



VERITAS

CONSULTANTS LIMITED

Giving Dreams Direction.

Project Management With A Global Vision

**PROPOSAL FOR QUANTITY SURVEYING & COST
CONSULTING SERVICES FOR
THE ATAVUS GROUP
PROPOSED I-MAXX THEATRES
NEW PROVIDENCE, BAHAMAS**

FEBRUARY 2015

CONSTRUCTION SERVICES

CONSTRUCTION COST CONSULTING
QUANTITY SURVEYING
REAL ESTATE DEVELOPMENT PLANNING
CONSTRUCTION MANAGEMENT (AGENCY SERVICES)
GENERAL CONTRACTOR TRAINING

PROJECT MANAGEMENT

PROJECT MANAGEMENT TRAINING
PROJECT MANAGEMENT



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2nd Floor Church Street Plaza
Shirley Street, Nassau, Bahamas

February 17th 2015

Atavus Group Limited
Nassau, New Providence
Bahamas

Attention: Messrs Carlos Foulkes & Dominic Richards - Principals

Dear Sir,

Re: Proposal for Quantity Surveying & Cost Consulting Services – Proposed IMAXX Theatres New Providence Bahamas.

Further to our recent conversation please find attached our revised proposal for Quantity Surveying and Cost Consulting Services only for the proposed I-MAXX Theatres planned for New Providence, Bahamas.

An outline of our services and fees is attached. We proposed to undertake the Quantity and Cost Consulting work for a fee of **One hundred seventy three thousand five hundred dollars (B\$173,500.00) excluding Value Added Tax.**

We wish to thank you for your consideration on this project, and we look forward to assisting your team with the planning and execution of a successful venture.

If you have any questions or need any additional information, please do not hesitate to contact me.

Yours Sincerely
VERITAS Consultants Limited



**John-Michael Clarke MSc. PMP. MRICS, PQS
President & Managing Director.**

Cc. Mrs Kamala Saunders - VCL - Financial Controller



**AGREEMENT FOR QUANTITY SURVEYING &
COST CONSULTING SERVICES.**

**QUANTITY SURVEYING & COST CONSULTING
SERVICES FOR**

THE ATAVUS GROUP LIMITED

**PROPOSED IMAXX THEATRES
NEW PROVIDENCE, BAHAMAS**

BY

VERITAS CONSULTANTS LIMITED.

FEBRUARY 2015



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

1.0 Recommended Standard Form of Agreement (continued)

THIS AGREEMENT made in Nassau the Bahamas as of the day of
in the year

BETWEEN

THE ATAVUS GROUP LIMITED

(Hereinafter referred to as the "Client")

AND

VERITAS CONSULTANTS LIMITED

(Hereinafter referred to as the Quantity Surveyor)

FOR THE FOLLOWING PROJECT(s): Proposed IMAXX Theatre Development - New
Providence, Bahamas.

NOW THEREFORE, the Client and the Quantity Surveyor for the considerations named herein agree as follows:-



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

ARTICLE 1.0 - SERVICES

1.1 The Quantity Surveyor shall perform for the Client those described in The SCHEDULE OF QUANTITY SURVEYING SERVICE as follows:- (List services below or attach list). See Appendix A for work details.

- Preparation of a Feasibility Study Budget
- Preparation of Schematic Design Budget (5%-25% Construction Documents)
- Preparation of Design Development Budget (25% -33% Construction Documents)
- Budget @ 50% Construction Documents (50% - 66% Construction Documents)
- Construction Baseline Budget - (90% - 100% - Construction Documents)
- Assistance with the Preparation of the Budget Package including the development of Bills of Quantities/Pricing Template
- Comprehensive Budget Review & Analysis
- Recommendation for Final Construction Budget
- Post Contract Construction Attendance

1.2 At the request in writing of the Client, the Quantity Surveyor shall perform such additional work as may be agreed between the parties, such additional work to be as set out below, and or as subsequently agreed and paid as set out in Article 2.4.

- Specification Writing
- Value Engineering after the Tendering Stage.
- Project Scheduling
 - Creating/Maintaining
- Construction Management

ARTICLE 2.0- THE CLIENT'S RESPONSIBILITIES

2.1 The Client shall provide the information required by the Quantity Surveyor to perform his services. Such information shall be provided in sufficient time for the Quantity Surveyor to meet any scheduled date for the completion of his work. The Client agrees that the Quantity Surveyor shall be entitled to rely upon the accuracy and correctness of the documentation provided and any additional work required due to inaccuracies in the documentation will be paid for at the rates set out in Article 4.1.

2.2 The Client shall pay to the Quantity Surveyor a fee for the Services specified in Article 1.1 in accordance with the following terms:- **A fixed fee of one hundred seventy three thousand five hundred dollars (B\$173,500.00) excluding Value Added Tax (VAT) for the Scope of Work outlined in the Project brief and a construction period not exceeding eighteen (18) months**



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

- 2.3 The Client shall pay to the Quantity Surveyor a fee for Additional services specified in Article 1.2 in accordance with the following terms:- **on an hourly basis or as otherwise agreed.**
- 2.4 The Client shall reimburse the Quantity Surveyor for the following disbursements charged at cost plus ten percent (10%) to cover office services and handling:
- Off Island Job Related Travel including transportation, lodging, and meals.
 - Long Distance Telephone Calls
 - Courier Services
 - The cost of copies for drawings and/or specifications.
- 2.5 All amounts included in this agreement are in Bahamian Dollars.

ARTICLE 3.0 - ADDITIONAL SERVICES

- 3.1 For additional services requested on the project but not identified in Article 1.2 of this agreement, the following Rates will be charged

Description	Rate – per hour/diem (B\$)
Principal	B\$225/1800 per hour/diem
Senior Quantity Surveyor	B\$175/1400 per hour/diem
Quantity Surveyor	B\$150/1200 per hour/diem
Junior Quantity Surveyor	B\$100/800 per hour/diem
Technical Assistant	B\$75/600 per hour/diem
Clerical Help	B\$35/280per hour/diem

ARTICLE 4.0- PAYMENT OF ACCOUNTS, INTEREST & COPYRIGHT

- 4.1 The Quantity Surveyor fees shall be paid in direct proportion of the amount of work done, or as otherwise set-out in the Form of Agreement. The Quantity Surveyor account for fees and disbursements is due when presented. Accounts overdue by 14 days or more will be subject to interest charges as set-out in the Form of Agreement.
- 4.2 Payments of the Quantity Surveyor fees give the client the right to use, for their intended purpose only, the documents prepared by the Quantity Surveyor as instruments of service. The copy-right and ownership of these instruments of services remains with Quantity Surveyor and may not be used for any other project, or sold, or offered for sale (or as part of a sale of property) by the client unless the Quantity Surveyor has given written consent accordingly.



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

ARTICLE 5.0-TERMINATION

5.1 Either party may terminate this agreement at any time upon giving notice in writing at least thirty (30) days prior to the date of termination. In the event of such termination, the Quantity Surveyor shall be paid for his services to the date of termination on the following basis:

1. For all of the work completed on the project at the time of termination.
2. 25% of balance due as compensation for opportunity cost

ARTICLE 6.0- ARBITRATION

6.1 All matters in dispute between the parties under this agreement shall be resolved in the Commonwealth of the Bahamas at the application of either party. Each party shall nominate an arbitrator to act on their behalf, and both parties shall agree a third arbitrator. The award of the arbitration board shall be final and binding on both parties.

ARTICLE 7.0- INSURANCE

7.1 The Quantity Surveyor shall, during the term of this agreement, provide, maintain and pay for the following insurance:-

Professional Indemnity Insurance in an amount not less than \$50,000.00 inclusive per occurrence, Insuring against bodily injury, personal injury and property damage.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Quantity Surveyor in the amount not less than \$1,000,000.

ARTICLE 8.0- OWNERSHIP OF DOCUMENTS

8.1 All estimates, budgets, reports, and similar documents Prepared by the Quantity Surveyor shall remain the property of the Quantity Surveyor. The Client shall have access to all documents and worksheets related to the project and they shall be made available upon request. Should copies be required, they shall be prepared by the Quantity Surveyor. The cost of reproduction shall be borne by the Client.

8.2 All documentation provided to the Quantity Surveyor in the provision of services shall remain in the hands Quantity Surveyor. The Quantity Surveyor acknowledges that this is for record only and ownership of the documents so provided does not transfer to the Quantity Surveyor.



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

ARTICLE 9.0-CONFIDENTIALITY

9.1The Quantity Surveyor shall not divulge any information that has been given to him or acquired by him on a confidential basis in the course of carrying out services as provided herein.

ARTICLE 10.0- COST ACCURACY

10.1Pricing by the Quantity Surveyor reflects probable Construction costs obtainable in the location of the project as of the date of the report and is a determination of fair market value for the construction of this project and should not be taken as a prediction of low bid.

10.2This pricing assumes competitive bidding for every portion of the construction work including all subcontractors as well as the general contractor, and assumes a minimum of three (3) general bidders. If fewer bids are received, the bid results can be expected to be higher.

10.3It is recognized, however, that the Quantity Surveyor does not have control over the cost of labour, materials or equipment, over a contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions.

10.4Accordingly, the Quantity Surveyor cannot and does not warrant or represent that bids or negotiated prices will not vary from this nor any subsequent estimate of construction cost or evaluation prepared by or agreed to by the Quantity Surveyor.



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

ARTICLE 11.0 - ADDRESS FOR NOTICES

11.1 Notice in writing between the Client and the Quantity Surveyor should be addressed as follows:

To the Client:

**Atavus Group Limited
New Providence, Bahamas**

Attention: Messrs. Carlos Foulkes & Mr. Dominic Richards

To the Quantity Surveyor at:

**VERITAS Consultants Limited
Churchill Plaza Suite #1 – Shirley Street
P.O. Box CR-54090
Nassau, Bahamas**

Attention: Mr. John-Michael Clarke

IN WITNESS HEREOF the parties hereto have executed this Agreement on the _____ day of **February**
in the year **2015**.

CLIENT

name of client (printed)

Signature

VERITAS Consultants Limited

Name (President or other Director)

Signature

WITNESS

name (printed)

Signature

WITNESS

Name

Signature



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

ARTICLE 12.0 - PROJECT FEES

Total Project Fee - One hundred seventy three thousand five hundred dollars excluding Value Added Tax.

Fee Breakdown - Due as Budgets are complete at each stage.

Project Retainer	-	B\$9,500.00
Feasibility Report	-	B\$4,275.00
Schematic Design	-	B\$8,550.00
Design Development	-	B\$17,100.00
50% Construction Docs	-	B\$17,100.00
Construction Budget	-	B\$25,650.00
Tender Administration	-	B\$12,825.00
Post Contract Site Attendance	-	B\$70,000.00 <i>B\$3,888.89/month (billed monthly up to 18 months)</i>
Project Close Out & Final Acct.	-	B\$8,500.00

N.B. - Value Added Tax in the amount of 7.5% of the stage total will be added to each stage payment.

ARTICLE 13.0 - PROJECT SCHEDULE

To run concurrent with the Design & Construction Schedules



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

APPENDIX A - SCOPE OF SERVICES:

The Quantity shall perform the following functions during each phase of the Project's Design Development.

1.0 - Feasibility Study Budget:

During the Feasibility Study Stage the Quantity Surveyor shall provide to the client an Order of Magnitude Budget based on one or more possible design solutions for the Project. The Quantity Surveyor will also assist in the development of project cash flows, and provide information to Project Finance specialist for the analysis of commercial returns, profitability, financing arrangements, land acquisitions, revenue forecasts and market analysis. This information is generally used to determine scope constraints based on costs, and to forecast operating and maintenance cost.

The Owner/Design Team shall provide the following to the Quantity Surveyor to complete the Feasibility Study:

- Project plan detailing the project function, purpose and characteristics including information relating to the gross floor area of prime building spaces, equipment, and building systems.
- Floor to floor heights and general information about exterior elements
- Building geographical location, site configuration, planning limitations, known soil and rock information, availability of utility services to the building, any existing drawings.
- Proposed procurement methodology
- Cost limitations and allowances.

2.0 - Schematic Design Budget:

During the Project's Schematic Design Stage, the Project Team shall establish the general scope and provide drawings showing scale and relationships among the components of the project, Upon the Owner's approval of the schematic design documents, the Quantity Surveyor shall meet with the Project Team, review the nature and scope of the entire project, and prepare for the Client's review a Budget Cost Estimate and Cost Plan that reflects the size and character of the entire Project, including architectural, structural, mechanical and electrical systems and such other elements as may be appropriate. The Quantity Surveyor shall provide to the Owner for review project cost details in elemental form showing quantities and unit rates for individual work items as well as an overall cost summary in CSI Format.

If required the Quantity Surveyor shall meet with the Client and/or Project Team to review to budget and make recommendation for revisions based on value engineering.

This budget is to serve as the basis of Cost Control for the subsequent Design Phases.

The Owner/Design Team shall provide the following to the Quantity Surveyor to complete the Schematic Design Budget:



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

- Principal floor plans
- Structural foundation system and typical framing system
- Principal exterior wall sections and roof system selections
- Preliminary finish schedule by rooms
- Outline of Mechanical and Electrical systems
- Outline specifications
- Basic site plans and original site drawings and investigations
- Finish grades with paving and parking requirements
- Storm drainage solution and existing utility locations
- Existing as built drawings (if applicable)
- Demolition drawings (for renovation works) indicating what is to remain.

3.0 - Design Development Budget:

During the production of Design Development Documents the Quantity Surveyor shall from time to time inter face with the Project's Design Team and provide input on alternative configurations, materials and systems.

Based on the Owner's approval of the design development documents, the Quantity Surveyor shall prepare for the Client's review a Project Cost Estimate that reflects the size and character of the entire project, including the architectural, structural, mechanical and electrical systems and such elements as may be appropriate. The Budget shall be presented in CSI Format.

This estimate shall be accompanied by a report explaining the basis on which the Estimate has been prepared, outlining the scope of work, any limitations or qualifications, and including Elemental cost comparison highlighting any deviations from the Cost Plan. If major deviations become apparent a formal cost reduction program may be offered to the Client.

The Owner/Design Team shall provide the following information to the Quantity Surveyor to complete the Design Development Budget:

- <25% Floor plans, reflected ceiling plans, roof plans
- Structural foundation design, typical structural framing
- <25% Building elevations and sections
- Typical interior wall types and acoustical guidelines
- Preliminary finish schedule and material selections
- <25% Mechanical plans indicating: main branch piping and ductwork; major equipment types and layouts; fire protection requirements; and basic controls system description.
- <25% Electrical plans indicating: single line riser/distribution layout; basic panel information; lighting requirements and layout; basic communications, fire alarm and security requirements.
- Outline specifications with selected equipment, sizes and performance requirements
- Site plans indicating building locations and site improvements (including all paved areas, site utilities, and building or vertical structure locations)



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

- Additional site investigations as required
- Topographical information (current and engineered topographical information)
- Utility location (showing all underground structures and lines)
- Demolition/removal plans and information
- Sustainable design requirements
- Special client requested requirements.

4.0 - 50% Construction Documents Budget.

Upon the Client's approval of the Design Teams 50% Construction Document Set of drawings, the Quantity Surveyor shall prepare the Clients review and the Design Team information a Project Cost Estimate that reflects the composite design of the building. The estimate shall include all back up sheets showing all quantities, unit rates for each item of work. The budget shall be presented in CSI Format.

This budget shall verify assumptions made in previous budgets and any apparent deviation will be subject to value engineering, cost adjustment or reduction.

The Owner/Design Team shall provide the following to the Quantity Surveyor to complete the 50% Construction Documents Budget.

- <50% Floor plans, reflected ceiling plans, roof plans,
- Structural foundation design, typical structural framing
- <50% building elevations and sections
- Typical interior wall types and acoustical guidelines
- <50% Finish schedule and material selections
- <50% Mechanical plans
- <50% Electrical plans
- <50% Specifications
- <50% Site/civil/landscape plans
- Demolition/removal plans and information
- Sustainable design requirements
- Special client requested requirements

5.0 - Construction Baseline Budget - (90%-100% Construction Documents)

Upon the Client's approval of the Pre-Tender Contract Drawings and Specifications, the Quantity Surveyor shall prepare for the Clients review and for verification by the Project Design Team a Project Cost Estimate which shall serve as the Project Baseline Budget, and shall be used for comparative purposes with Contractors' Tenders or proposals. The Budget shall be in CSI Format, and budget details shall include all quantities, unit rates for each element of work.

This budget shall also form the basis for Bills of Quantities to be used to solicit quotes from Contractors and/or vendors.



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

The Owner/Design Team shall provide the following information to the Quantity Surveyor to complete the Project Baseline Budget.

- <90% Floor plans, reflected ceiling plans, roof plans
- <90% Demolition drawings (if renovation), including clear indication of existing to remain
- <90% Structural plans, notes, sections, and details fully describing the structural building requirements
- Building elevations and building sections
- Exterior wall sections
- Details of exterior walls, stairs, toilet rooms, etc.
- Finish Schedule and notes
- Special details and conditions (millwork, handrails, etc.)
- Conveyance plans, specifications and sections full describing elevators, escalators and lifts
- <90% Mechanical plans, notes sections and details fully describing the plumbing, HVAC and fire protection, controls , equipment requirements
- <90% Electrical plans, notes, sections and details fully describing the electrical, communications, security, and equipment requirements
- Project Specifications completely describing performance and material requirements
- Final site drawings showing current and engineered topical information
- Utility locations and design showing all underground structures and utility lines
- Landscaping - all landscape layouts and materials, grading and drainage, planting and construction detail drawings
- Details, schedules and notes to be used in the construction of the Project.

6.0 -Assistance with Preparation of the Final Budget Package.

During the preparation of the Final Construction Budgeting Package, The Quantity Surveyor shall advise the client of any late Project changes that are likely to impact the cost of the work. The Quantity Surveyor shall prepare a budgeting template, agreed the same with the Contractor, and issue to the Contractor for the estimation of a Final Construction Budget.

7.0 - Tender Analysis - Confirmation of Construction Budget.

The Quantity Surveyor shall receive the Budget from the Contractor and shall perform a statistical analysis of all cost data to determine the following:

1. Statistical Average of Contractor's Budget & Quantity Surveyor's Budget
2. Standard Deviation of between the Contractor's items and the Quantity Surveyor's Budget
3. Lower and upper limits of cost data and acceptable budget range to one standard deviation
4. Cost variation within each CSI Division
5. Recommendation for Final Construction Budget.



AGREEMENT FOR QUANTITY SURVEYING & COST CONSULTING SERVICES.

If necessary and/or required the Quantity Surveyor shall prepare and conduct interviews, and prepare a template for the composite measurement of all tender submissions. The Quantity Surveyor shall analyze all cost submissions and report to the client and the design team with a recommendation as to the most satisfactory budget.

8.0 - Post Contract Construction Attendance Service

Subsequent to the Contract signing and the mobilization of the Contractor on site, the Quantity Surveyor along with the Architect and the Design Consultants shall monitor the progress of works on site. For the Scheduled Duration of works including attendance during the defects liability period through to final completion, the Quantity Surveyor Shall:

1. Regularly attend all project Owner and Site meetings
2. Along with the Contractor review and approve all Project Cash Flow Projections
3. Review all General Contractor and Owner Nominated Subcontractor submissions for Application of Payments at intervals outlined in the Contract Documents and make recommendations to the Owner for the certification of Payments.
4. Review and monitor all Change Order Proposals and advise the Owner on the Cost and Schedule impact of each Proposal.
5. Prepare all Project Change Orders for the Owner Signature
6. Monitor and track all Project Costs, and prepare monthly reports indicating the Financial Status of the Project.
7. Monitor and Review the Project's Construction Schedule and advise the Owner as to potential delays and the subsequent impact of Project cost.
8. Along with the Architect and the Project Consultants monitor the General Contractor's quality and make recommendations to the Owner for the correction and/or replacement of defective work.
9. Prepare the Project's Final Account