MINOR WORKS CONTRACT
(MEASURE &VALUE)
Fiji Airports Compound Road Rehabilitation

This Contract is made on the day of …….. between:

[COMPANY NAME]
And
AIRPORTS FIJI LIMITED trading as FIJI AIRPORTS

AIRPORTS FIJI LIMITED having its principal office at:
FA Compound
Namaka, Nadi
Fiji
Phone: +679 6725777 Fax: +679 6725161
(hereinafter referred as the "**Principal**")

And

[COMPANY NAME]
having its principal office at:
[Office location]
Fiji Islands
Phone: +679
(hereinafter referred as the "**Contractor**")

SCHEDULE

SIGNED by Airports Fiji Limited	**SIGNED** by the Contractor
Name:	Name:

Nature of Contract: Minor Works (Lump Sum).

Description of the Works: Supply all necessary personnel, plant, materials, equipment, tools, safety equipment, access, supervision and expertise necessary to complete the perimeter road maintenance at the Nadi International Airport.

Superintendent: David Crute of Project Control Fiji or other person as nominated by the Executive Chairman of Fiji Airports.

Site Location: Nadi International Airport –Main Fire Station Site as advised and approved by the Principal.

The Scope of Works Includes but is not limited to:

1. Saw cutting
2. AC14 asphalt replacement
3. Pothole patching
4. Placing, Levelling and Compaction
5. Removal of spoil to designated location within compound.
6. Contractor to provide dust control measures.
7. Traffic Management including appropriate road works Signages is required to be placed during works.

Special Requirements

- The contractor shall be responsible for daily clean-up at the work site. Any and all debris/ trash generated by this project shall be removed and properly disposed of-base by the contractor. Any adjacent area damaged by the contractor shall be properly repaired by the Contractor at no expense to Fiji Airports.
- The Contractor shall provide all personnel, equipment, tools, materials, and safety equipment's, supervision, signs and barricades necessary for the works.
- Any adjacent areas damaged by the Contractor shall be properly repaired by the Contractor at no expense to Fiji Airports.
- Work hours shall be from 8am – 5pm.

The following documents shall form part of contract:

Document Register

Document Title	Rev	Status	Discipline	Created by	Type
Fiji Airport OH&S Manual	Rev 4	For Information	Operations	Fiji Airports	Information
Request for Tender		For Tender	Tender	Fiji Airports	Information
Tender Response Form		For Tender	Tender	Fiji Airports	Information
AFL Supplier Code of Conduct	Rev 2	For Information	Operations	Fiji Airports	Information

Other Specifications:

- Auckland Transport Code of Practice for seal road maintenance in conjunction with NZTA M10, HM19 and HM11.
- Fiji Airports Operational Specification

Warranties: Workmanship Warranty - 3 year

Submittals: The Contractor shall, prior to work commencement, submit, for approval;

- Completed Task Analysis and Contractors Safe Work Method Statement
- Contractor's Traffic Management Plan
- Contractor's Completion Programme

Time for Execution:
Date for Commencement: TBC
Date for Completion: TBC 2022 (14 Days inclusive for unforeseen circumstances)

Liquidated Damages: From Date of Completion, as may be adjusted in accordance with this Contract, with liquidated damages payable at $1,500 per week.

Insurance
Public Liability Insurance: FJ$ 1 million
Workers Compensation Insurance: FJ$ 000.00

Contract Sum: FJD $ 0.00

The aforementioned lump sum has been broken down into the following elements and is based on the schedule of rates and prices contained within the Bill of Quantities which was submitted as part of the RFT process. These rates and prices will be used for payment and variation assessment purposes only.

Project: FA Compound Road Repairs

Date: 18/May/2022

NO.	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1.00	**Asphalt Mill and Fill Repair**				
1.10	London Avenue Road, FA HQ Undertake milling to a nominal 50mm depth of the existing pavement. Supply and placement of AC14 in the prepared milled / tacked surface area. Includes set out of placement lanes, level control, compaction and QA monitoring in accordance with the Specification. To include sweeping and removal of all material to AFL designated stockpile site within airside boundary. Allow for extra filling of potholes where required before asphalt pavement. Rates shall include application of Tack coat to prepared milled area including the cut faces, in accordance with the Technical Specification.	3,504.52	m2		
2.00	**Pot Hole Repairs**				
2.10	Seal cut and remove damaged seal surface 40mm deep. Load Transport and cart away removed materials off site. Apply tack coat (emulsion). Supply and patch Mix 15 DG10 Asphalt by 40mm deep and thoroughly compacted. Allow for extra filling of potholes where required before asphalt pavement	33.59	m2		

		Subtotal			$0.00
		P&G			$0.00
		Total Cost (VEP)			**$0.00**

VARIATION RATES

Ref	Item	Qty	UoM	Rate	Total (VEP)
1.0	Asphalt Mill and Fill Repair	25	m2		
2.0	Pot Hole Repairs	1	m2		
	TOTAL VEP				

Defects Liability Period: 12 months from date of Completion

Payment:
Payments will be done progressively, upon assessment of materials and works completed on site.
Progress Claim to be submitted by 23rd of each month, or upon completion of the works.
Payment of the amount due 10 Business Days after receipt of the Contractor's progress claim

Security:
Retention 10% of each progress payment of the Contract Sum.
Security to be released: 50% at the Date of Completion and 100% within 14 days of expiration of the Defects Liability Period

Governing Law: Fiji Islands

1. NATURE OF CONTRACT

a) This Contract contains the entire agreement between parties relating to the Works. Any other term, condition, or Requirement of the Contractor relating to the Works is withdrawn.

b) The Contractor bear all risks and costs (whether ascertainable at the date of this Contract or not) arising out of or in connection with the performance of the Works. The Contractor becomes responsible for any incorrect or insufficient information given to him by any person whether or not in the employment of the Principal or as the Principal's agent. This includes all necessary design development and coordination with the existing conditions and between design disciplines.

c) The parties agree that the contract sum is a guaranteed maximum price and that the contractor acknowledges he has taken all risks and responsibilities associated with the completion of the project.

2. WORKS

The Contractor shall complete the Works:

a) in a proper and workmanlike manner in accordance with Principal's directions and this Contract, including the Special Conditions, if any; and

b) so that the Works are fit for their intended purpose.

3. COMMENCEMENT AND COMPLETION

a) The Contractor shall commence the Works by the Date for Commencement and regularly and diligently continue with the Works so that they are complete by the Date for Completion. If the Contractor does not notify Principal in writing within 5 days of any act, default or omission of the Principal for which the Contractor requires an extension of time of the Date for Completion, the Contractor shall not be entitled to claim:

i) an extension of time of the Date for Completion; or

ii) damages for delay caused by the act, default or omission of the Principal.

b) The Principal shall make a reasonable extension of time of the Date for Completion for any act, default or omission of the Principal that delays the Contractor in bringing the Works to completion by the Date for Completion. The Principal may from time to time unilaterally extend the Date for Commencement or the Date for Completion for any reason at its absolute discretion.

c) If the Contractor fails to complete the Works by the Date for Completion, the Contractor shall pay the Principal liquidated damages calculated in accordance with the Schedule for each day after the Date for Completion that the Works remain incomplete.

4. EXECUTION OF THE WORKS

a) The Contractor shall:

i) promptly inform the Principal if any information or document provided by the Principal contains any ambiguity or inaccuracy;

ii) regularly consult with the Principal regarding the execution of the Works;

iii) fully co-operate with, and co-ordinate its work with the work of, the Principal, its other contractors and agents. Any work on Site shall be executed during ordinary Site working hours;

iv) ensure that each person who performs the Works:

A) holds all appropriate licences, and certificates;

B) is experienced, competent and qualified; and

C) complies with the Principal's Site requirements, including without limitation those relating to industrial relations, safety, site induction, environmental, and community relations.

v) keep the Works clean and tidy as they proceed and on completion remove all its plant and equipment and leave the Works ready for immediate use or occupation;

vi) remove from the Works any person who in the opinion of the Principal is incompetent or misconducts themselves;

vii) do all things necessary and incidental for the proper execution of Works;

viii) at its cost comply with the Principal's directions with regard to testing and inspection of the Works.

b) Any comment, approval, consent or direction by the Principal shall not relieve the Contractor from, or on any way diminish or affect, the Contractors' obligations under this Contract.

5. REGULATIONS

a) The Contractor shall give all notices, pay all fees, and obtain all licences, required for the execution of the Works.

The Contractor shall ensure that the Works, and the execution of the Works, comply with:

i) all requirements of this Contract, the Fiji National Building Code, applicable standards, laws, regulations, by-laws and codes of practice;

ii) the requirements of all government, statutory, and regulatory authorities or bodies having jurisdiction with respect to the Works.

6. PLANT AND EQUIPMENT

a) The Contractor shall be responsible for the care of its plant and equipment. The Principal shall have no liability for any loss of, or damage to, the Contractor's plant and equipment.

b) To the extent permitted by law, no representation, warranty or other liability on the part of the Principal shall be implied or created as to the condition or suitability of any plant or equipment made available to the Contractor by the Principal. The Contractor uses such plant and equipment entirely at its own risk.

7. VARIATIONS

a) The Contractor agrees and accepts that the ability to claim and be paid for a variation under this contract is limited to 'significant variations'. Significant variations are defined as significant structural alterations beyond the necessary design development of the current design brief to enable the design to be fit for purpose.

b) The price of any 'significant variation' shall be added to or deducted from the Contract Sum. Should the parties not agree on the price for a variation within 7 days of a variation direction, the Principal shall determine a reasonable rate or price for the variation or, at its option, the Principal may have the variation carried out by others.

c) The costs incurred by the Principal in procuring materials on behalf of the Contractor will be deducted from the Contract Sum and will valued as a negative variation.

8. DEFECTS

The Contractor shall maintain the Works until completion and thereafter make good all defects or omissions in the Works prior to the expiration of Defect Liability Period. The Principal may use any Security to make good any defects if the Contractor does not do so within the time required by the Principal.

9. INDEMNITY/INSURANCE

a) The Contractor shall indemnify the Principal against any liability, cost, loss, expense, damage or claim (including without limitation for death or personal injury) caused by the act, default or omission of the Contractor, its employees, contractors or agents.

b) Before commencing the Works, the Contractor shall, until completion of the work under the Contract, effect and maintain insurance against liability:

i) for death of, or injury to, persons employed by the

Contractor including liability at common law and under statute.
The Contractor shall ensure that each of its Contractors is similarly insured; and
ii) for death of, or injury to any person, and loss of, or damage to, property of 3rd persons. The insurance shall:
(A) be for an amount not less than the sum stated in the Schedule;
(B) be in the joint names of the Principal, the Principal (if any) and the Contractor;
(C) include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured.
c) The Contractor shall give the Principal evidence that all insurances have been effected and that they are current from time to time.
d) If stated in the Schedule, the Principal shall effect contract works insurance but any claim by the Contractor shall be subject to the Contractor first paying to the Principal the excess stated in the Schedule.

10. PAYMENT
a) When required by the Schedule, the Contractor shall submit progress claims in a form acceptable to the Principal.
b) The Principal shall pay the Contractor the Contract Sum by way of progress payments in accordance with the Schedule. The Contract Sum shall not be subject to rise and fall. Any payment shall be on account only.
c) The payment method shall be by electronic funds transfer (EFT) to the Contractors nominated bank account. The Contractor must provide their BSB and account details in writing to facilitate payment. No cheques for payment will be issued by the Principal.
d) The Principal may retain as Security moneys becoming due under this Contract in accordance with the Schedule or the Contractor may provide a bank guarantee for the amount included in the Schedule in a form acceptable to the Principal. Security held by the Principal shall be released in accordance with the Schedule. No more than 5% retention.
e) As a condition precedent to any obligation on the Principal to make any payment to the Contractor on any account, the Contractor must not have breached this Contract and must give the Principal a statutory declaration in a form provided by the Principal (as that form may be amended at any time by the Principal to reflect changes in legislation after the date of the Contract) and evidence satisfactory to the Principal that:
i) the insurances required by this Contract have been effected and maintained;
iii) the Contractor has satisfied all of its statutory obligations with respect to the execution of the Works.
f) The Principal may deduct from any moneys payable to the Contractor any moneys that are or may become payable by the Contractor to the Principal.
g) As a condition precedent to final payment the Contractor shall provide to the Principal an executed release in a form acceptable to the Principal.

11. NOTICES
Any notice to be given under or in connection with this Contract shall be in writing and delivered by hand, post, facsimile or email at the address for the recipient stated above.

12. SUB-CONTRACTING
The Contractor shall not:
a) assign, charge or encumber this Contract, or any interest in it; or
b) sub-Contract the whole or any part of it,
without the written consent of the Principal.

13. DEFAULT
a) The Principal may by notice terminate this Contract if, in the reasonable opinion of the Principal, the Contractor:
i) becomes insolvent;
ii) fails to proceed with the Works in a regular and diligent or in a competent manner;
iii) shall not complete the Works by the Date for Completion; or
iv) commits any breach of this Contract.
b) If the Principal so terminates this Contract, the Principal shall
only be liable to pay the Contractor for work already carried out by the Contractor, less any cost, loss expense or damage the Principal has or is likely to incur as a result of the Contractor's breach.
The Contractor shall not be entitled to claim any consequential loss or damage, including without limitation loss of profits or loss of opportunity.
c) Termination shall not prejudice any right of the Principal to recover from the Contractor damages for any breach of this Contract.

15. GOVERNING LAW
This Contract is subject to the laws of Fiji Islands.

16. TAX INVOICES
(a) Terms defined in the VAT Act have the same meaning in this subclause 10 unless provided otherwise.
(b) The contract sum is, inclusive of all expenses of the Contractor, insurance, duties, imposts and taxes (other than VAT). All such expenses, insurance, duties, imposts and taxes shall be paid by the Contractor.
(c) The Contractor warrants that it is, and will remain registered for the purposes of Parts 2-5 of the VAT Act.
(d)If the Principal becomes entitled to any payment by reason of reimbursement, indemnity or compensation by the Contractor, then such payment by the Contractor should exclude VAT to the extent that the Principal can claim an input tax credit on the reimbursed, indemnified or compensated amount.
(e A tax invoice submitted under clause 37.2 must set out:
i. The Contractor's Tax Identification Number;
ii.. The amount claimed by the Contractor and the basis for calculation of that amount;
iii.. the amount of any VAT paid or payable by the Contractor with respect to the amount claimed;
iv.. the Contractor's address for payment; and
v. the Principal's Tax Identification Number.
(f) If a tax invoice does not include the details described above then the claim is not, for the purpose of this Contract, a claim for payment. The date of receipt of a claim for payment is taken to be the later of the date of the receipt of a compliant tax invoice or the date of receipt of the last of the details described above.
(g) If there is an Adjustment Event in relation to a Supply which results in the amount of VAT on the Supply being less than the amount in respect of which VAT was charged or recovered by the Contractor then the Contractor shall refund to the Principal the amount by which the VAT charged or recovered exceeds the adjusted VAT on the Supply. The amount of the refund is a debt due and payable by the Contractor to the Principal.

17. LIABILITY
The Principal shall not be liable for, and is released from, any claims of any nature not notified to it in writing within 14 days of the occurrence of the event or circumstance giving rise to the claim, together with full particulars of the claim.

Upon the Contractor accepting the final payment from the Principal, the Contractor releases and discharges the Principal

from any and all claims, demands, liability and causes of action which the Contractor has or may have under or relating to this Contract. Such release shall be provided by the Contractor to the Principal in a form acceptable to the Principal.

A party's liability for loss or damages for breach of this Contract shall be reduced to the extent that an act or omission of the other party, its employees or agents contributed to the loss or damage.

18. DISPUTES

A party claiming that a dispute has arisen out of, or in connection with, or relating to this Contract or the Works shall notify the other party in writing specifying in detail the dispute and its claim. Within 14 days of receipt of that notice, senior managers of the parties shall meet and negotiate in good faith in an attempt to resolve the dispute.

If the dispute is not resolved within 28 days of the receipt of the notice a party may institute legal proceedings with respect to the dispute; provided that it first lodges with the other party 10% of the amount in dispute to be held on trust as security for costs.

19. INDUSTRIAL MATTERS

The Contractor must manage all industrial relations matters concerning the Works and is responsible to the Principal in respect of any industrial disputes arising out of or in connection with the Contractor's performance of the Contract.
The Contractor has included in the Contract Sum for any costs to meet industry compliance and for the cost of any audit required by any independent auditing agency or Government department in respect to any records associated with the employment of labour.
The Contractor warrants it has allowed for any cost or time impact connected with and shall have no Entitlement regarding a change at any time in the industry standard number of working hours per week.
The Contractor is deemed to have allowed for any change to the conditions of employment which may become applicable in connection with the Works or the Contract.

a) Industrial Disputes

The Contractor shall at its own cost take all possible steps and measures to avoid, and to minimise the consequences of, industrial disputes that may or will impact on the Works or the

b) Hiring and Dismissing Employees

The Contractor shall not hire, terminate or retrench workers on or near the Site.

c) Responsibility

The Contractor shall be solely responsible for paying each employee, secondary Contractor and agent.

20. SPECIAL CONDITIONS

Refer to attached Special Conditions, if any, initialled by the parties.