



REQUEST FOR PROPOSAL

SANGSTER INTERNATIONAL AIRPORT

**PROJECT MANAGEMENT SERVICES
FOR MASTER PLAN PROJECTS**

MARCH 2023

TABLE OF CONTENTS

PART I INVITATION AND INSTRUCTIONS	3
1.0 INTRODUCTION.....	4
2.0 INVITATION.....	4
3.0 PROFILE OF QUALIFIED PROPOSER.....	4
4.0 PROPOSAL SECURITY.....	5
5.0 CLOSING OF PROPOSALS.....	5
6.0 PROPOSER BRIEFING.....	5
7.0 REQUEST FOR PROPOSAL DOCUMENTS.....	6
8.0 INTERPRETATION AND MODIFICATION OF DOCUMENTS.....	6
9.0 SUBMISSION OF PROPOSAL.....	7
10.0 NO OBLIGATION ON THE PART OF MBJ AIRPORTS LIMITED.....	9
11.0 QUALIFICATIONS AND MODIFICATIONS S.....	10
12.0 CORRECTION OF ERRORS.....	10
13.0 TAXES.....	10
14.0 EVALUATION.....	11
15.0 SELECTION OF PROPOSER.....	11
16.0 OTHER PROVISIONS.....	12
17.0 CORRUPT AND FRAUDULENT PRACTICES.....	13
18.0 CONFLICT OF INTEREST.....	14
PART II SCOPE OF SERVICES	15
1.0 SCOPE OF SERVICES.....	16
PART III FORM OF PROPOSAL	32
FORM OF PROPOSAL.....	33
SCHEDULE A – COMPANY PROFILE.....	36
SCHEDULE B – PROJECT MANAGEMENT EXPERIENCE.....	39
SCHEDULE C –OUTLINE SERVICES DELIVERY PLAN.....	40
SCHEDULE D – PROJECT ORG CHART & QUALIFICATIONS.....	41
SCHEDULE E – KEY PROFESSIONALS.....	42
SCHEDULE F – PRICING SUMMARY.....	43
SCHEDULE G – HOURLY RATES FOR VARIATION.....	46
SCHEDULE H – CORPORATE AND FINANCIAL REFERENCES.....	47
PART IV DRAFT CONSULTANCY CONTRACT	48
DRAFT CONSULTANCY CONTRACT.....
PART V APPENDIX DOCUMENTS	
APPENDIX A - SPECIMEN ADVANCE PAYMENT GUARANTEE.....

PART I
INVITATIONS AND INSTRUCTIONS

1.0 INTRODUCTION

MBJ Airports Limited operates Sangster International Airport (“the Airport”) through a partnership between Grupo Aeroportuario Del Pacifico (“GAP”) of Mexico and Vantage Airport Group of Canada through a Concession Agreement with the Government of Jamaica for thirty (30) years which commenced in 2003.

The Airport serves as the primary gateway to Jamaica and facilitates the transit of more than 80% of tourists arriving on the island and served over 4.356 million total passengers in 2022.

Sangster International Airport connects Jamaica to more than 35 direct international destinations and beyond connections worldwide.

2.0 INVITATION

MBJ Airports Limited (“MBJ”) is seeking to engage a suitably qualified consulting firm (“Consultant”) to provide Project Management Services for the Master Plan Projects (“the Project”) and is inviting qualified firms to submit a Proposal (“Proposers”) in response to this Request for Proposal (“RFP”). The Project is described in greater detail in the Scope of Services.

As detailed in the Scope of Services outlined in Part II of this RFP, the selected Consultant is expected to carry out Project Management Services for the construction phase of the Master Plan projects at Sangster International Airport. The master plan projects are Immigration Expansion, Security Expansion, Check in Hall Expansion, Gates 1-7 Renovation, Gates 6 and 7 Expansion, Air-Sea Lounge Renovation, East Concourse Expansion and Landside Development (Parking and Roads).

Proposers must submit all information requested on the Form of Proposal and accompanying Schedules that follow these instructions.

Note: MBJ reserves the right to add or remove Proposers at its sole discretion and not to accept any Proposal submitted, and may seek additional or further Proposals from any other party or parties. MBJ also reserves the right to retain proposals submitted in connection with this RFP at its sole discretion.

3.0 PROFILE OF QUALIFIED PROPOSER

MBJ is dedicated to providing the highest level and quality of service to airlines and users of the Airport in all facets of activities associated with the Airport, including its own supply chain management. MBJ strives to minimize costs and maximize efficiency in its requirements. To ensure that this is achieved, the successful Proposer must:

- a) Demonstrate experience and success in the project management services.
- b) Be an established airport engineering or similar company with demonstrable international experience in providing project management services.
- c) Have competent staff to deliver the components of the project in keeping with the standards for an international airport.
- d) Have the financial capacity to deliver the service.
- e) Share MBJ’s desire to provide excellent customer service, and high environmental and quality standards at the best possible cost.

4.0 PROPOSAL SECURITY

A non-refundable Proposal Security of One Thousand United States Dollars (USD1000) must be submitted along with the proposal. The Proposal Security may be in the form of a manager's cheque or credit card transaction (written request to utilize credit card transactions must be sent via email to Shervan Goslin at sgoslin@mbjairport.com). In the case of cash, the Proposal Security may be remitted to MBJ's account below, and evidence of the transaction confirmation remitted to MBJ on or before the Closing of Proposals.

Local Bank Account Information:

BANK NAME: BANK OF NOVA SCOTIA JAMAICA LTD
TRANSIT NUMBER: 50765
ACCOUNT NUMBER: 985449
ACCOUNT TYPE: SAVINGS
BENEFICIARY: MBJ AIRPORTS LIMITED

All other forms must be deposited in accordance with the Submission Procedure at Clause 9.0.

5.0 CLOSING OF PROPOSALS

Sealed proposals in packages marked **“Request for Proposals RFP# BU2307 PROJECT MANAGEMENT SERVICES** will be received by MBJ Airports Limited by **April 19, 2023, at 3:00 p.m.** (“Closing Time”), and then privately opened.

Proposals must be submitted in ONE (1) ORIGINAL

Attention: Shervan Goslin
Purchasing Manager
MBJ Airports Limited
Sangster International Airport
Montego Bay, Jamaica

AND ONE (1) ELECTRONIC COPY to:

<https://mbjairport-my.sharepoint.com/:f:/p/sgoslin/EvROTchU3w1BI40a6TCF-0gBIz00DNMquKjmbNnasaDh3Q>

MBJ, at any time and at its own discretion, may extend the Closing Time to give Proposers additional time to complete their Proposals.

6.0 PROPOSERS BRIEFING

Proposers should familiarize themselves with local conditions and take them into account in preparing their Proposal. Attendance to the pre-proposal meeting is highly recommended. The meeting will be held by videoconference on **March 23, 2023 at 11:00AM** and the details will be shared with companies that show interest in participating.

7.0 REQUEST FOR PROPOSAL DOCUMENTS

7.1 The “Documents” consist of:

1. These Instructions

2. Scope of Services
3. Form of Proposal
4. Schedules to Form of Proposal:

TECHNICAL PROPOSAL (“ENVELOPE 1”)

The proposal documents shall comprise the:

- A. Form of Proposal duly completed, signed and sealed
- B. Schedule A – Company Profile
- C. Schedule B – Project Management Experience
- D. Schedule C – Outline Services Delivery Plan
- E. Schedule D - Project Org Chart & Qualifications
- F. Schedule E – Schedule of Key Professionals

ECONOMIC PROPOSAL (“ENVELOPE 2”)

The proposal documents shall comprise the:

- G. Schedule F - Pricing Summary
- H. Schedule G - Hourly Rates for Variations
- I. Schedule H - Audited Financial Statements and Financial References

5. Appendices to Form of Proposal
 - A. Specimen Advance Payment Bond
 - B. Draft Consultant Contract

- 7.2 Proposers should ensure that they receive all components that make up the “Documents” as set out in Clause 7.1.

8.0 INTERPRETATION AND MODIFICATION OF DOCUMENTS

- 8.1 Definitions of terms are set out in these RFP Documents.
- 8.2 MBJ may issue additional information, clarification or modification of the Documents by written Addendum at any time prior to the Closing Time. MBJ shall not be bound by oral or other informal explanations or clarifications not contained in such Addenda. When an Addendum is issued it is to be acknowledged as per the form.
- 8.3 MBJ will consider written questions received by **March 29, 2023**. All written enquiries must be directed to the attention of Shervan Goslin, Purchasing Manager Telephone: 1-876-952-2712, Email: sgoslin@mbjairport.com, or at the address set out in Clause 5.0.
- 8.4 All Requests for Proposal submissions must be in writing and received before Closing Time at the address set out in Clause 5.0.
- 8.5 Proposers shall immediately notify MBJ in writing should they find any inconsistency, discrepancy, ambiguity, error or omission in the Documents.
- 8.6 Proposers, if uncertain or in doubt as to the intended meaning of the Documents, or of any term in the Documents, may submit to MBJ a written request for clarification using the contact information at 8.3 above.
- 8.7 Proposals must be submitted in electronic means and hard copy as per Clause 5.0 above.

- 8.8 Proposers using any electronic transmissions to make inquiries relative to their Proposal assume the entire risk that the e-mail or facsimile document will not be properly received by MBJ, on time or at all, and that all other requirements herein will be satisfied. MBJ shall not be liable to the Proposer if its e-mail document is not properly received on time or at all due to the malfunctioning of MBJ's equipment, the errors or omissions of MBJ's employees or agents, the interruptions or inability to obtain connection with MBJ's equipment, insufficient paper supply for facsimile machines or for any reason whatsoever.
- 8.9 All written addenda issued by MBJ before Closing Time shall be delivered to all Proposers who have received Documents according to the records of MBJ. All addenda shall be incorporated into and become a part of the Documents.
- 8.10 Proposers shall complete the Form of Proposal acknowledging receipt of all addenda.
- 8.11 Proposers shall examine all Documents relating to this RFP and make an independent judgment as to the circumstances and conditions affecting the business opportunity of their Proposal. Failure on the part of Proposers to examine and investigate thoroughly shall not be grounds for any claim that Proposer did not understand the conditions of this RFP.
- 8.12 As part of the evaluation process, all Proposers are strongly encouraged, at their cost, to attend the site visit on the day of the Pre-proposal Meeting in order to assess all the areas, components and units required for satisfactory preparation of the Proposal and discharge of contracted obligations, if successful.
- 8.13 Each Proposer shall, before submitting its Proposal, thoroughly examine and assess the requirements and specifications set out in this RFP, the equipment and materials needed, all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements and other circumstances which may affect its Proposal. Submission of a Proposal constitutes a representation by the Proposer that it is familiar with and accepts all of the foregoing.
- 8.14 MBJ does not warrant or assume any legal liability or responsibility for the accuracy, completeness, interpretation or usefulness of any information or process disclosed, to the extent that each Proposer should undertake its own due diligence checks.
- 8.15 The terms and conditions of the executed contract for the provision of this service to the Airport supersede the contents of the RFP and all associated documentation

9.0 SUBMISSION OF PROPOSAL

- 9.1 Proposals must conform to all Instructions.
- 9.2 The Proposal may be submitted as ONE (1) ORIGINAL AND ONE (1) ELECTRONIC COPY uploaded to MBJ'S DROPBOX (see link below) followed by ONE (1) ORIGINAL COPY.
- 9.3 MBJ shall receive proposals at its offices referred to in Clause 5.0 or the link shared referred at Clause 9.6 before Closing Time. Any Proposal or its modification received after Closing Time will be declared late and rejected, and shall be promptly returned unopened. Proposals sent by facsimile or email will not be accepted. Proposers accept all risks of late delivery of Proposals if hand delivered or sent by mail and/or courier. In no event will MBJ be responsible for the timely submission of Proposals by the Closing Time or otherwise.

9.4 Proposals shall be prepared and completed on the attached forms, with all schedules fully and properly completed. Please complete in ink or type, **pencil is not acceptable**. Should there be insufficient space on the Form of Proposal or Schedules, additional sheets appropriately marked and identified, may be attached. No additions, deletions, interlineations or modifications shall be made to the Form of Proposal or Schedules. For clarity, Proposers are permitted to incorporate the Form of Proposal and Schedules onto a corporate template and are solely responsible for ensuring that all required information has been incorporated.

9.5 Where Proposals are submitted to the office they shall be submitted in a sealed envelope bearing the name and address of the Proposer and marked:

“Request for Proposals RFP# BU2307 – PROJECT MANAGEMENT SERVICES FOR MASTER PLAN PROJECTS.

If envelopes and packages with the Proposal are not properly sealed and marked as required, MBJ will assume no responsibility for the misplacement, loss or premature opening of the Proposal.

9.6 The Proposal may be submitted electronically by uploading to the link which is accessible at this link described in Clause 9.2 above. Proposer wish to submit its Proposal electronically, upon request to the individual noted in Clause 8.3 it shall be provided with unique credentials to do so.

9.7 Proposals shall be dated and signed by one or more duly authorized signing officers of the Proposer. Signatures shall be in original handwriting; facsimile signatures will not be accepted.

9.8 Each page of the Form or Proposal and Schedules shall be initialed by one of the authorized signing officers whose signature appears on the execution page of the Form of Proposal.

9.9 MBJ will assume that all statements, oral or in writing, made by persons submitting Proposals are true, accurate, complete and not misleading. All such statements will constitute representations and warranties made to MBJ.

9.10 Proposal containing qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, MBJ may elect to retain for consideration Proposals that are non-conforming, and may waive any non-compliance, irregularity, error, or time stipulation required by these Instructions. The stipulations herein are for the sole benefit of MBJ and may be waived by MBJ unilaterally.

9.11 A Proposer may submit a revised Proposal providing it is received prior to the Closing Time, it is accompanied by a request in writing, and it is submitted in accordance with these Instructions. Any Proposal received prior to the receipt of a revised Proposal will be returned to the originating Proposer unopened.

9.12 Proposers shall structure the proposals as follows:

a. TECHNICAL PROPOSAL (“ENVELOPE 1”)

The proposal documents shall comprise the:

- i. Form of Proposal duly completed, signed and sealed
- ii. Schedule A – Company Profile
- iii. Schedule B – Project Management Experience
- iv. Schedule C – Outline Services Delivery Plan

- v. Schedule D - Project Org Chart & Qualifications
- vi. Schedule E – Schedule of Key Professionals

b. ECONOMIC PROPOSAL (“ENVELOPE 2”)

The proposal documents shall comprise the:

- i. Schedule F - Pricing Summary
- ii. Schedule G - Hourly Rates for Variations
- iii. Schedule H - Audited Financial Statements and Financial References

- c. Electronic Proposals uploaded to the MBJ’s Dropbox-site should be in three files labeled 1) Technical Proposal; 2) Economic Proposal reflecting information in Envelopes 1 and 2 respectively.

- 9.13 Unless otherwise indicated, all financial information in this RFP is stated in United States Dollars. Proposers shall use the said currency throughout in the submission of their Proposals.

10.0 NO OBLIGATION ON THE PART OF MBJ AIRPORTS LIMITED

- 10.1 The evaluation of responses will be based on a number of factors, weighted according to the needs of MBJ. The lowest or any Proposal will not necessarily be accepted. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated. MBJ reserves the right to accept the Proposal that it deems most advantageous, and the right to reject any or all Proposals for any reason.
- 10.2 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and MBJ shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. MBJ is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Proposer.
- 10.3 MBJ reserves the right to negotiate with any Proposer or with another Proposer or Proposers concurrently. In no event shall MBJ be required to offer any modified terms to other Proposers. MBJ shall incur no liability to any other Proposer as a result of such negotiations or modifications.
- 10.4 MBJ recognizes that the information required is confidential and will not disclose details of any submission to any other Proposer.
- 10.5 Each Proposer submitting a proposal acknowledges and agrees, by submitting a Proposal, that MBJ will have no liability or obligation to any Proposer except only the Proposer, if any, awarded a contract by MBJ in its sole discretion and each Proposer agrees that, if it is not awarded a contract, then whether or not any express or implied obligation has been discharged by MBJ, MBJ shall be fully and forever released and discharged of all liability and obligation in connection with this Request for Proposals.
- 10.6 In particular, MBJ shall not be under any obligation to return or save either the original or any copies of any Proposer’s Proposal, and all Documents submitted to MBJ, whether original or copies, shall be kept or disposed of by MBJ.
- 10.7 This RFP does not constitute an offer. No agreement shall result upon the submission of Proposals. MBJ shall not be under obligation to enter into any agreement with anyone in connection with this RFP and responses received. MBJ will not have any obligation to

anyone in connection to this RFP unless MBJ executes and delivers an agreement in writing approved by MBJ's Senior Management.

- 10.8 Notice of award will be in writing by an authorized representative of MBJ.
- 10.9 This RFP is the property of MBJ and is not to be disclosed, reproduced, or distributed without prior written consent of MBJ. Copyright and all related rights are expressly asserted and reserved.

11.0 QUALIFICATIONS AND MODIFICATIONS

- 11.1 Proposals that contain qualifying conditions, or fail to conform to these Instructions may be disqualified or rejected. Collusion between Proposers is sufficient cause for rejection of all Proposals affected.
- 11.2 Proposals may only be modified in writing, signed by an authorized officer of Proposer who has signed the Form of Proposal. MBJ shall receive modifications by Closing Time. Modifications made verbally, by facsimile or by email transmission will not be accepted and modifications received after Closing Time will not be considered and will not form part of any Proposal submitted.

12.0 CORRECTION OF ERRORS

The Proposer is responsible to ensure the accuracy of the arithmetic calculations used to determine the Bid price. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of MBJ there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

13.0 TAXES

- 13.1 Where General Consumption Tax (GCT) is applicable it must be considered. However, prices quoted shall exclude GCT and all other taxes and levies. Proposers shall separately state such GCT or other taxes, which may be due on the provisioning of the services. These taxes shall be charged in addition to the prices or amounts quoted.

In the case of withholding tax applicable to foreign companies, MBJ will pay the Compensation to the successful Consultant net of withholding tax where applicable pursuant to the Double Taxation Treaty between Jamaica and the Consultant's country of residence.

MBJ reserves the right to apply applicable taxes and/or withholding taxes properly required by the Government of Jamaica to any payment to the successful Proposer.

14.0 EVALUATION

- 14.1 To enable MBJ to select the most suitable Proposer, it is imperative that all of the Schedules attached to the Form of Proposal are completed in sufficient detail and accuracy to permit proper evaluation of all Proposals. Inaccurate information may disqualify a Proposer for further consideration.
- 14.2 MBJ will not be limited as to its criteria for evaluating Proposals. Proposals will be evaluated for the overall "best value" and MBJ will consider among other things:

- (a) Company Profile
- (b) Company Experience in project management services
- (c) Corporate References
- (d) Project Organizational Chart
- (e) Key Professionals Qualifications
- (f) Outline Services Delivery Plan
- (g) Pricing
- (h) Any other criteria MBJ deems pertinent

14.3 The evaluation process will be conducted solely at the discretion of MBJ.

15.0 SELECTION OF PROPOSER

15.1 Negotiation with Preferred Proposer:

MBJ may select one or more Proposers as a result of this RFP process and may enter into negotiations with the Preferred Proposer in an attempt to settle one or more agreements necessary to implement the services generally described in this RFP. Proposers must commit to negotiating in good faith with MBJ if chosen as a Preferred Proposer.

MBJ reserves the right to terminate negotiations at any time with any Proposer and then enter into negotiations with another Proposer or to cancel the entire process.

15.2 Recommendation to MBJ's Executive Management

Following the conclusion of the evaluation process and any resulting negotiations, the Evaluation Committee will make a recommendation to MBJ's Executive Management with regard to the award of a contract for the provision of this service at the Sangster International Airport. The final decision is that of MBJ's Executive Management Team.

15.3 Contract for Services:

MBJ may, at its sole discretion and following any recommendation to, and direction provided by its Executive Management Team, enter into a written contract with any one of the Proposers for the provision of the services generally described in this RFP. There shall be no agreement, and no Proposer shall acquire any legal or equitable rights or privileges with respect to this RFP or the services in question, until such a written contract has received MBJ's Executive Management approval and is duly executed by the signing authorities of the Proposer, and of MBJ.

Any response to this RFP may become part of any contract entered into with a successful Proposer.

15.4 Notice of Award

Following the successful conclusion of tender process, MBJ shall issue a Notice of Award immediately thereafter to the successful Proponent who has in turn five (5) business days from the date of said Notice to respond in providing MBJ with a signed Letter of Acceptance.

Upon submission of the Letter of Acceptance, the successful Proponent must furnish all required documentation within the timelines stipulated below:

- Performance Guarantee Bond: 15 days from Notification of Award

- Insurance/Indemnification: 15 days from Notification of Award
- Contract Execution: 20 days from Notification of Award

Failure to meet the above timelines may result in withdrawal of the Contract.

16.0 OTHER PROVISIONS

16.1 Contract Administration:

Following the execution of any contract for service, which results from this RFP process, MBJ will appoint a contract administrator. The consultant service provider will be expected to name a counterpart contact (Contract Manager), who will undertake appropriate technical functions and oversee the administration of the contract with regard to the consultant service provider's responsibilities, and will provide information upon request to MBJ's contract administrator or designate regarding the design progress and ongoing provision of service.

16.2 Term of Contract:

Any contract for service, which results from this RFP process, shall be effective from the date of commencement specified in the contract and shall continue until satisfactory completion or termination, subject to the terms and conditions of the contract. Such terms and conditions may include provisions for the extension, upon mutual agreement between MBJ and the Consultant.

16.3 Compliance with Laws:

Neither the acceptance of any proposal submitted pursuant to this RFP, nor the execution of any agreement for the provision of the service, as generally described in this RFP, is an explicit or implicit approval or waiver of the requirement of or for any permits, licenses, fees, taxes or other legal requirements that would ordinarily be required for the implementation or operation of the service. The successful Proposer is solely responsible for complying with all applicable governing law and jurisdiction in accordance with the laws of Jamaica.

16.4 Laws of Jamaica:

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with the laws of Jamaica.

16.5 Equipment Safety:

All equipment and material used in performance of the contract must be certified by an accredited certification organization acceptable to MBJ. All costs of approval will be at the Proposer's expense.

16.6 Software:

It is the Proposer's responsibility to ensure that MBJ has all licenses required to use any software that may be supplied.

16.7 Security:

It is a requirement that the Proposer will responsibly manage and protect the integrity, reliability and confidentiality of MBJ's information and the security of its physical assets.

Security escort/services will be provided by MBJ as required in the performance of the services and this will be at a cost to the Proposer.

16.8 Office Space, Equipment and Services:

All equipment, tools, etc. required, where applicable, must be supplied by the successful Proposer.

MBJ will consider request for site office space.

16.9 Option if Negotiation Delayed:

If a written contract cannot be negotiated within 30 days of notification of the successful Proposer, MBJ may at its sole discretion at any time thereafter, terminate negotiations with that Proposer and negotiate with another Proposer. MBJ reserves the right to terminate the RFP process and not enter into a Contract with any of the Proposers.

16.10 No Successful Proposer:

In the event that there is no successful Proposer resulting from this RFP for the services, MBJ reserves the right to negotiate for services with any consultant.

16.11 Professional Liability Insurance:

The successful Proposer shall be required to have in place Professional Liability Insurance which covers the whole gamut of the services to be provided to the value of at least USD100,000.00 per occurrence. Aggregate limits of coverage shall not be less than USD200,000.00.

16.12 Mobilization

MBJ shall make available a mobilization/advance payment to the Consultant of up to 10% of the Contract Price on a date to be agreed by both parties, provided the Contract Service Agreement has been duly executed by both parties and MBJ is in receipt of a valid demand Advance Payment/Mobilization Guarantee/Bond equivalent to 10% of the Contract Price and proof that the Consultant has obtained the required Professional Indemnity Insurance coverage.

17.0 CORRUPT AND FRAUDULENT PRACTICES

17.1 MBJ requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts.

In pursuit of this policy, MBJ:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a MBJ official in the procurement process or in contract execution; and;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of MBJ and includes collusive practice among proposers (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive MBJ of the benefits of free and open competition;
 - (iii) “collusive practice” means a scheme or arrangement between two or more proposers, with or without the knowledge of the MBJ, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) will reject a proposal for award if it determines that the Proposer recommended for award has engaged in corrupt, fraudulent collusive or coercive practices in competing for the contract in question.

18.0 CONFLICT OF INTEREST

- 18.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding MBJ’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Consultant has an obligation to disclose to MBJ any situation of actual or potential conflict that impacts its capacity to serve the best interest of MBJ.
- 18.2 The Consultant has an obligation to disclose to MBJ any situation of actual or potential conflict that impacts its capacity to serve the best interest of MBJ. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of the Contract

PART II

SCOPE OF SERVICES

SANGSTER INTERNATIONAL AIRPORT

19.0 SCOPE OF SERVICES

19.1 DESCRIPTION OF THIS PROJECT

Sangster International Airport (“the Airport”) is operated by MBJ Airports Limited (“MBJ”) through a partnership between Grupo Aeroportuario Del Pacífico (“GAP”) of Mexico and Vantage Airport Group of Canada through a Concession Agreement with the Government of Jamaica for thirty (30) years which commenced in 2003.

The projects are designed to bring the terminal of the airport in line with acceptable international standards as regards to service levels in light of the passenger growth and types of aircraft utilising the facility in line with the Airport Master Plan 2020-2024.

The Master Plan Projects that will be part of the Project Management Services are the following:

Boomerang Expansion (approx. 4,000 sqm)

- **Component 1 – Immigration Expansion**

Expansion of the Immigration Hall to increase queue and processing capacity with and centralize all PICA operations.

- **Component 2 – Security Expansion**

Expansion of Departures Security to increase capacity with the ability to install new technologies.

Check-in Hall Expansion

Expansion of the check-in hall to increase queue and processing capacity.

Gates 1 to 7 Expansion

Full renovation of Gates 1 to 7, including additional holdroom capacity and a new ramp for gates 6 and 7.

Air to Sea Lounge

Purpose-built arrivals space for cruise traffic providing dedicated space for landing procedures and coach waiting.

Landside Development (Parking and Roads)

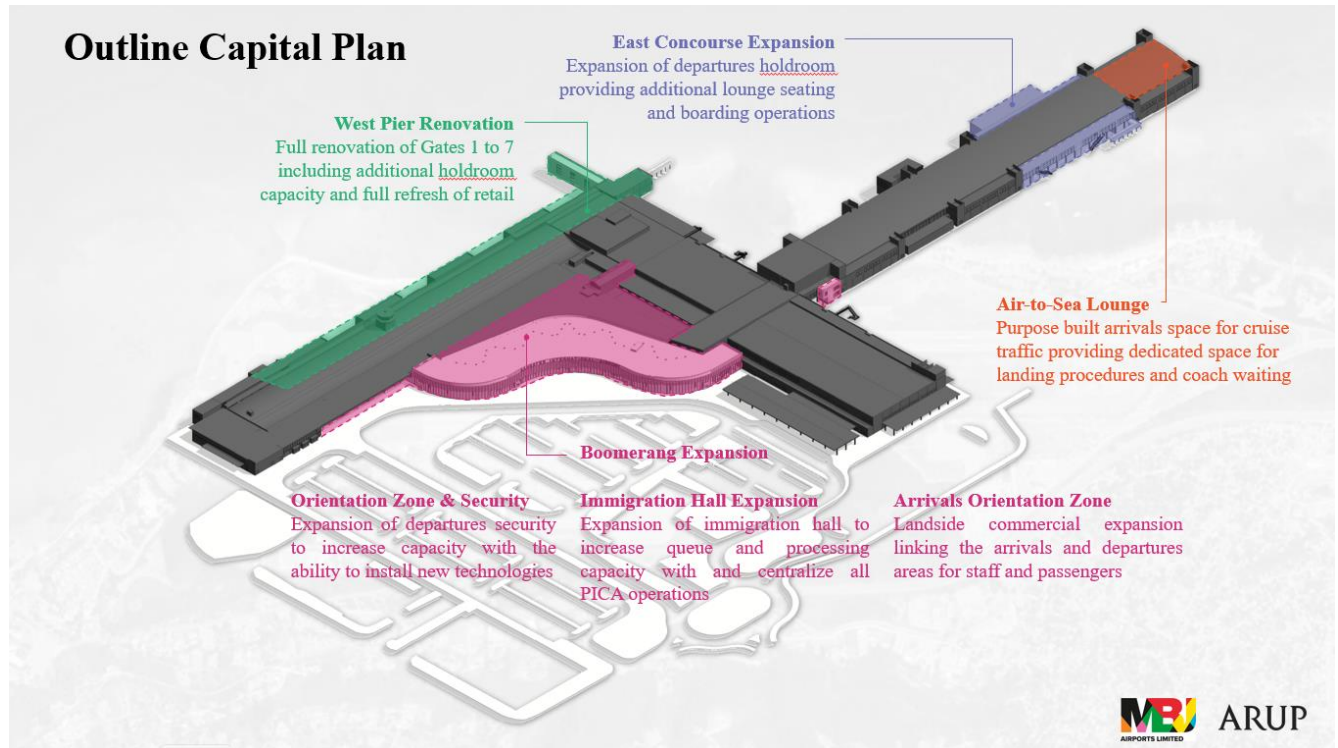
Expansion of the car park facilities and increase the airport access road capacity. Easier access to the airport with new dedicated access roads and reconfigured vehicle circulation providing segregation for departures, arrivals and shuttle bus traffic.

East Concourse Expansion

Expansion of departures hold room providing additional lounge seating and boarding operations.

A high-level presentation will be shared for a better understanding of the scope of these projects.

Outline Capital Plan



19.2 DESCRIPTION OF SERVICES

General

The Project Manager is responsible for the management of the Project to the Client's satisfaction. The services to be provided by the project manager extend over the four phases of the project namely:

Phase A: This is the Planning and Design phase for the Landside Development Project and East Concourse Expansion is estimated for a period of three (3) months and includes Design Review Services, Technical Liaison with authorities, Preparation of Project Schedule, Preparation of Cost Estimates, and Project Presentation Support services.

Phase B: This phase is for Procurement Support Services for the Landside Development Project and East Concourse Expansion and is estimated for a period of three (3) months and includes the preparation of proposal documents and provision of the necessary tendering services to contract for the engagement of Work Service Providers.

Phase C: This phase is for Construction Supervision Services, is estimated for a period of twenty-four (24) months and includes for the provision of services necessary for timely, quality and cost-effective implementation of the various work contracts.

Phase D: This phase is for the Defects Liability Support Services and is estimated for a period of twelve (12) months and includes for the identification of any defects during this period and bring to attention of the pertinent service provider for correction, ensuring remedial works executed and preparation of final certificates. It is with a significant scale down of the Project Management team.

The Project Manager shall:

- Manage the Project on the Client's behalf;
- Confirm at the outset and manage, coordinate and deliver the Project to meet the Client's strategic needs and Project objectives, any constraints or special needs, performance requirements, requirements for approvals and acceptable levels of service, the Project Budget and Project Program;
- Plan, implement and manage Contracts for completion of specified activities or activities agreed with the Client and production of specified deliverables within the agreed period and cost;
- Take all necessary action to maintain overall progress in accordance with approved programs and budgets;
- Prepare and present to the Client, and when required by the Client to stakeholders, reports seeking progressive endorsement of proposed Project outcomes

Project Program

The Project Manager shall:

- Develop, refine and control an Approved Project Program (the Project Program or latest revision to the Project Program if approved) which:
 - Takes into account and shows with graphical representation using Gantt diagrams, Project timing and other relevant information contained in the Project Description,
 - shows key Project activities and resource requirements,
 - Is developed reflecting a realistic construction execution and estimated progress;
 - Identifies all activities, including approvals and clearances and inputs required from the Client and others, and highlights the critical milestones for each phase of the Project,
 - Covers all Service Providers and any other relevant participants;
- Submit to the Client for approval when directed a description of any proposed revision to the Approved Project Program including reasons for the changes;
- Provide to the Client a hard and electronic (Microsoft Projects) copy of each Approved Project Program.

Project Budget

The Project Manager shall:

- Develop, refine and control an Approved Project Budget (the Project Budget or latest revision to the Project Budget if approved) which:
 - Takes into account and shows relevant information contained in the Project Description,
 - Shows dissected estimates of the cost of key Project activities,
 - Covers all Service Providers and any other relevant participants;

- Develop estimates of cost for the current phase, future phases and the Project as a whole consistent with the Approved Project Budget, and update these estimates as the need arises for a progressive estimate of final Project Cost;
- Cost estimates to be based on priced Bill of Quantities which takes into account prevailing market rates for labour, equipment and materials; shall make allowances for physical and financial contingencies over the contract period and shall agree with the Client the source indices to be adopted for price adjustment;
- The price calculation of the different construction units will be supported by breakdown of direct and indirect costs, overheads and general expenses and industrial profit required for its accomplishment, excluding taxes;
- Prepare Bills of Quantities to facilitate accurate pricing of tenders and subsequent administration of the contract. These shall be based on best professional practice and shall pay special attention to the completeness of pay items, the accuracy of quantities, and ensuring absolute compatibility between the Method of Measurement and Bill of Quantities;
- Include in his proposal a description of how the overall adequacy of the Bill of Quantities and Method of Measurement and the accuracy of the quantities are to be assured..
- Make recommendations and agree with the Client on the level of provisional quantities/items and contingencies to be included in the Bills of Quantities
- Submit to the Client a description of any proposed revision to the Approved Project Budget for approval, including reasons for the changes;
- Provide to the Client a copy of each Approved Project Budget;
- Develop cash flow predictions consistent with the Approved Project Program and Approved Project Budget for the duration of the Project, and update the predictions at monthly intervals;
- Not allow the Approved Project Budget to be exceeded without prior approval of the Client.

Project Scope

The Project Manager shall:

- Manage the potential for benefits and adverse impacts, and demonstrate the cost, time, fee and functional ramifications to enable informed decisions to be made on proposed variations and changes of scope;
- Demonstrate to the Client as required, and stakeholders as appropriate, the risk exposure including cost, time, fee and functional ramifications to the Project to enable informed decisions to be made including change directed or proposed by the Client to Project scope;
- Not change the scope of the Project without direction by the Client including confirmation in writing of the Client's understanding of the ramifications;
- Keep a record of the Client's approved changes to Project scope and associated revisions to the Approved Project Budget and Approved Project Program.

Services Delivery Plan

The Project Manager shall develop, document, implement and maintain a Services Delivery Plan. The Services Delivery Plan shall cover at least:

- Detailed Project Program (incl. Scope, Schedule & Cost Estimates, etc.) report
- the Services as they relate to the Approved Project Program and Approved Project Budget;
- staged completion dates/ current forecast milestones,
- the anticipated Project completion date;
- scheduled Service Provider activities and the integration of their Contract Works;
- the deliverables required to satisfy the Agreement including provision for reviews and approvals, and reference to the associated records that are to be produced;
- the Fee component and reimbursable expenses for each phase of Services;
- a project organization chart showing key professionals, and sub-consultants and their relationships and major interfaces;
- key actions related to selection and management of Service Providers;
- regulatory requirements relevant to this Agreement including, but not limited to, building codes, standards, regulations, guideline and control documents, SAFETY AND HEALTH procedures and design codes;
- documentation management and control, including the reports and other documents to be prepared and delivered by Service Providers;
- design management;
- quality management;
- risk management;
- procurement management;
- environmental management;
- stakeholder communication, consultation and liaison;
- auditing and audit trails;
- reporting and monitoring;
- safety and health in design and for work site activities.

The Project Manager shall provide the Services Delivery Plan within the time specified in the signed Agreement, or as otherwise agreed by the Client to suit the progressive implementation of the Services Delivery Plan. The Services Delivery Plan may be prepared in stages, but the relevant parts of the Plan shall be submitted, considered by the Client (allow 7 days from receipt by the Client), and in place before related services commence.

With each Agreement payment claim the Project Manager shall advise if the Services Delivery Plan has been revised and if so, submit details of the changes.

Liaison and Co-ordination

The Project Manager shall:

- Establish and maintain a Project team and maintain a record of its composition;

- represent the Client as the single point of contact between the Client and the Service Providers;
- identify, inform and involve approval authorities and stakeholders including affected organisations;
- manage the interface between the Client, Service Providers, user groups and other stakeholders and approval authorities;
- manage the consultation process to ensure a comprehensive input by user groups and other stakeholders into the development of the Project;
- not incorporate into the Project requirements and requests raised by user groups and other stakeholders without the Client's approval;
- plan, brief, coordinate, direct, supervise and control the activities of Service Providers for satisfactory completion of the Project within the Approved Project Program and Approved Project Budget, and cash flow agreed with the Client;
- secure all necessary approvals from the Client and other agencies;
- bring issues that require consideration and/or decision by the Client to the Client's attention as they arise, including options for their resolution which include the impact on the Project and its program, and recommend a course of action;
- take all necessary action for and assist in effective and timely resolution of issues;
- prepare correspondence, reports and minutes relevant to the Project, including briefing notes to the Client as necessary;
- prepare submissions, reports and briefing notes for other interested parties when instructed by the Client.

Meetings

The Project Manager shall:

- Develop Project meeting requirements in consultation with the Client;
- Attend or conduct as required project management committees and working parties including taking and issuing minutes and keeping other records;
- Conduct Project coordination meetings with Service Providers, issue agendas, manage correspondence, chair, take and issue minutes as required;
- Advise the Client of the dates of Project coordination meetings at least one week in advance;
- Arrange and participate in presentations and meetings required under the Contracts;
- Attend or conduct as required stakeholders' liaison meetings including all planning, preparation and notices, management and support.

Reporting

The Project Manager shall:

- Prepare and present to the Client, and when required by the Client to stakeholders, a written monthly Project Report addressing;
 - Project status against the Approved Project Program;
 - Services status against the Approved Project Program;

- Project Cost to Date compared with the Approved Project Budget;
 - Risk management issues status and recommended actions;
 - The forecast effect of design changes on progress;
 - Updated anticipated cash flow;
 - Expenditure of contingency allowance;
 - Decisions affecting or likely to affect the Project;
 - Summary of delays claimed, recommended and/or approved in relation to the Agreement and the Contracts;
 - Summary of approved variations and claims;
 - Summary of potential variations and claims;
 - Industrial disputes affecting progress
 - Photographs showing progress;
 - Any other significant matters, including potential claims, delays and disputes, with recommended action to keep the Project on time and budget;
- Receive, review and incorporate into monthly reports to the Client, progress reports from Service Providers.

Record Keeping

The Project Manager shall in a systematic and organised manner:

- Maintain accurate records of meetings, reports, financial monitoring data, drawings, specifications, briefs, approvals, work-as-executed records and test records related to the Services and Contract Works in an online data storage that is continuously available to the client;
- Maintain orderly working files, correspondence, minutes of meetings and conferences, permits, submittal data, submittal registers, inspection and monthly progress reports, contract construction compliance notices, punch lists and contract documents -- including amendments, notices to proceed, change orders and modifications -- all in a system which is compatible with the Client's protocols;
- Prepare a Supervision Manual which will lay out procedures to be followed during the execution of the works. The Manual will also serve as a basis for on-the-job training of the Client's Representative staff during the implementation of the works contract
- Take delivery and record the receipt of deliverables from Service Providers;
- Transfer and record the transmission of deliverables to the Client; and
- Retain a copy of all contract-related files for seven (7) years from completion of the Services or termination and make these accessible to the Client on request.

Policies and Guidelines

The Project Manager shall:

- Ensure inclusion of the requirements of relevant, security, safety and health etc., regulations, policies and guidelines in the Contracts and monitor the compliance of Service Providers,

- Comply with relevant airport, aviation and construction industry regulatory guidelines,
- Implement procedures and processes required to ensure compliance;
- If the Project Manager has drawn non-compliance with policies and/or guidelines to a Service Provider's attention and compliance has not been met within a reasonable time and the policy or guidelines require the matter to be reported, the Project Manager shall advise the Client of the non-compliance in writing, giving details.

Safety and Health Management

- The Project Manager shall prepare and implement a Safety and Health Management Plan (the Plan) for the Services, complying with or exceeding the national Safety and Health programme and policy and Industrial Safety.
- The Plan shall address maintaining compliance with JCAA and ICAO regulations for Airfield Safety during the life of the project.
- The Plan may be prepared in stages, but the relevant parts of the Plan shall be submitted and in place before design or construction work commences.
- The proposed Safety and Health Management Strategy provided with the Project Manager's Proposal shall be incorporated into the Plan.
- The Plan shall address statements of responsibilities, design and other consultant services, Safety and Health training, incident management, risk management control, and consultation.
- The Project Manager shall:
 - manage the Services in accordance with the Plan;
 - encourage a best practice work health and safety culture, including design;
 - ensure the continued safety operations of the airport
 - ensure the Plan is regularly audited internally and externally;
 - review Safety and Health management plan(s) prepared by the Service Provider(s) and monitor implementation and compliance with the relevant Contract(s); and
 - manage the receipt of, and coordinate the Service Providers' Safety and Health management plans, and review, monitor, audit and report on their implementation.

Risk Management

The Project Manager shall:

- assess and manage Project risk as an integral part of the Services;
- in accordance with ISO 31000:2009 or equivalent; ICAO regulations and MBJ's Safety Management Systems (SMS):
 - prepare a risk management plan,
 - identify at the start of each phase risks to the Project which require more detailed analysis,
 - analyse and act on moderate risks,
 - analyse and make recommendations to the Client on major risks, and act on the Client's direction;
 - monitor and report on the management and impacts of moderate and major risks;

- supply on request evidence of particular risk management processes;
- in the event of adjudication or arbitration, provide the necessary personnel and expertise to advise and assist the Client in any such process and prepare any further analysis of the Contractor's claims submissions as may be necessary to assist the Client in the presentation of its case.

Procurement Strategy

- The Project Manager shall assist the Client to select the most appropriate project procurement system and develop the contract packages.

Engagement of Service Providers

The Project Manager shall:

- obtain approval from the Client to every proposed Contract, its scope, and estimates of cost and time for completion;
- ensure that the engagement of Service Providers complies with the principles and procedures of the relevant documents for procurement unless otherwise directed by the Client;
- invite expressions of interest or arrange pre-qualification when there are no qualified tenderers where needs be;
- prepare tender documents complete and fully detailed in the form, nature and character of the relevant Contract, and ensure the tender documents have the commercial and contractual clauses required;
- manage the invitation and close of tenders to include clarifications and/or answers to queries and/or questions at pre-tender meetings and/or pre-tender process;
- manage pre-tender site meetings where necessary;
- evaluate tenders in consultation with the Client and submit a tender evaluation report with recommendation for acceptance;
- provide technical support during any negotiation process;
- prepare letters of award for issue by the Client and issue letters to unsuccessful tenderers.

Management of Service Providers

The Project Manager shall:

- act as the person appointed to act on behalf of the Client for each Contract as the Client's Authorised Person or Client's Representative in accordance with procedures and authorities delegated by the Client;
- manage Contracts in accordance with the principles and procedures required and as advised by the Client;
- act as appropriate so that the Client may satisfy its obligations under the Contracts;
- check that insurances are effected and maintained as required in the Contracts;
- review and assess Service Providers' management plans and conduct quality management system audits;

- respond promptly to requests for information from Service Providers, supply responses by written instruction, and keep records of the transactions;
- monitor the progress of specified activities and the production of specified deliverables to satisfy the Client and relevant authorities, and to meet technical requirements of relevant codes, ordinances, regulations and standards;
- check that Service Providers have supplied certification of deliverables for compliance with the relevant specification, statutory requirements, and codes;
- manage the submission of all draft documentation (including shop drawing) supplied by Service Providers to the Client for review and facilitate the approval process as follows:
 - review draft documentation supplied by Service Providers and provide return comment;
 - return documentation containing errors, or of inadequate quality or standard to the Service Provider for amendment;
 - submit draft documentation of acceptable quality and standard, with comments, to the Client for review;
 - consolidate all review comments, on behalf of the Client, and forward these to the Service Providers;
 - review and comment on final documentation and submit to the Client for approval only when it is of acceptable quality and standard;
- ensure that adequate inspection of Contract Work takes place in accordance with the Contracts;
- advise Service Providers of non-compliance with the Contract;
- examine and provide comment to Service Providers as appropriate on shop drawings;
- supervise the Service Providers to make sure that Contract Work is being carried out within contract conditions and to make sure that required quality standards are being met;
- inspect all samples supplied by Service Providers;
- require that any variation from acceptable standards be approved by the relevant Statutory Authorities before consideration for acceptance;
- monitor Service Provider progress on a continuous basis;
- check and report to the Client on the value of progress claims;
- make recommendations to the Client as appropriate concerning certification of contractual outcomes;
- when in receipt of a payment claim:
 - follow the Client's payment procedures,
 - carry out all action required to ensure the Client meets its obligations under the Contract;
- advise on options for, get approval to and take action on the mitigation of delays and resolution of issues;
- issue letters of determination to Service Providers regarding claims settlement as directed by the Client;
- manage resolution of Contract disputes with Service Providers in accordance with the Client's requirements;
- report on Service Provider performance;

Management of Design

The Project Manager shall:

- coordinate consultation between the Client and the designer(s) to assist with the identification of risks with the construction, use and maintenance of the structure and the elimination of those risks, or, if not reasonably practicable to eliminate them, to minimise the risks as far as reasonably practicable;
- require the designer(s) to demonstrate compliance with the safe design and other obligations of ICAO, Annexes 10, 14 & 16; JCAA Regulations; the Factories Act and Building Operations, National Environment Planning Agency and Works of Engineering Construction (BOWEC) Regulations, International Building Code (IBC) and IATA ADRM 12. This includes, but is not limited to:
 - consulting with the Client to enable the identification of risks, and whenever reasonably practicable the elimination or minimisation of the risks;
 - providing adequate information with the design about:
 - the purpose for which the structure was designed;
 - the results of any calculations, testing, analysis or examination;
 - any conditions necessary to ensure that the structure is without risks when used for a purpose for which it was designed, or when carrying out an activity related to the structure such as construction, maintenance and demolition;
 - a written report that specifies the hazards relating to the design that, so far as the designer is reasonably aware, create a risk to persons carrying out the construction work.
 - written approval from all regulatory or planning agencies.
- conduct critical review of existing detailed designs & specifications, and associated Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP)
- review any design brief for all components of project, including the functional analysis and complete room data information;
- obtain drawings of a type and scale sufficient to describe the scope of works for tender and construction purposes as well as sufficient for obtaining building permits &/or license;
- obtain specifications to also specify the characteristics of the different materials to be used and the tests that they must pass, in order to check that they meet the necessary requirements and that they comply with the regulations in force. The facilities and installations required for the execution of construction works shall be specified, as well as the precautionary measures to be adopted during the works
- have users functional requirements that are approved by the Client incorporated in the Project;
- review and develop the preferred design option as a concept plan and submit for approval;
- ensure engineering (civil, structural, mechanical and electrical) services documentation are co-ordinated;
- prepare a cost-effective project implementation proposal for the preferred option providing a program, staging, cash flow and recommended procurement strategy;
- provide full scope of all engineering services required plus any essential upgrading;

- liaise with the Client and Service Providers (inclusive of NWA and NWC) to generate a detailed cost plan of the total cost of the preferred option, including fixtures, fittings and equipment, construction costs and consultant fees.

Management of Contract Works on a Work Site

The Project Manager shall:

- ensure the Plan addresses the coordination, monitoring and verification of the Service Providers' management of safety and security of the work sites with all the phases of the Contracts, including design and construction with transition to operation phases, and common site induction/security management;
- ensure the Service Providers implement management procedures for ensuring that design solutions allow safe methods of construction, maintenance, operation and use of the Contract Works;
- liaise with MBJ airport operations team regarding Contract Works issues and activities;
- develop a Quality Management Plan (QMP) which sets forth general Quality Control (QC) and Quality Assurance (QA) procedures and policies for all work to be conducted or supervised by the Project Manager. The QMP provides quality management procedures and policy for the Project Manager to assure quality products and services during planning, design, construction and maintenance stage and its finalization will have the input of the Client;
- plan develop and implement a Quality Assurance Audit program for the project to ensure that quality is not compromised at any point along the work flow process of each contract; to be conducted at specific periods as well on an ad-hoc basis throughout the life of the project, the findings to be communicated to the Client as part of the monthly report with recommendations where necessary;
- plan and implement surveillance of the Service Providers' safety management, including the monitoring of, and reporting on, all incidents and issues, and the actions taken by the Service Providers on these matters; and
- establish appropriate processes for monitoring and responding to potential safety risks and hazards associated with the Contracts.
- manage all preliminary site activities, including relocations of affected services, demolition, services relocations, excavation, archaeological requirements and any other activities prior to construction of the Contract Works;
- supervise the construction works with due diligence and efficiency and in accordance with sound technical, administrative, financial and economic practices and shall perform all duties associated with such tasks to ensure that only the best construction practices are followed and that the final product is (i) in all respects equal to, or better than specified by the Client, (ii) at the most economic costs and (iii) in full compliance with the governing specifications including all the environmental and safety requirements;
- prepare a quality assurance plan, in consultation with the Contractor, including arrangements to check the quality of materials brought to the site, to ensure that the quality of construction is consistent with the technical specifications, and to maintain test records;
- review, comment and certify the construction work plan (works program), including mobilization, training, works execution, and post works follow-up and training;
- monitor the implementation of EMP. Review environmental mitigation measures proposed by the Contractor in consultation with the Environmental Specialist for the Client;

- ensure there is one principal contractor among the Service Providers;
- progressively check construction documents, working drawings, specifications and schedules;
- check and establish that the contractor mobilizes and supplies to the contract all plant, equipment and machinery that have been committed in the tender and ensure that all such items of plant remain on the contract until their release has been authorized. This work shall include the inspection and evaluation of all Contractor's installations, and other accommodation to ensure compliance with the terms and conditions of the Contract;
- advise on materials tests and results;
- maintain a presence on the site(s), as well as specific visits by specialists, in order to observe and to report on the progress and the quality of construction and the installation of equipment;
- arrange for the Contract Works to be measured and valued, and provide appropriate checking and verification;
- oversee all laboratory and field testing of Contractor's work, materials and product required to ensure that the quality as specified in the Contract is attained. Review all certificates of inspections, tests and approvals;
- prepare monthly certificates for payment to the contractor(s) and ensuring they accurately reflect the cost of the works completed and that invoices from goods suppliers accurately reflect the cost of the goods supplied;
- review and comment on, or recommend approval of the contractor's and/or goods suppliers' proposed change (variation) orders to the Client for approval. The Project Manager may, with prior consultation and approval by the Client effect changes that will improve design or specification for the works. Such changes shall not increase the contract time or contract sum;
- attend claims meetings between the Client and the contractor as requested, and assisting with finalizing claims
- manage a pro-active and comprehensive monitoring and testing process to ensure Service Providers identify and make good all defects before completion of the Contract Works;
- prepare a final project construction report and as-built drawings for each component of the project.

Commissioning and Handover

The Project Manager shall:

- coordinate the commissioning and finalisation of the Project, ensuring that all necessary performance tests and demonstrations on and commissioning of plant and equipment are carried out in preparation for handover to the Client at Completion;
- forward to the Client, prior to occupation or handover of the Contract Works, all as-built drawings, operating and maintenance manuals, and relevant compliance certificates;
- prepare, in association with the Client, a recommended routine maintenance program detailing for the various components of the works;
- prepare a schedule of defect and maintenance criteria to guide assignment of liability for defects during the defects liability period;

- provide certification that the Contract Works are in accordance with all relevant authorities' requirements and the design documentation;
- list approved changes to the specification or design;
- inspect all Contract Works prior to Completion in conjunction with representatives nominated by the Client, prepare a list of defects and incomplete Contract Works and issue to the relevant Service Provider;
- inform the Client when each Contract reaches completion;
- advise the Client of any defects identified during the defects liability period (maintenance period) and recommend actions needed to correct them;
- ensure maintenance agreements are instituted in accordance with contractual requirements;
- prepare an Asset Maintenance Plan
- Undertake a final joint inspection and testing of works at the end of the defects liability period, with Client witnessing the Final Inspection;
- Finalize documentation of all work as executed with records, drawings, asset register, and operations manuals taking account of remedial works undertaken to correct defects arising during the defects liability period;
- prepare a schedule of inspections and testing needed to determine the nature of defects arising in the completed works during the defects liability period
- Finalize documentation of all outstanding claims by the Contractor and prepare the final payment certificate and statement of project accounts for submission to the Client for verification and payment;
- Prepare a final construction completion report.

Knowledge Transfer

The Project Manager shall:

- Develop the Project Management capabilities of the client including but not limited to providing project templates, software, policies, procedures, plans, guidelines, lesson learned, project performance data and information, variance analysis, estimating, risk management, etc. to assist with efficient and effective project management.

19.3 Deliverables

The Project Manager shall supply to the Client the under mentioned deliverables.

Phase A

- **Service Delivery Plan**

The project manager shall commence field inspection and document review work within two (2) weeks of the effective date of the agreement and prepare a Service Delivery Plan which shall be presented not later than four (4) week after the effective date of the agreement. The Service Delivery Plan to be updated as is necessary and shared with Client when there is an update.

- **Detailed Design Review Reports**

For each proposed works contract, a report shall be submitted to Client within two (2) weeks after submission of the proposed designs &/or design review by the design engineer. The report shall be subject to revision based on comments from Client.

- **Detailed Project Program Report**

This report shall be submitted within four weeks of the effective date of the agreement and continuously updated on a monthly basis against the initial approved baseline program. It is to outline the scope of the project, the strategy for implementation including possible risks; the project schedule and its critical path; the project budget etc.

Phase B

- **Tender Documentation**

The preparation of Bid/Tender documents for the various work designs upon approval for implementation of works to proceed.

- **Bid Evaluation Reports**

The preparation of bid evaluation reports relating to bids/tenders for the various works components, upon completion of the related activities.

- **Contract Documentation**

The preparation of Contract documents complete for each work contract approved for award

Phase C

- **Construction Supervision Progress Reports**

Submission to the Client of monthly progress reports monitoring construction progress, quality control, stakeholder discussions, health and safety, cost control, variations, etc., for each work contract and weekly progress reports monitoring construction progress;

- **Contract Completion Reports (CCRs)**

For each works contract, a CCR shall be submitted within four (4) weeks of the issue of the certificate of practical completion. A CCR shall be submitted within four (4) weeks of the substantial completion of all of the civil works. CCRs shall summarize the details of the entire period of contract implementation, detailing all costs, variations, schedules, quality control measures, etc.

Phase D

- **Practical Completion Certification**

Submit for each contract all as-built drawings, operating and maintenance manuals, and relevant compliance certificates within two weeks of issuing practical completion certificate and prior to hand-over.

- **Defects Liability Certification**

Prepare and submit final accounts for each work contract at the end of the defects liability period for said contract.

- **Project Completion Report**

Prepare and submit a draft project final construction completion report within two (2) weeks after the end of the latest defects liability period; one (1) week for Client review; one (1) week to finalize.

PART III
FORM OF PROPOSAL

FORM OF PROPOSAL

TO: **MBJ AIRPORTS LIMITED (“MBJ”)**

RE: **REQUEST FOR PROPOSAL – PROJECT MANAGEMENT SERVICES FOR THE MASTER PLAN PROJECTS AT THE SANGSTER INTERNATIONAL AIRPORT**

We, _____
(Name of Proposer) (List all names of JV Partner

of _____
(Address of Proposer)

Hereby express interest in participating in the Request for Proposals for the provision of PROJECT MANAGEMENT SERVICES FOR THE MASTER PLAN PROJECTS AT SIA FOR MBJ Airport Limited. We are submitting our Proposal (*delete a, or b, or c, whichever is not applicable and remove brackets.*) *a* {as hereunder.} *b* {in association/as a consortium/as a joint venture with (*insert a list with full name and legal address of each member and indicate the lead member*) as hereunder.} *c* {with the following firms as sub-consultants: (*insert a list with the full names and address of each sub-consultant*) as hereunder.}

1.0 SCHEDULES

The following Schedules are attached to and form part of this Proposal:

TECHNICAL PROPOSAL (“ENVELOPE 1”)

The proposal documents shall comprise the:

Form of Proposal duly completed, signed and sealed

- I. Schedule A – Company Profile
- II. Schedule B – Project Management Experience
- III. Schedule C – Outline Services Delivery Plan
- IV. Schedule D - Project Org Chart & Qualifications
- V. Schedule E – Schedule of Key Professionals

ECONOMIC PROPOSAL (“ENVELOPE 2”)

The proposal documents shall comprise the:

- VI. Schedule F - Pricing Summary
- VII. Schedule G - Hourly Rates for Variations
- VIII. Schedule H - Audited Financial Statements and Financial References

2.0 FORM OF PROPOSAL

The Schedules, incorporated herein by reference, form part of this Proposal.

3.0 ADDENDA

Receipt of the following Addenda forming part of this Proposal is acknowledged:

Addendum No.

Date

4.0 DECLARATION

Proposer warrants and declares:

- 4.1 That it has complied with the requirements of the Instructions;
- 4.2 That it accepts all of the terms, provisions, stipulations and requirements set out in the Request for Proposal.
- 4.3. That, in submitting this Proposal, it is not relying on any information or documents provided on behalf of MBJ other than these Documents;
- 4.4 That it will comply with all rules and regulations relative to the design, development and implementation of the construction Project, and the proposal process as may be prescribed by MBJ.
- 4.5 That all statements and information set out in this Form of Proposal or otherwise provided to MBJ in connection with this Request for Proposals, including statements and information hereafter provided, are and will be true, accurate and complete, not misleading, and in accordance with the principle of full, true and plain disclosure;
- 4.6 That this Proposal is genuine and not collusive or made in the interest of or on behalf of any person not named herein.
- 4.7 That it has not, directly or indirectly, induced, or solicited any other Proposer to submit a sham proposal or any other person to refrain from submitting a proposal, and that it has not in any manner sought by collusion to secure for itself or for any other person any advantage over any other Proposer.

IN WITNESS WHEREOF, this Proposal has been executed under seal in the City of _____ in the Parish of _____, this _____ day of _____, 2023.

CORPORATIONS

The Corporate Seal of _____)
 _____)
 _____)
 _____)
(Name of Corporation) was hereunto affixed)
and executed on its behalf by:) (C/S)
 _____)
 Signature _____)
 _____)
 Name and Office _____)
 _____)
 Signature _____)
 _____)
 Name and Office _____)

In the presence of:

 Signature

 Name and Office

Note: All *italicized text* is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

**SCHEDULE A
COMPANY PROFILE**

1. Please complete "1(a)" and either "1(b)" or "1(c)", whichever is applicable, and attached the most recent corporate profile of the company. (*Letter of Intent to JV, if a joint venture, is to be submitted*)

(a) Name of Company (full legal name):

Business or Operating Name:

Full Street Address:

Courier Address (if different):

Telephone: () _____

Fax: () _____

website: _____

e-mail: _____

Contact Name:

Position:

(b) CORPORATION STATEMENT: (**Only if Corporation, answer the following**)

Year of Incorporation _____

Where Incorporated? _____

Address of Registered Office in Jamaica:

How is the Corporation held:

() Privately

() Publicly

Name, Title and Address of Company Officers:

Name

Title

Address

(c) SOLE PROPRIETOR OR PARTNERSHIP STATEMENT:

() General Partnership () Limited Partnership () Sole Proprietor

Date and Place of Organization: _____

Name and Address of Sole Proprietor or Partners:

Name Address Share %

2. Number of Administration Personnel in the local office: _____
3. Number of Operational Personnel in the local operation: _____
4. What percentage of your total revenue would this contract represent? _____
5. Attach Company Organization Chart
6. Please insert revenue data in the Table below:

Annual Revenue	Total Revenue (USD)
2022	
2021	
2020	

7. This Company is a subsidiary of: _____
8. Companies subsidiary to this Company are: _____

9. List relevant 'Agreements' implemented by the Company in the last three (3) years. Indicate scope of work, installation location, length of Contract, value of work, and client/owner references for the Contract with contact telephone number.

Scope of Work Installation Location	Length of Contract	Contract Value	Client/Owner Reference & Telephone Number

Identify contracts that you bid on during the past three (3) years that you were not successful in and indicate why you were not successful.

Attach additional pages as required.

**SCHEDULE B
PROJECT MANAGEMENT EXPERIENCE**

Proposer shall provide an overview of their experience in Project Management and Construction Supervision.

The Proposer shall submit corporate references for three projects of similar nature and size that was successfully undertaken by the Proposer within the last five years. The references should be typewritten and printed on company letterhead and signed by an authorized officer of the company.

SCHEDULE C OUTLINE SERVICES DELIVERY PLAN

Prepare an Outline Services Delivery Plan for the Services. The Outline Services Delivery Plan must include, as a minimum:

- An outline program for the Services showing time allowed for key activities, milestones or points at which reviews are planned.
- A Project chart showing key players including stakeholders.
- Proposed organizational structure for each phase of the Services.
- Procedures and checklists proposed and typically used on projects.
- Proposed strategy for Program Management (Scope, Cost, Schedule)
- Proposed strategy for Quality management
- Proposed strategy for Environmental management
- Proposed strategy for Safety and Health management
- Proposed strategy for Risk Management
- Proposed strategy for Procurement Management
- Proposed strategy for Stakeholder and Communication Management

Attach additional pages as required.

**SCHEDULE D
PROJECT ORG CHART & QUALIFICATIONS**

Proposer to provide project organization chart as well as curriculum vitae for their key personnel identified thereon. Curriculum vitae should describe qualifications of the key personnel and prior experience on similar projects.

Attach additional pages as required.

SCHEDULE E KEY PROFESSIONALS

The proposer shall provide a list of key professionals.

At minimum the key professionals shall include: Project Manager/Contracts Administrator, Construction Supervisor(s), Quantity Surveyor, Architect, Structural Engineer, Electrical Engineer, Mechanical/HVAC Engineer, Fire Suppression/Fire Detection System Specialist, Systems/Information Technology Specialist.

The key professionals shall be available onsite full-time for the duration of the Construction Phase.

Attach additional pages as required.

**SCHEDULE F
PRICE SUMMARY**

The Proposer is requested to indicate the all-inclusive cost of providing the required services as outlined in this RFP, with a detailed listing of all the various areas. In pricing, consideration of the following items is required:

The contract shall be for the whole works, as described in the Scope of Works, based on the priced proposal submitted by the Consultant. The payment plan shall be on a milestone basis where the Consultant shall receive payment once all obligations in respect of that payment have been completed to the satisfaction of MBJ and the Project Manager.

Insert the amount allowed for each of the following items.

This Schedule is for information only and does not form part of the Agreement. Its purpose is to assist in making valuations of services carried out but the Principal is not bound to use it.

Prices should exclude GCT.

Item	Rate	Amount \$
All activities and obligations under the Agreement not included elsewhere in the Fee.	Lump Sum	
 1. Planning and Designs		
Service Delivery Plan	Lump Sum	
Landside Development Design Review and Cost estimate complete	Lump Sum	
East Concourse Design Review and Cost estimate complete	Lump Sum	
Obtaining Approvals, Permits and Licences for Designs etc. from Regulatory and Statutory Agencies	Lump Sum	
 2. Tendering and Contract		
Tender and Contract Documents for Landside Development works	Lump Sum	
	Lump Sum	

Tender and Contract Documents for East Concourse Development works

Tendering and Tender Evaluation report for East Concourse Expansion Project Lump Sum

Tendering and Tender Evaluation report for Landside Development works Lump Sum

3. Construction Monitoring & Supervision

Construction Supervision in respect of Boomerang Expansion (Immigration and Security Expansion) contract works Lump Sum

Construction Supervision in respect of Check-In Hall Expansion contract works. Lump Sum

Construction Supervision in respect of Gates 1 to 7 Renovation and Expansion Contract works. Lump Sum

Construction Supervision in respect of Air to Sea Renovation Contract works. Lump Sum

Construction Supervision in respect of East Concourse Expansion Contract works. Lump Sum

Construction Supervision in respect of Landside Development Contract works. Lump Sum

4. Defects Liability

Monitoring and Reporting for Defects Lump sum

As-Built Drawings Lump sum

Final Accounts Lump sum

Project Completion Report Lump sum

5. Reimbursable

Cost of acquisition/rental of motor vehicles for Key Personnel	Lump Sum	
Cost of Insurances	Lump Sum	
Cost of office accommodation (if not otherwise provided by MBJ)	Lump Sum	
Total of tendered Lump Sums		\$
Grand Total		\$

Attach additional pages as required.

**SCHEDULE G
HOURLY RATES FOR VARIATIONS**

Consultant is to list all key individuals nominated in its Proposal provide hourly rates for variations to the Services. The list may include others not nominated in the Proposal. Rates must cover all costs and allowances including but not limited to profit, overhead and margins, and shall be exclusive of GCT. The hourly rates will be applicable for all variations (if any) over the duration of the assignment.

Name	Project Role	Hourly Rate (USD\$/hr)

SCHEDULE H FINANCIAL STATEMENTS AND REFERENCES

The Proposer shall provide three (2) financial references from a financial institution of their choice.

Proposer shall attach Company's most recent Audited Financial Statement. If such a report is more than two (2) years old, provide the latest internal company financial report signed by the company's accountant.

PART IV
CONSULTING SERVICES AGREEMENT



CONSULTING SERVICES AGREEMENT

with

[Consultant Name]

to

Provide Project Management Services for Master Plan Development Projects for the Sangster International Airport, Montego Bay, Jamaica

ARTICLES OF AGREEMENT

MBJ AIRPORTS LIMITED hereinafter called “MBJ”, having its permanent address at:

Sangster International Airport
Montego Bay
St. James, JAMAICA

hereby enters into an Agreement dated April [Date], 2023 to retain [COMPANY NAME], hereinafter called “the Consultant”, having its permanent address at:

[Address]

to furnish the Services herein contained and the Consultant agrees to furnish the Services under the terms and conditions as set out herein.

1. AGREEMENT DOCUMENTS/DEFINITIONS/GENERAL

1.1 The following documents and any amendments relating thereto form the Agreement between MBJ and Consultant:

- (a) these Articles of Agreement;
- (b) the document attached hereto as Schedule A and entitled “Description of the Project and Services”;
- (c) the document attached hereto as Schedule B and entitled “Compensation”;
- (d) the document attached hereto as Schedule C and entitled “Term, Completion Schedule, Status Reports”;
- (e) the document attached hereto as Schedule D and entitled “Miscellaneous Provisions”;
- (f) the document attached hereto as Schedule E and entitled “Insurance Requirements”;
- (g) Appendix I - Consultant’s Proposal
- (h) Appendix II - MBJ’s Code of Conduct

FOR VALUE RECEIVED, the receipt whereof is hereby acknowledged by Consultant, MBJ and Consultant agree as follows:

2. DEFINITIONS AND GENERAL

2.1 In this Agreement:

- (a) "Agreement" includes all schedules hereto and all amendments and renewals if any from time to time;
- (b) "Airport" means the Sangster International Airport, Montego Bay, Jamaica
- (c) "Compensation" means the fees, reimbursement (if any), and other compensation set out in Schedule B, plus any additional compensation agreed between the parties for Extra Work, if any, as contemplated in Schedule B;
- (d) "Contract Administrator" means MBJ personnel responsible for administration of this Agreement, as designated by MBJ from time to time, and, unless otherwise specified in Schedule D, initially MBJ Contract Administrator shall be: The Chief Executive Officer of MBJ;
- (d) "Commencement Date" shall mean the date this Agreement is fully executed by both parties as indicated above;
- (e) "Consultant" means the undersigned Consultant;
- (f) "Contract Services Suppliers" mean, collectively, all Personnel, Subcontractors, and Material Suppliers involved, utilized or engaged in connection with providing the Services under this Agreement;
- (g) "Event of Default" has the meaning assigned in paragraph 11.3;
- (h) "Extra Work", if any, means additional work or Services as contemplated in Schedule A;
- (i) "GCT" means the goods and Services tax administered under the *General Consumption Tax Act* and any successor tax or levy therefore in force from time to time;
- (j) "Material Suppliers" mean any person furnishing materials or supplies to Consultant in connection with the Services;
- (k) "Personnel" means employees and personnel of Consultant involved in providing the Services under this Agreement;
- (l) "Project" means the project described in Schedule A hereto;
- (n) "Services" mean the Services described in Schedule A hereto;
- (o) "Site" means the lands and premises leased by MBJ from the Airports Authority of Jamaica;
- (p) "Standard" means the higher of: (i) the standard implied or imposed by law; (ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or

discipline; (iii) the standard prescribed or contemplated by this Agreement;

- (q) "Subcontractors" mean subcontractors, agents or third parties engaged by Consultant in connection with providing or supplying the Services; the services will not be subcontracted without the written agreement of MBJ pursuant to clause 13 herein;
- (r) "Term" means the term specified in Schedule C, subject to extension or earlier termination in accordance with the provisions hereof;
- (s) "Work Product" means all drawings, plans, models, designs, reports, specifications, calculations and other documents and electronic media, and all concepts, products, prototypes and processes prepared, produced or developed by or at the direction of Consultant or any Contract Services Supplier directly or indirectly in connection with the Project or the performance of the Services;

- 2.2 The headings appearing in this Agreement are for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provision.
- 2.3 All references to any party, whether a party to this Agreement or not, shall be read with such changes in number and gender as the context or reference reasonably requires.
- 2.4 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of the United States of America.
- 2.5 If Consultant is comprised of more than one person, then all liabilities and obligations shall be joint and several.
- 2.6 The proper law of this Agreement is the law of Jamaica. Consultant hereby submits and attorns to the jurisdiction of the Courts of Jamaica.
- 2.7 This Agreement, the schedules to this Agreement, and any documents expressly contemplated by this Agreement, constitute the entire Agreement between the parties and supersede all previous communications, representations and Agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 2.8 Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 2.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

3. **SERVICES**

- 3.1 Consultant shall provide and perform the Services set out at Schedule A in accordance with the terms of this Agreement to and for the benefit of MBJ. Consultant shall provide the Services to the Standard and shall at all times comply with and perform to the Standard. The duties and obligations of Consultant set out in this Agreement are in addition to and shall not be construed so as to limit or derogate from Consultant's duties or obligations at law or in equity. Consultant shall act with

utmost good faith towards MBJ and shall observe and perform the obligations of a fiduciary, in connection with performance of the Services hereunder.

- 3.2 Consultant shall provide all equipment, supplies and materials necessary in connection with providing and carrying out the Services.

4. COMPENSATION

- 4.1 In consideration of the performance of the Services by Consultant in accordance with this Agreement, MBJ shall pay to Consultant the Compensation in accordance with Schedule B. Payment of the Compensation will be subject to any adjustment provided for in this Agreement. MBJ shall have the right to set off against payment of the Compensation any charge, liability or indebtedness owed by Consultant to MBJ.

5. CONTRACT SERVICES SUPPLIERS

- 5.1 Consultant represents to MBJ that it and all Contract Services Suppliers, if any, are competent and have the qualifications, designation, experience and capabilities necessary to carry out the Services to the Standard.
- 5.2 Consultant shall ensure that all Contract Services Suppliers comply with the provisions and stipulations of this Agreement.

6. SECURITY AND SAFETY MEASURES; ENVIRONMENTAL; POLICIES, RULES AND REGULATIONS

- 6.1 MBJ may prescribe rules, regulations, policies and procedures from time to time for:
- (a) matters pertaining to security and safety, including issuance of passes, keys, badges, and like devices, and MBJ may charge reasonable fees for the issuance thereof;
 - (b) environmental matters;
 - (c) archaeological matters; and
 - (d) such other matters as MBJ may from time to time prescribe. Consultant shall be responsible to ensure that it, its employees and all Contract Services Suppliers comply with such rules, regulations, policies and procedures in effect from time to time. Such rules, regulations, policies and procedures may be changed by MBJ from time to time and will be communicated in writing to the Consultant. MBJ may at any time prescribe specific stipulations applicable to Consultant and Contract Services Suppliers.

7. INSURANCE AND INDEMNIFICATION

- 7.1 Consultant shall comply with and abide by the stipulations regarding insurance as set out in Schedule "F".
- 7.2 Consultant shall defend, fully indemnify and hold harmless MBJ and all directors, officers, agents, servants and employees of MBJ from and against any claim, demand, expense (including legal fees and disbursements), lien, award or liability for breach of contract, negligence or other tort, under any statute or otherwise:

- (a) arising from the supply and provision of the Services under this Agreement and/or all related matters, including injury or death to anyone including, but not limited to, Contract Service Suppliers, loss or damage to property whether belonging to Consultant or anyone else, any claim or matter in dispute between Consultant and any Contract Service Supplier, and any failure or deficiency by Consultant in supplying and providing the Services; and
- (b) in connection with any claim on account of infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights, or of any obligation of confidentiality, in connection with the Services or Work Product or parts or materials supplied by Consultant.

7.3 For the avoidance of doubt, the Consultant shall not be liable to MBJ or its directors, officers, servants and employees for any indirect, special or consequential loss (including loss of use of any works, loss of profit, loss of any contract) which may be suffered by MBJ arising from the supply and provision of the Services under this Agreement.

8. **WORK PRODUCT**

8.1 Unless otherwise agreed in writing between Consultant and MBJ, all Work Product shall belong to MBJ and all copyright and other intellectual property or rights present and future in Work Product are hereby vested in MBJ. Where appropriate, Work Product shall contain the form of notice prescribed by the Universal Copyright Convention indicating MBJ as the owner.

8.2 Consultant shall obtain releases, licenses, permissions and other authorizations in connection with any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights held by third parties, as may be required.

8.3 Consultant shall deliver to MBJ on request copies of all Work Product and all files and correspondence pertaining to performance of this Agreement including Work Product and files and correspondence of Contract Services Suppliers.

8.4 Risk of loss, theft or damage to Work Product shall rest with Consultant, until delivered to MBJ.

9. **CONFIDENTIALITY**

9.1 Subject to paragraph 9.2, Consultant shall not disclose any information, plans or designs to which Consultant may have access by virtue of its connection with the Project (unless such information, plans or designs are already publicly available or were disclosed to Consultant by a third party in a non-confidential capacity), or any Work Product or information developed by Consultant in connection with the Project, to any person not expressly authorized by MBJ to receive such information, plans, designs or Work Product. Consultant shall ensure that all Contract Services Suppliers comply with the foregoing confidentiality requirements. MBJ may make the following directions to safeguard the confidentiality of all such information, plans, designs and Work Product:

- (a) restrictions upon personnel to be permitted access to information, plans, designs or Work Product;
- (b) restrictions upon time and place of access and method of reproduction;

- (c) restrictions upon uses to which such information, plans, designs or Work Product may be put by Consultant; and
- (d) the imposition of other procedures necessary in the reasonable opinion of MBJ to protect and safeguard confidentiality, both before and after the termination of this Agreement.

MBJ may require, and in such event Consultant shall require, any Contract Services Supplier to execute an Agreement with MBJ regarding the confidentiality of all information, plans, designs and Work Product.

9.2 At any time before the termination of this Agreement, Consultant may disclose information, plans, designs or Work Product respecting the Project to certain persons without the express authorization of MBJ provided that such disclosure is:

- (a) strictly limited to information, plans or designs which Consultant, exercising its best professional judgement, deems to be essential to the performance of the Services and for the benefit of MBJ; and
- (b) made only to governmental or regulatory agencies or other third parties acting in an official or professional capacity relating to the Project.

9.3 Consultant acknowledges that in the event of breach by Consultant of its obligations of confidentiality, damages would be an inadequate remedy. Consultant agrees that MBJ, in addition to and without limiting any other right or remedy it may have, will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

10. **ACCOUNTS AND RECORDS**

10.1 Consultant shall keep proper accounts and records of all expenditures made in connection with the Services and all invoices, receipts and vouchers relating thereto.

11. **TERMINATION OF SERVICES OR AGREEMENT**

11.1 This Agreement will remain in effect until expiry of the Term or termination as provided for herein.

11.2 MBJ may terminate this Agreement before completion of the Services or expiry of the Term, anything to the contrary herein notwithstanding, as follows:

- (a) upon thirty (30) days' notice to Consultant; or
- (b) at the option of MBJ, at any time upon the happening of an Event of Default.

11.3 For the purposes of this Agreement, an "Event of Default" shall be deemed to occur if:

- (a) Consultant is in breach of any covenant, obligation or representation hereunder and such breach is material;
- (b) MBJ, acting reasonably, considers that it is likely that Consultant will not complete the

Services, or any part of the Services, in accordance with the scheduled completion dates or performance schedule set out herein and such failure to meet the scheduled completion dates or performance schedule is, in the opinion of MBJ, not due to events or circumstances beyond Consultant's control or which were reasonably foreseeable at the time this Agreement was entered into;

- (c) MBJ, acting reasonably, considers that Consultant, or any agent or employee of Consultant, has acted or is acting in a manner detrimental to MBJ or the Project;
 - (d) Consultant becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it;
 - (e) any Contract Services Supplier becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and MBJ acting reasonably is concerned with regard to potential adverse impact on the Project.
- 11.4 Where the Agreement is terminated under paragraph 11.2(a), MBJ shall pay to Consultant such part of the Compensation as can reasonably be considered to have been earned by Consultant to the date of termination and recognition shall be given for reasonable costs for shutdown and start-up provided that Consultant shall make reasonable efforts to mitigate. Upon the termination of this Agreement and payment as required under this Agreement, MBJ shall have no further obligation or liability to Consultant in connection with this Agreement or its termination and may as a condition of final payment under this Agreement require Consultant to execute and deliver a release and discharge in favour of MBJ.
- 11.5 In the case of an Event of Default, including if Consultant fails to supply and provide the Services or any part thereof in accordance with this Agreement, MBJ shall, by writing, notify the Consultant that an Event of Default has occurred. The Consultant shall have fifteen (15) days from the date of the said notice to remedy any such breach or default failing which MBJ shall be entitled to terminate this Agreement forthwith. Where the breach or default is such that it not possible to be cured by the Consultant, working diligently, within a period of fifteen (15) days from the date of the said notice to remedy such breach or default, MBJ may, at its sole option without prejudice to any other right or remedy, grant the Consultant additional time, after consultation between the parties to remedy such breach or default. If the Consultant then fails to remedy or cure such breach or default within the additional time agreed, MBJ shall be entitled to terminate this Agreement forthwith.
- 11.6 Termination for any reason of this Agreement shall not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination as provided for herein. Without limiting the foregoing, for clarity, this will record that it is understood that the provisions of Articles 7, 8, 9, 10, 14, and 15 and the Schedules shall survive termination.
- 11.7 Save and except for the provisions related to Delay Damages specified at Schedule C of this Agreement, the remedies of MBJ in this Agreement are cumulative and are in addition to any remedies available to MBJ at law or in equity. No remedy will be deemed to exclude or to restrict the right of MBJ to any remedies against Consultant and MBJ may from time to time have recourse to one or more of the remedies specified in this Agreement or at law or in equity notwithstanding the termination of this Agreement.

11.8 MBJ retains the right, whether or not Consultant is in default hereunder, to carry out and perform any of the Services and to engage others in doing so; but MBJ will be entitled to claim over and charge Consultant, as provided for in 11.5, only if Consultant is in breach or default of its obligations hereunder.

11.9 MBJ may, at any time and from time to time by delivery of notice in writing to Consultant, suspend the performance of the Services for the period of time specified in such notice. In that event MBJ shall pay to Consultant such part of the Compensation as can reasonably be considered to have been earned by Consultant to the date of the suspension.

12. **COOPERATION AND COORDINATION**

12.1 Consultant shall cooperate and coordinate the performance of the Services with MBJ's personnel and MBJ's contractors, subcontractors, suppliers, and other Consultants.

12.2 MBJ is a customer and service-driven organization. MBJ and Consultant agree to work cooperatively in carrying out the Project and the Services, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing inconvenience to users of the Airport.

13. **ASSIGNMENT**

13.1 Consultant shall not be entitled to assign this Agreement or any portion of this Agreement either voluntarily, involuntarily or by operation of law, and Consultant shall not have any right, power or authority to subcontract or delegate the supply or provision of the Services to be performed hereunder, or any portion thereof, without MBJ's written approval, which approval may be arbitrarily withheld.

13.2 If Consultant is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of paragraph 13.1.

14. **COMPLIANCE WITH LAWS**

14.1 In carrying out its obligations hereunder Consultant shall comply with all laws, regulations and statutory requirements of every national, municipal, regional and/or other statutory authority applicable to the Project and the Services.

14.2 Consultant shall obtain all requisite permits and licenses, if any, for supplying and providing the Services under this Agreement; provided that Consultant must obtain approval of MBJ before any application for licence or permit is made. Consultant does not have the authority without written approval of MBJ to submit to any regulatory regime or regulatory authority, and has no authority to make any such application without prior approval of MBJ as aforesaid.

15. **PERFORMANCE GUARANTEE**

15.1 The Consultant shall provide to MBJ, upon the execution of the contract by the parties, as security for the proper performance of the Services, a Performance Guarantee, in an amount equivalent to 10% of the Compensation which has an effective period not less than the Term and being thirty (30) days past the date of completion of the services. If the Contractor fails to perform the Services according to the specifications set out in Schedule A, MBJ shall be entitled to draw on the

Performance Guarantee for any losses suffered as a result of the failure of the Consultant to perform up to the amount of the Performance Guarantee.

- 15.2 The Performance Guarantee shall be in the form set out at Schedule E and shall be from a company acceptable to MBJ or in such other form as may be agreed by MBJ in writing.
- 15.3 The Performance Guarantee shall be valid until the Consultant has satisfactorily executed and completed the Services.
- 15.4 The cost of complying with the requirements of this Article 15 shall be borne by the Consultant.
- 15.5 If the Consultant fails to provide the Performance Guarantee on a timely basis, or to renew or extend such Performance Guarantee, same shall be considered an Event of Default under Article 11.3(a) and MBJ shall be entitled to withdraw or to terminate this Agreement in accordance with provisions of Article 11.2 (b).
- 15.6 If the Term of the Agreement is extended, the Consultant shall provide to MBJ an acceptable notice of renewal of the Performance Guarantee at least fourteen (14) calendar days prior to the date on which the existing Performance Guarantee expires.

16. CONSULTANT NOT AGENT OR EMPLOYEE

- 16.1 Consultant is acting as independent contractor in performing the Services hereunder. Consultant is not the employee or agent of MBJ and shall not enter or purport to enter into any contract or subcontract on behalf of MBJ. All persons employed by or subcontracted to Consultant to perform Services hereunder shall be employees or subcontractors, as the case may be, of Consultant and shall not be agents or employees of MBJ.

17.1. NO JOINT VENTURE, PARTNERSHIP, OR PRINCIPAL AGENT RELATIONSHIP

- 17.2 Consultant and MBJ acknowledge that no joint venture, partnership, or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and covenant that they will not assert otherwise.

18. Intentionally deleted

19. SECRET BENEFIT

- 19.1 The Contractor, his agents and employees shall not give or offer to give to any director, officer, employee or agent of MBJ or to MBJ any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. The Contractor shall observe the "Supplier obligations under MBJ's Code of Conduct Policy" at Appendix II of this Agreement. Contravention of this provision will permit MBJ to terminate this Agreement.

20. MISCELLANEOUS

- 20.1 (a) Consultant shall not display any signs or advertising on Site without the prior approval of MBJ.

- (b) Consultant shall not distribute any literature or otherwise promote the engagement by MBJ without the prior approval of MBJ, provided that MBJ will not withhold such approval unless MBJ has a valid business reason for doing so.
- 20.2 Consultant shall not without the prior consent of MBJ contract with or provide Services on Site to any person other than MBJ. Such consent shall not be unreasonably withheld. MBJ may, as a condition of giving consent, stipulate reasonable conditions.
- 20.3 Consultant shall comply with all applicable laws including but not limited to those related to taxation, health and safety, immigration, custom and duties, Workers' compensation, human rights, and labour and employment laws, rules, notices, directives, standards, orders and regulations. Consultant shall upon request by MBJ provide certificates of compliance from regulatory bodies or other evidence of compliance. Consultant accepts full and exclusive responsibility and liability for payment of taxes and for contributions required to be made on behalf of its employees under any provision of any law, or other remuneration paid or payable by Consultant to or on behalf of Contract Services Suppliers engaged in connection with the Services. Consultant shall cause each Subcontractor or Material Supplier who performs any part of the work hereunder to accept the same responsibility and liability.
- 20.4 MBJ shall be liable for GCT as may be applicable. Unless otherwise specified in this Agreement, Consultant is responsible for payment of withholding tax, if applicable, and all Compensation is inclusive of taxes. Consultant shall be responsible for and shall pay any other applicable taxes, rates, custom charges, duties, imposts and levies.
- 20.5 Consultant declares that Consultant has no financial interest, affinity or association in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of this Agreement, Consultant shall declare it immediately in writing to MBJ's Contract Administrator. Consultant warrants that it has no predisposition, affinity, or association with any third party that would impair or qualify the provision of the Services or any related work on the Project.
- 20.6 In the event of any dispute or controversy arising out of or in connection with this Agreement:
 - (a) Such dispute or controversy shall be referred to an independent mediator appointed by the Dispute Resolution Foundation of Jamaica for resolution. Each party agrees to bear the cost of mediation equally.
 - (b) Where good faith efforts to resolve the dispute or controversy using the Mediator fail, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.
 - (c) The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

20.7 Whenever in this Agreement, it is required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if hand delivered or forwarded by registered or certified mail and authenticated email as follows:

To MBJ: MBJ Airports Limited
Sangster International Airport
Montego Bay, St. James
Jamaica, West Indies
Phone: (876) 952-3133-4, 971-6689
Fax: (876) 940-6591/971-9598
Email: smunroe@mbjairport.com
Attention: Chief Executive Officer

To Consultant: [Name of Consultant]
[Address]
Phone: [•]
Fax: [•]
Email: [•]
Attention: [•]

21. TIME OF THE ESSENCE

21.1 Time shall be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement:

SIGNED on behalf of MBJ AIRPORTS LIMITED by:

per: **Shane Munroe**
Chief Executive Officer

per: **Carlos Salgado**
Deputy Airport Director

In the presence of:

WITNESS

SIGNED on behalf of [NAME OF CONSULTANT] by:

per: [Title]
[Name]

per: [Title]
[Name]

In the presence of:

WITNESS

SCHEDULE A

Description of the Project and Services

1.0 SCOPE OF SERVICES

1.1 DESCRIPTION OF THIS PROJECT

Sangster International Airport (“the Airport”) is operated by MBJ Airports Limited (“MBJ”) through a partnership between Grupo Aeroportuario Del Pacífico (“GAP”) of Mexico and Vantage Airport Group of Canada through a Concession Agreement with the Government of Jamaica for thirty (30) years which commenced in 2003.

The projects are designed to bring the terminal of the airport in line with acceptable international standards as regards to service level in light of the passenger growth and types of aircraft utilising the facility in line with the Airport Master Plan 2020-2024.

The Master Plan Projects that will be part of the Project Management Services are the following:

Boomerang Expansion (approx. 4,000 sqm)

- **Component 1 – Immigration Expansion**

Expansion of the Immigration Hall to increase queue and processing capacity with and centralize all PICA operations.

- **Component 2 – Security Expansion**

Expansion of Departures Security to increase capacity with the ability to install new technologies.

Check-in Hall Expansion

Expansion of the check-in hall to increase queue and processing capacity.

Gates 1 to 7 Expansion

Full renovation of Gates 1 to 7, including additional holdroom capacity and a new ramp for gates 6 and 7.

Air to Sea Lounge

Purpose-built arrivals space for cruise traffic providing dedicated space for landing procedures and coach waiting.

Landside Development (Parking and Roads)

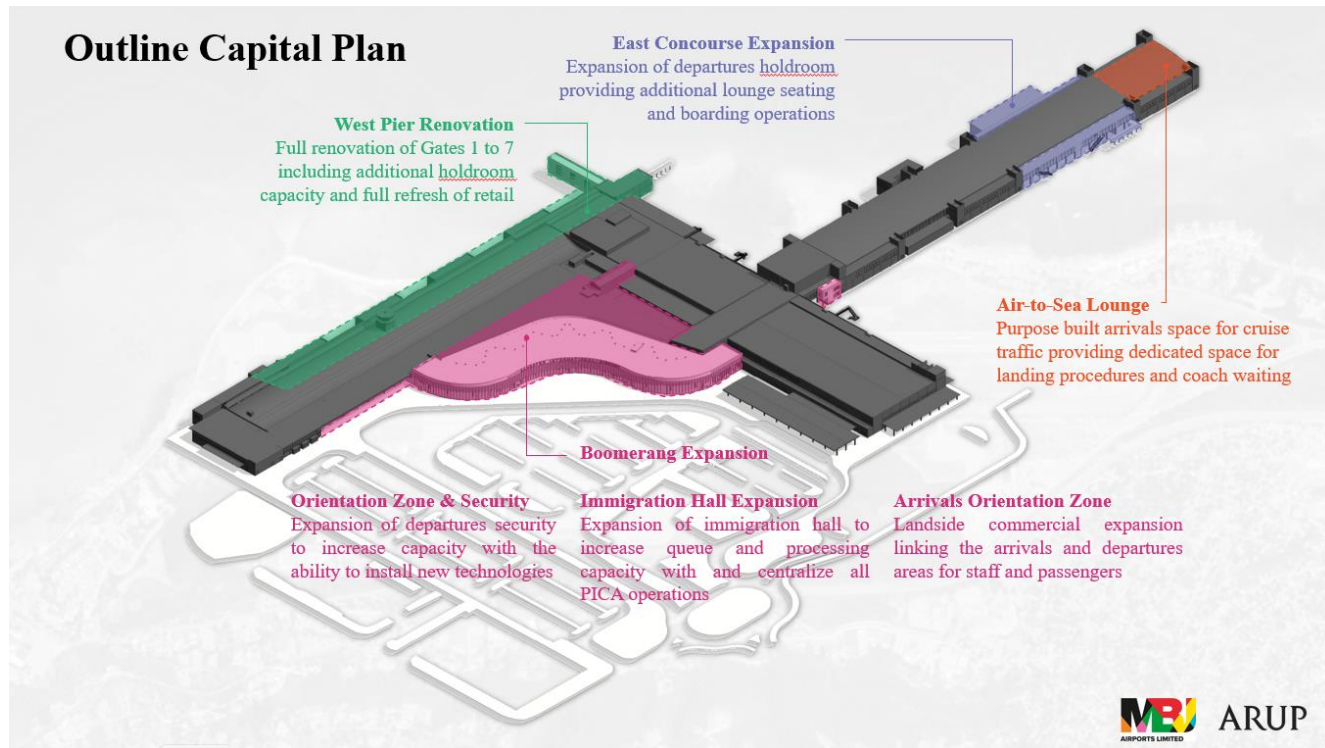
Expansion of the car park facilities and increase the airport access road capacity.

East Concourse Expansion

Expansion of departures hold room providing additional lounge seating and boarding operations.

A high-level presentation will be shared for a better understanding of the scope of these of the projects.

Outline Capital Plan



1.2 DESCRIPTION OF SERVICES

1.2.1 General

The Project Manager is responsible for the management of the Project to the Client's satisfaction. The services to be provided by the project manager extend over the four phases of the project namely:

Phase A: This is the Planning and Design phase for the Landside Development Project and East Concourse Expansion is estimated for a period of three (3) months and includes for Design Review Services, Technical Liaison with authorities, Preparation of Project Schedule, Preparation of Cost Estimates, and Project Presentation Support services.

Phase B: This phase is for Procurement Support Services for the Landside Development Project and East Concourse Expansion and is estimated for a period of three (3) months and includes the preparation of proposal documents and provision of the necessary tendering services to contract for the engagement of Work Service Providers.

Phase C: This phase is for Construction Supervision Services, is estimated for a period of twenty-four (24) months and includes for the provision of services necessary for timely, quality and cost-effective implementation of the various work contracts.

Phase D: This phase is for the Defects Liability Support Services and is estimated for a period of twelve (12) months and includes for the identification of any defects during this period and bring to attention of the pertinent service provider for correction, ensuring remedial works executed and preparation of final certificates. It is with a significant scale down of the Project Management team.

The Project Manager shall:

- Manage the Project on the Client's behalf;
- Confirm at the outset and manage, coordinate and deliver the Project to meet the Client's strategic needs and Project objectives, any constraints or special needs, performance requirements, requirements for approvals and acceptable levels of service, the Project Budget and Project Program;
- Plan, implement and manage Contracts for completion of specified activities or activities agreed with the Client and production of specified deliverables within the agreed period and cost;
- Take all necessary action to maintain overall progress in accordance with approved programs and budgets;
- Prepare and present to the Client, and when required by the Client to stakeholders, reports seeking progressive endorsement of proposed Project outcomes

1.2.2 Project Program

The Project Manager shall:

- Develop, refine and control an Approved Project Program (the Project Program or latest revision to the Project Program if approved) which:
 - Takes into account and shows with graphical representation using Gantt diagrams, Project timing and other relevant information contained in the Project Description,
 - shows key Project activities and resource requirements,
 - Is developed reflecting a realistic construction execution and estimated progress;
 - Identifies all activities, including approvals and clearances and inputs required from the Client and others, and highlights the critical milestones for each phase of the Project,
 - Covers all Service Providers and any other relevant participants;
- Submit to the Client for approval when directed a description of any proposed revision to the Approved Project Program including reasons for the changes;
- Provide to the Client a hard and electronic (Microsoft Projects) copy of each Approved Project Program.

1.2.3 Project Budget

The Project Manager shall:

- Develop, refine and control an Approved Project Budget (the Project Budget or latest revision to the Project Budget if approved) which:
 - Takes into account and shows relevant information contained in the Project Description,
 - Shows dissected estimates of the cost of key Project activities,
 - Covers all Service Providers and any other relevant participants;
- Develop estimates of cost for the current phase, future phases and the Project as a whole consistent with the Approved Project Budget, and update these estimates as the need arises for a progressive estimate of final Project Cost;

- Cost estimates to be based on priced Bill of Quantities which takes into account prevailing market rates for labour, equipment and materials; shall make allowances for physical and financial contingencies over the contract period and shall agree with the Client the source indices to be adopted for price adjustment;
- The price calculation of the different construction units will be supported by breakdown of direct and indirect costs, overheads and general expenses and industrial profit required for its accomplishment, excluding taxes;
- Prepare Bills of Quantities to facilitate accurate pricing of tenders and subsequent administration of the contract. These shall be based on best professional practice and shall pay special attention to the completeness of pay items, the accuracy of quantities, and ensuring absolute compatibility between the Method of Measurement and Bill of Quantities;
- Include in his proposal a description of how the overall adequacy of the Bill of Quantities and Method of Measurement and the accuracy of the quantities are to be assured..
- Make recommendations and agree with the Client on the level of provisional quantities/items and contingencies to be included in the Bills of Quantities
- Submit to the Client a description of any proposed revision to the Approved Project Budget for approval, including reasons for the changes;
- Provide to the Client a copy of each Approved Project Budget;
- Develop cash flow predictions consistent with the Approved Project Program and Approved Project Budget for the duration of the Project, and update the predictions at monthly intervals;
- Not allow the Approved Project Budget to be exceeded without prior approval of the Client.

1.2.4 Project Scope

The Project Manager shall:

- Manage the potential for benefits and adverse impacts, and demonstrate the cost, time, fee and functional ramifications to enable informed decisions to be made on proposed variations and changes of scope;
- Demonstrate to the Client as required , and stakeholders as appropriate, the risk exposure including cost, time, fee and functional ramifications to the Project to enable informed decisions to be made including change directed or proposed by the Client to Project scope;
- Not change the scope of the Project without direction by the Client including confirmation in writing of the Client's understanding of the ramifications;
- Keep a record of the Client's approved changes to Project scope and associated revisions to the Approved Project Budget and Approved Project Program.

1.2.5 Services Delivery Plan

The Project Manager shall develop, document, implement and maintain a Services Delivery Plan. The Services Delivery Plan shall cover at least:

- Detailed Project Program (incl. Scope, Schedule & Cost Estimates, etc.) report
- the Services as they relate to the Approved Project Program and Approved Project Budget;

- staged completion dates/ current forecast milestones,
- the anticipated Project completion date;
- scheduled Service Provider activities and the integration of their Contract Works;
- the deliverables required to satisfy the Agreement including provision for reviews and approvals, and reference to the associated records that are to be produced;
- the Fee component and reimbursable expenses for each phase of Services;
- a project organisation chart showing key professionals, and sub-consultants and their relationships and major interfaces;
- key actions related to selection and management of Service Providers;
- regulatory requirements relevant to this Agreement including, but not limited to, building codes, standards, regulations, guideline and control documents, SAFETY AND HEALTH procedures and design codes;
- documentation management and control, including the reports and other documents to be prepared and delivered by Service Providers;
- design management;
- quality management;
- risk management;
- procurement management;
- environmental management;
- stakeholder communication, consultation and liaison;
- auditing and audit trails;
- reporting and monitoring;
- safety and health in design and for work site activities.

The Project Manager shall provide the Services Delivery Plan within the time specified in the signed Agreement, or as otherwise agreed by the Client to suit the progressive implementation of the Services Delivery Plan. The Services Delivery Plan may be prepared in stages, but the relevant parts of the Plan shall be submitted, considered by the Client (allow 7 days from receipt by the Client), and in place before related services commence.

With each Agreement payment claim the Project Manager shall advise if the Services Delivery Plan has been revised and if so, submit details of the changes.

1.2.6 Liaison and Co-ordination

The Project Manager shall:

- Establish and maintain a Project team and maintain a record of its composition;
- represent the Client as the single point of contact between the Client and the Service Providers;
- identify, inform and involve approval authorities and stakeholders including affected organisations;
- manage the interface between the Client, Service Providers, user groups and other stakeholders and approval authorities;
- manage the consultation process to ensure a comprehensive input by user groups and other stakeholders into the development of the Project;
- not incorporate into the Project requirements and requests raised by user groups and other stakeholders without the Client's approval;

- plan, brief, coordinate, direct, supervise and control the activities of Service Providers for satisfactory completion of the Project within the Approved Project Program and Approved Project Budget, and cash flow agreed with the Client;
- secure all necessary approvals from the Client and other agencies;
- bring issues that require consideration and/or decision by the Client to the Client's attention as they arise, including options for their resolution which include the impact on the Project and its program, and recommend a course of action;
- take all necessary action for and assist in effective and timely resolution of issues;
- prepare correspondence, reports and minutes relevant to the Project, including briefing notes to the Client as necessary;
- prepare submissions, reports and briefing notes for other interested parties when instructed by the Client.

1.2.7 Meetings

The Project Manager shall:

- Develop Project meeting requirements in consultation with the Client;
- Attend or conduct as required project management committees and working parties including taking and issuing minutes and keeping other records;
- Conduct Project coordination meetings with Service Providers, issue agendas, manage correspondence, chair, take and issue minutes as required;
- Advise the Client of the dates of Project coordination meetings at least one week in advance;
- Arrange and participate in presentations and meetings required under the Contracts;
- Attend or conduct as required stakeholders' liaison meetings including all planning, preparation and notices, management and support.

1.2.8 Reporting

The Project Manager shall:

- Prepare and present to the Client, and when required by the Client to stakeholders, a written monthly Project Report addressing;
 - Project status against the Approved Project Program;
 - Services status against the Approved Project Program;
 - Project Cost to Date compared with the Approved Project Budget;
 - Risk management issues status and recommended actions;
 - The forecast effect of design changes on progress;
 - Updated anticipated cash flow;
 - Expenditure of contingency allowance;
 - Decisions affecting or likely to affect the Project;
 - Summary of delays claimed, recommended and/or approved in relation to the Agreement and the Contracts;
 - Summary of approved variations and claims;
 - Summary of potential variations and claims;
 - Industrial disputes affecting progress

- Photographs showing progress;
- Any other significant matters, including potential claims, delays and disputes, with recommended action to keep the Project on time and budget;
- Receive, review and incorporate into monthly reports to the Client, progress reports from Service Providers.

1.2.9 Record Keeping

The Project Manager shall in a systematic and organised manner:

- Maintain accurate records of meetings, reports, financial monitoring data, drawings, specifications, briefs, approvals, work-as-executed records and test records related to the Services and Contract Works in an online data storage that is continuously available to the client;
- Maintain orderly working files, correspondence, minutes of meetings and conferences, permits, submittal data, submittal registers, inspection and monthly progress reports, contract construction compliance notices, punch lists and contract documents -- including amendments, notices to proceed, change orders and modifications -- all in a system which is compatible with the Client's protocols;
- Prepare a Supervision Manual which will lay out procedures to be followed during the execution of the works. The Manual will also serve as a basis for on-the-job training of the Client's Representative staff during the implementation of the works contract
- Take delivery and record the receipt of deliverables from Service Providers;
- Transfer and record the transmission of deliverables to the Client; and
- Retain a copy of all contract-related files for seven (7) years from completion of the Services or termination and make these accessible to the Client on request.

1.2.10 Policies and Guidelines

The Project Manager shall:

- Ensure inclusion of the requirements of relevant, security, safety and health etc., regulations, policies and guidelines in the Contracts and monitor the compliance of Service Providers,
- Comply with relevant airport, aviation and construction industry regulatory guidelines,
- Implement procedures and processes required to ensure compliance;
- If the Project Manager has drawn non-compliance with policies and/or guidelines to a Service Provider's attention and compliance has not been met within a reasonable time and the policy or guidelines require the matter to be reported, the Project Manager shall advise the Client of the non-compliance in writing, giving details.

1.2.11 Safety and Health Management

- The Project Manager shall prepare and implement a Safety and Health Management Plan (the Plan) for the Services, complying with or exceeding the national Safety and Health programme and policy and Industrial Safety.
- The Plan shall address maintaining compliance with JCAA and ICAO regulations for Airfield Safety during the life of the project.

- The Plan may be prepared in stages, but the relevant parts of the Plan shall be submitted and in place before design or construction work commences.
- The proposed Safety and Health Management Strategy provided with the Project Manager's Proposal shall be incorporated into the Plan.
- The Plan shall address statements of responsibilities, design and other consultant services, Safety and Health training, incident management, risk management control, and consultation.
- The Project Manager shall:
 - manage the Services in accordance with the Plan;
 - encourage a best practice work health and safety culture, including design;
 - ensure the continued safety operations of the airport
 - ensure the Plan is regularly audited internally and externally;
 - review Safety and Health management plan(s) prepared by the Service Provider(s) and monitor implementation and compliance with the relevant Contract(s); and
 - manage the receipt of, and coordinate the Service Providers' Safety and Health management plans, and review, monitor, audit and report on their implementation.

1.2.12 Risk Management

The Project Manager shall:

- assess and manage Project risk as an integral part of the Services;
- in accordance with ISO 31000:2009 or equivalent; ICAO regulations and MBJ's Safety Management Systems (SMS):
 - prepare a risk management plan,
 - identify at the start of each phase risks to the Project which require more detailed analysis,
 - analyse and act on moderate risks,
 - analyse and make recommendations to the Client on major risks, and act on the Client's direction;
 - monitor and report on the management and impacts of moderate and major risks;
- supply on request evidence of particular risk management processes;
- in the event of adjudication or arbitration, provide the necessary personnel and expertise to advise and assist the Client in any such process and prepare any further analysis of the Contractor's claims submissions as may be necessary to assist the Client in the presentation of its case.

1.2.13 Procurement Strategy

- The Project Manager shall assist the Client to select the most appropriate project procurement system and develop the contract packages.

1.2.14 Engagement of Service Providers

The Project Manager shall:

- obtain approval from the Client to every proposed Contract, its scope, and estimates of cost and time for completion;
- ensure that the engagement of Service Providers complies with the principles and procedures of the relevant documents for procurement unless otherwise directed by the Client;
- invite expressions of interest or arrange pre-qualification when there are no qualified tenderers where needs be;
- prepare tender documents complete and fully detailed in the form, nature and character of the relevant Contract, and ensure the tender documents have the commercial and contractual clauses required;
- manage the invitation and close of tenders to include clarifications and/or answers to queries and/or questions at pre-tender meetings and/or pre-tender process;
- manage pre-tender site meetings where necessary;
- evaluate tenders in consultation with the Client and submit a tender evaluation report with recommendation for acceptance;
- provide technical support during any negotiation process;
- prepare letters of award for issue by the Client and issue letters to unsuccessful tenderers.

1.2.15 Management of Service Providers

The Project Manager shall:

- act as the person appointed to act on behalf of the Client for each Contract as the Client's Authorised Person or Client's Representative in accordance with procedures and authorities delegated by the Client;
- manage Contracts in accordance with the principles and procedures required and as advised by the Client;
- act as appropriate so that the Client may satisfy its obligations under the Contracts;
- check that insurances are effected and maintained as required in the Contracts;
- review and assess Service Providers' management plans and conduct quality management system audits;
- respond promptly to requests for information from Service Providers, supply responses by written instruction, and keep records of the transactions;
- monitor the progress of specified activities and the production of specified deliverables to satisfy the Client and relevant authorities, and to meet technical requirements of relevant codes, ordinances, regulations and standards;
- check that Service Providers have supplied certification of deliverables for compliance with the relevant specification, statutory requirements, and codes;
- manage the submission of all draft documentation (including shop drawing) supplied by Service Providers to the Client for review and facilitate the approval process as follows:
 - review draft documentation supplied by Service Providers and provide return comment;
 - return documentation containing errors, or of inadequate quality or standard to the Service Provider for amendment;
 - submit draft documentation of acceptable quality and standard, with comments, to the Client for review;
 - consolidate all review comments, on behalf of the Client, and forward these to the Service Providers;

- review and comment on final documentation and submit to the Client for approval only when it is of acceptable quality and standard;
- ensure that adequate inspection of Contract Work takes place in accordance with the Contracts;
- advise Service Providers of non-compliance with the Contract;
- examine and provide comment to Service Providers as appropriate on shop drawings;
- supervise the Service Providers to make sure that Contract Work is being carried out within contract conditions and to make sure that required quality standards are being met;
- inspect all samples supplied by Service Providers;
- require that any variation from acceptable standards be approved by the relevant Statutory Authorities before consideration for acceptance;
- monitor Service Provider progress on a continuous basis;
- check and report to the Client on the value of progress claims;
- make recommendations to the Client as appropriate concerning certification of contractual outcomes;
- when in receipt of a payment claim:
 - follow the Client's payment procedures,
 - carry out all action required to ensure the Client meets its obligations under the Contract;
- advise on options for, get approval to and take action on the mitigation of delays and resolution of issues;
- issue letters of determination to Service Providers regarding claims settlement as directed by the Client;
- manage resolution of Contract disputes with Service Providers in accordance with the Client's requirements;
- report on Service Provider performance;

1.2.16 Management of Design

The Project Manager shall:

- coordinate consultation between the Client and the designer(s) to assist with the identification of risks with the construction, use and maintenance of the structure and the elimination of those risks, or, if not reasonably practicable to eliminate them, to minimise the risks as far as reasonably practicable;
- require the designer(s) to demonstrate compliance with the safe design and other obligations of ICAO, Annexes 10, 14 & 16; JCAA Regulations; the Factories Act and Building Operations, National Environment Planning Agency and Works of Engineering Construction (BOWEC) Regulations, International Building Code (IBC) and IATA ADRM 12. This includes, but is not limited to:
 - consulting with the Client to enable the identification of risks, and whenever reasonably practicable the elimination or minimisation of the risks;
 - providing adequate information with the design about:
 - the purpose for which the structure was designed;
 - the results of any calculations, testing, analysis or examination;

- any conditions necessary to ensure that the structure is without risks when used for a purpose for which it was designed, or when carrying out an activity related to the structure such as construction, maintenance and demolition;
- a written report that specifies the hazards relating to the design that, so far as the designer is reasonably aware, create a risk to persons carrying out the construction work.
- written approval from all regulatory or planning agencies.
- conduct critical review of existing detailed designs & specifications, and associated Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP)
- review any design brief for all components of project, including the functional analysis and complete room data information;
- obtain drawings of a type and scale sufficient to describe the scope of works for tender and construction purposes as well as sufficient for obtaining building permits &/or license;
- obtain specifications to also specify the characteristics of the different materials to be used and the tests that they must pass, in order to check that they meet the necessary requirements and that they comply with the regulations in force. The facilities and installations required for the execution of construction works shall be specified, as well as the precautionary measures to be adopted during the works
- have users functional requirements that are approved by the Client incorporated in the Project;
- review and develop the preferred design option as a concept plan and submit for approval;
- ensure engineering (civil, structural, mechanical and electrical) services documentation are co-ordinated;
- prepare a cost effective project implementation proposal for the preferred option providing a program, staging, cash flow and recommended procurement strategy;
- provide full scope of all engineering services required plus any essential upgrading;
- liaise with the Client and Service Providers (inclusive of NWA and NWC) to generate a detailed cost plan of the total cost of the preferred option, including fixtures, fittings and equipment, construction costs and consultant fees.

1.2.17 Management of Contract Works on a Work Site

The Project Manager shall:

- ensure the Plan addresses the coordination, monitoring and verification of the Service Providers' management of safety and security of the work sites with all the phases of the Contracts, including design and construction with transition to operation phases, and common site induction/security management;
- ensure the Service Providers implement management procedures for ensuring that design solutions allow safe methods of construction, maintenance, operation and use of the Contract Works;
- liaise with MBJ airport operations team regarding Contract Works issues and activities;
- develop a Quality Management Plan (QMP) which sets forth general Quality Control (QC) and Quality Assurance (QA) procedures and policies for all work to be conducted or supervised by the Project Manager. The QMP provides quality management procedures and policy for the Project Manager to assure quality products and services during planning, design, construction and maintenance stage and its finalization will have the input of the Client;

- plan develop and implement a Quality Assurance Audit program for the project to ensure that quality is not compromised at any point along the work flow process of each contract; to be conducted at specific periods as well on an ad-hoc basis throughout the life of the project, the findings to be communicated to the Client as part of the monthly report with recommendations where necessary;
- plan and implement surveillance of the Service Providers' safety management, including the monitoring of, and reporting on, all incidents and issues, and the actions taken by the Service Providers on these matters; and
- establish appropriate processes for monitoring and responding to potential safety risks and hazards associated with the Contracts.
- manage all preliminary site activities, including relocations of affected services, demolition, services relocations, excavation, archaeological requirements and any other activities prior to construction of the Contract Works;
- supervise the construction works with due diligence and efficiency and in accordance with sound technical, administrative, financial and economic practices and shall perform all duties associated with such tasks to ensure that only the best construction practices are followed and that the final product is (i) in all respects equal to, or better than specified by the Client, (ii) at the most economic costs and (iii) in full compliance with the governing specifications including all the environmental and safety requirements;
- prepare a quality assurance plan, in consultation with the Contractor, including arrangements to check the quality of materials brought to the site, to ensure that the quality of construction is consistent with the technical specifications, and to maintain test records;
- review, comment and certify the construction work plan (works program), including mobilization, training, works execution, and post works follow-up and training;
- monitor the implementation of EMP. Review environmental mitigation measures proposed by the Contractor in consultation with the Environmental Specialist for the Client;
- ensure there is one principal contractor among the Service Providers;
- progressively check construction documents, working drawings, specifications and schedules;
- check and establish that the contractor mobilizes and supplies to the contract all plant, equipment and machinery that have been committed in the tender and ensure that all such items of plant remain on the contract until their release has been authorized. This work shall include the inspection and evaluation of all Contractor's installations, and other accommodation to ensure compliance with the terms and conditions of the Contract;
- advise on materials tests and results;
- maintain a presence on the site(s), as well as specific visits by specialists, in order to observe and to report on the progress and the quality of construction and the installation of equipment;
- arrange for the Contract Works to be measured and valued, and provide appropriate checking and verification;
- oversee all laboratory and field testing of Contractor's work, materials and product required to ensure that the quality as specified in the Contract is attained. Review all certificates of inspections, tests and approvals;
- prepare monthly certificates for payment to the contractor(s) and ensuring they accurately reflect the cost of the works completed and that invoices from goods suppliers accurately reflect the cost of the goods supplied;
- review and comment on, or recommend approval of the contractor's and/or goods suppliers' proposed change (variation) orders to the Client for approval. The Project Manager may, with prior consultation and approval by the Client effect changes that

will improve design or specification for the works. Such changes shall not increase the contract time or contract sum;

- attend claims meetings between the Client and the contractor as requested, and assisting with finalizing claims
- manage a pro-active and comprehensive monitoring and testing process to ensure Service Providers identify and make good all defects before completion of the Contract Works;
- prepare a final project construction report and as-built drawings for each component of the project.

1.2.18 Commissioning and Handover

The Project Manager shall:

- coordinate the commissioning and finalisation of the Project, ensuring that all necessary performance tests and demonstrations on and commissioning of plant and equipment are carried out in preparation for handover to the Client at Completion;
- forward to the Client, prior to occupation or handover of the Contract Works, all as-built drawings, operating and maintenance manuals, and relevant compliance certificates;
- prepare, in association with the Client, a recommended routine maintenance program detailing for the various components of the works;
- prepare a schedule of defect and maintenance criteria to guide assignment of liability for defects during the defects liability period;
- provide certification that the Contract Works are in accordance with all relevant authorities' requirements and the design documentation;
- list approved changes to the specification or design;
- inspect all Contract Works prior to Completion in conjunction with representatives nominated by the Client, prepare a list of defects and incomplete Contract Works and issue to the relevant Service Provider;
- inform the Client when each Contract reaches completion;
- advise the Client of any defects identified during the defects liability period (maintenance period) and recommend actions needed to correct them;
- ensure maintenance agreements are instituted in accordance with contractual requirements;
- prepare an Asset Maintenance Plan
- Undertake a final joint inspection and testing of works at the end of the defects liability period, with Client witnessing the Final Inspection;
- Finalize documentation of all work as executed with records, drawings, asset register, and operations manuals taking account of remedial works undertaken to correct defects arising during the defects liability period;
- prepare a schedule of inspections and testing needed to determine the nature of defects arising in the completed works during the defects liability period
- Finalize documentation of all outstanding claims by the Contractor and prepare the final payment certificate and statement of project accounts for submission to the Client for verification and payment;
- Prepare a final construction completion report.

1.2.19 Knowledge Transfer

The Project Manager shall:

- Develop the Project Management capabilities of the client including but not limited to providing project templates, software, policies, procedures, plans, guidelines, lesson learned, project performance data and information, variance analysis, estimating, risk management, etc. to assist with efficient and effective project management.

1.3 Deliverables

The Project Manager shall supply to the Client the under mentioned deliverables.

Phase A

- **Service Delivery Plan**

The project manager shall commence field inspection and document review work within two (2) weeks of the effective date of the agreement and prepare a Service Delivery Plan which shall be presented not later than four (4) week after the effective date of the agreement. The plan report shall be as per the outline in Section 1.2.5. The Plan to be updated as is necessary and shared with Client when there is an update.

- **Detailed Design Review Reports**

For each proposed works contract, a report shall be submitted to Client within two (2) weeks after submission of the proposed designs &/or design review by the design engineer. The report shall be subject to revision based on comments from Client.

- **Detailed Project Program Report**

This report shall be submitted within four weeks of the effective date of the agreement and continuously updated on a monthly basis against the initial approved baseline program. It is to outline the scope of the project, the strategy for implementation including possible risks; the project schedule and its critical path; the project budget etc.

Phase B

- **Tender Documentation**

The preparation of Bid/Tender documents for the various work designs upon approval for implementation of works to proceed.

- **Bid Evaluation Reports**

The preparation of bid evaluation reports relating to bids/tenders for the various works components, upon completion of the related activities.

- **Contract Documentation**

The preparation of Contract documents complete for each work contract approved for award

Phase C

- **Construction Supervision Progress Reports**

Submission to the Client of monthly progress reports monitoring construction progress, quality control, stakeholder discussions, health and safety, cost control, variations, etc., for each work contract and weekly progress reports monitoring construction progress;

- **Contract Completion Reports (CCRs)**

For each works contract, a CCR shall be submitted within four (4) weeks of the issue of the certificate of practical completion. A CCR shall be submitted within four (4) weeks of the substantial completion of all of the civil works. CCRs shall summarize the details of the entire period of contract implementation, detailing all costs, variations, schedules, quality control measures, etc.

Phase D

- **Practical Completion Certification**

Submit for each contract all as-built drawings, operating and maintenance manuals, and relevant compliance certificates within two weeks of issuing practical completion certificate and prior to hand-over.

- **Defects Liability Certification**

Prepare and submit final accounts for each work contract at the end of the defects liability period for said contract.

- **Project Completion Report**

Prepare and submit a draft project final construction completion report within two (2) weeks after the end of the latest defects liability period; one (1) week for Client review; one (1) week to finalize.

2.0 EXTRA WORK

Consultant acknowledges that once Consultant has become involved in the Project it may not be practicable or efficient for MBJ to engage another Consultant in connection with the Project. Consultant agrees that from time to time MBJ may request that Consultant carry out or provide additional supplies or Services, ancillary or related to the Services or the Project. In such cases, MBJ shall pay Compensation to Consultant as separately agreed in writing **prior** by MBJ and Consultant from time to time. For the avoidance of doubt where the parties do not reach an agreement regarding the compensation for Extra Work, the Consultant shall not be obligated to undertake any such Extra Work.

For any determination as to whether any work or Services constitute Extra Work, or are covered under this Agreement without additional charge to MBJ, or as to the costs or Compensation attributable thereto, or any agreement as to the period of time within the Extra Work is to be provided or supplied by the Consultant, MBJ's Contract Administrator responsible for the day-to-day

management of this Agreement will try to come to an agreement with Consultant's representative. If unable to reach an Agreement the provisions of Article 20.6 of the Agreement will be applicable to resolve the dispute.

SCHEDULE B
Compensation

1. FEES

The Compensation to the Consultant for the Services has been agreed and fixed at USD \$[TBD] exclusive of GCT and payable as follows:

[Breakdown of compensation amounts to be populated based on Consultant Proposal]

The total payment due to the Consultant shall not exceed the Compensation set out above which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Schedule A.

The payments to the Consultant shall be on a milestone basis (except for the Construction Phase) where the Consultant shall receive payment once all obligations and conditions in respect of that payment have been completed to the satisfaction of MBJ and the Project Manager. For the Construction Phase, the Consultant shall receive payment on a percentage complete basis as reasonably agreed by the Consultant, MBJ and the Project Manager.

2. DISBURSEMENTS

No reimbursement for disbursements or expenses, as the fees stated above are inclusive of any disbursements or expenses which may be incurred by Consultant.

3. GENERAL PROVISIONS REGARDING PAYMENT

Anything to the contrary herein notwithstanding, payment shall not be due from MBJ until the later of: (i) the due date, as otherwise determined hereunder; and (ii) 30 days after receipt by MBJ of Consultant's invoice therefor, after the work has been carried out.

If at any time any item of Compensation is in issue, then the amount not in issue will, notwithstanding, be paid when due.

Where this Agreement calls for payments in instalments, such instalments will be made in arrears. Such instalments shall be paid thirty (30) days after the later of: (i) month end; and (ii) receipt of Consultant's invoice, after the work has been carried out.

Invoices will be provided by Consultant, and shall be submitted to MBJ's accounts payable department, or as otherwise specified by MBJ from time to time. Invoices shall set out breakdowns of charges and items as requested by MBJ. Invoices shall separately state amounts for Extra Work, if any. All invoices shall state Consultant's GCT registration number, if applicable and state the amount of GCT payable.

Payment for partial periods will be pro-rated.

MBJ will pay GCT exigible on all Compensation payable hereunder, and shall be entitled to input tax credits therefor, if allowed. MBJ will withhold taxes, as specified under the Double Taxation Treaty with Jamaica and the Consultant's country of residence as applicable, and in line with the terms of clause 20.4 of this agreement.

SCHEDULE C

Term, Completion Schedule, Status Reports

1. TERM

The Term of this Agreement (subject to extension or earlier termination as provided for herein) shall be the period commencing on the Commencement Date and ending upon total performance of the Services ensuring same is done in line with the Completion Schedule agreed at clause 2 of this Schedule C.

2. COMPLETION SCHEDULE

Having regard to the importance to MBJ of maintaining its schedule for the Project and the detriment which may be incurred by MBJ if such schedule is not maintained, Consultant agrees to commence, perform and complete the Services in accordance with the commencement and scheduled completion dates set forth in this Schedule C and to complete each stage of the Services on or before the respective scheduled completion dates specified below in this Schedule C.

Consultant shall make all required submissions to MBJ so as to permit a reasonable time for review WITHOUT delaying performance. Consultant acknowledges and agrees that all deliverables are subject to review and approval by the Airport Authority of Jamaica and the Jamaica Civil Aviation Authority and shall permit a reasonable time for such review with delaying performance.

Consultant shall immediately notify MBJ if it becomes aware or has reasonable grounds to expect that it may be unable to complete the Services, or any part of the Services, in accordance with the scheduled completion dates or performance schedules.

Where the Services are not commenced, performed or delivered by the Consultant in accordance with the scheduled completion dates set forth in this Schedule C the Consultant shall be liable to pay delay damages to MBJ for this default. These delay damages shall be as follows and shall be paid for every day which shall elapse between the relevant date for delivery and the actual date of delivery to MBJ specified above. Provided, however, the total amount due for delay damages shall not exceed ten percent (10%) of the Compensation. To the extent any modification to the Compensation occurs pursuant to the terms of the Contract, the calculation of the amounts contemplated in this paragraph shall be made on the basis of the Compensation as so modified. These delay damages shall be the only damages due from the Consultant for such default, other than in the event of termination under paragraph 11.2 (b) of the Agreement. Delay damages shall not relieve the Consultant from its obligation to complete the Services, or, from any other duties, obligations or responsibilities which it may have under this Agreement.

Delay Damages

- (i) during the first thirty (30) days of delay, 0.025% of the Compensation for each day of delay;
- (ii) from days 31 to 60 of delay, 0.0275% of the Compensation for each day of delay; and
- (iii) for any delay that extends beyond 60 days, 0.03% of the Compensation as applicable for each day of delay.

3. STATUS REPORTS

Consultant shall provide MBJ with status reports regarding the performance of the Services at monthly intervals and at such intervals as MBJ may reasonably direct.

Status reports shall be in a form acceptable to MBJ, and shall contain such information and details as MBJ may require from time to time.

SCHEDULE D
Miscellaneous Provisions

1. PERSONNEL ASSIGNED TO PERFORM THE SERVICES

Consultant's personnel assigned to perform the Services shall be principally [TBD]. Other personnel may participate as required in ancillary roles or for support in areas of specialty.

Subcontractors: [TBD]

Material Suppliers: [TBD]

Contract Services Suppliers named above and others as may be approved by MBJ following execution of this Agreement shall not be changed nor shall additional Contract Services Suppliers be engaged or utilized except with the written approval of MBJ. MBJ may require that Consultant replace any Contract Services Suppliers where MBJ reasonably objects to their performance, qualifications or suitability.

2. Consultant acknowledges receipt of MBJ publication entitled "SANGSTER INTERNATIONAL AIRPORT SECURITY BRIEF FOR RESTRICTED AREA PASS (RAP) HOLDERS", which is expressly incorporated into this Agreement. Consultant agrees to comply with the provisions thereof. See also Article 5 of this Agreement.
3. MBJ may provide Consultant with space for office use on Site as is available: [TBD]. MBJ may change the location of such office area as prescribed by MBJ from time to time.
4. Parking is available on Site at Consultant's expense.

SCHEDULE E
INSURANCE REQUIREMENTS

1.0 INSURANCE TO BE PROVIDED BY CONSULTANT

1.1 Where applicable, the Consultant shall provide, maintain and pay for the following insurances:

(a) Professional Indemnity Insurance-

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the Consultant, its sub-Consultants, agents, officers, or employees performance under this Contract. Limits of coverage per occurrence shall not be less than USD100,000.00. Aggregate limits of coverage shall not be less than USD200,000.00.

(b) Consultant Equipment Insurance

"All risks" Consultants' equipment insurance covering owned and non-owned mobile equipment, property, and construction tools, machinery and equipment used by Consultant for the performance of the Services at the Airport, in a form and with insurers' reasonably acceptable to MBJ and prohibiting subrogation against MBJ pursuant to this section and endorsed to provide MBJ with not less than thirty (30) days' prior notice by registered mail in advance of cancellation, material change or amendment restricting coverage.

(c) Automobile Insurance

Comprehensive Automobile liability insurance with respect to automobiles used directly or indirectly in the performance of the Services and which are owned, leased, chartered or used by Consultant at the Airport and covering liability for bodily injury, death and damage to property in a form and with insurers' reasonably acceptable to MBJ and prohibiting subrogation against MBJ and any other Consultant or subcontractor or other Consultant engaged on the Project and providing for not less than thirty (30) days' prior notice by registered mail in advance of cancellation, material change or amendment restricting coverage.

d) Employer's liability

Employer's Liability, in the amount of USD100,000 per occurrence and in the aggregate to cover the Consultant's legal liability to its employees (if any) working at the Airport in pursuance of this Agreement, including damages and approved costs and expenses in respect of accidental bodily injury, illness, disease or death.

1.2 Consultant, by way of contract, shall require each Contract Service Supplier to provide, maintain and pay for the insurances equivalent in scope and terms (including as noticing and waiver of subrogation) to those required of Consultant by this section.

- 1.3 All insurances to be provided by Consultant and Contract Service Suppliers shall be primary and non-contributing and shall be maintained continuously from the commencement of the Services until ten (10) days following the date of total performance of the Services and shall name MBJ as an Additional Insured.
- 1.4 Consultant shall provide MBJ, upon request by MBJ, with certified copies of all policies of insurance to be provided by Consultant or Contract Service Suppliers, as the case may be. Approvals of any policy of insurance by MBJ shall in no way relieve Consultant of its obligations.
- 1.5 If Consultant fails to provide, maintain or pay for insurances as herein required, MBJ shall have the right, but not the obligation, to provide, maintain and pay for such insurances and give evidence thereof to Consultant, in which case the cost thereof shall, at the option of MBJ, be payable by Consultant to MBJ on demand or MBJ may deduct such costs from monies which are then or thereafter become due and payable to Consultant under the Agreement.

APPENDIX I

CONSULTANT'S PROPOSAL

APPENDIX II

Extract of applicable Supplier obligations under MBJ's Code of Conduct Policy

5.2.1 Suppliers

If an employee's job involves working with companies that provide MBJ with certain products and services, they may be faced with situations that prove their integrity.

Additional guidelines have been developed to help employees understand the limits of ethical behaviour, as relationships with providers can lead to a variety of ethical and even legal issues.

5.2.2 Commissions and Sales

These benefits can take various forms and are not limited to cash or credit payments. When an employee or employee family member is offered something in return for MBJ making a purchase of any product or service, the employees must question the ethics and legality of the offer. In general, if an employee can influence a business transaction for personal gain, that transaction is prohibited, and may be illegal.

5.2.3 Reciprocity

In some cases, MBJ may purchase goods and services from a supplier who also buys goods or uses MBJ services. However, it is unethical to apply any form of pressure for the business to be reciprocated by a supplier.

Employees should never ask a supplier to use MBJ services to do business, and similarly, employees should never ask a customer to reciprocate business with MBJ. MBJ may purchase goods and services from both a company who maybe also a supplier or customer to MBJ, however the transaction must be at arm's length at all times.

PART IV
APPENDIX DOCUMENTS

**APPENDIX A
SPECIMEN ADVANCE PAYMENT GUARANTEE/BOND**

Date

The Manager
MBJ Airports Limited
Sangster International Airport
Montego Bay

Dear Sir:

**GUARANTEE No. XXX ON BEHALF OF XXXXXXXXXXXXXXXX LIMITED
FOR J\$XXXXX**

This Guarantee is issued pursuant to the (Insert Name of Contract) contract made between XXXXXXXXXXXXX (Insert Name of Company) and **MBJ Airports Limited ("MBJ")** (Insert Contract date) under Clause XX thereof and Item XXX of the term sheet pursuant to the said contract, XXXXXXXXXXXXX (Insert Name of Company) is required to provide to MBJ a Guarantee in the said amount of **XXXX JAMAICAN DOLLARS (J\$XXXX.00)** as a security deposit for its due performance under and according to the terms of the (Insert Name of Contract) Contract. At the request of XXXXXXXXXXXXXXXX a company duly incorporated under the Laws of Jamaica and having its registered office at XXXXX, we hereby guarantee to pay MBJ Airports Limited, a body corporate with its registered office at **Sangster International Airport, Montego Bay in the Parish of St James, Jamaica**, if called upon the sum of **XXXX JAMAICAN DOLLARS (J\$XXXX.00)**.

In furtherance of this guarantee, we hereby undertake to make payment to you, from time to time, within seven (7) days of receipt of:

- a) A written statement by the Chief Executive Officer and/or its authorized representative that the Contractor has been in default, and.
- b) Provided that the total of all sums which we shall be liable to pay pursuant to this Guarantee shall not exceed the amount of (Insert amount).

This guarantee shall be valid up to the later of the satisfactory completion and the handing over of works to MBJ which is expected to be XXX day of XXXXXX, 20XX (hereinafter called "the expiry date"). Any demand under this guarantee must be in writing and delivered to our offices at (STATE BANK'S ADDRESS), or such other address as we may hereafter notify you in writing, not later than the expiry date.

Signed on behalf of
(Name of Bank)

Per:-----
XXXXXX

Per:-----
XXXXXX