as possible.

