



GOVERNMENT OF BERMUDA

**Ministry of Public Works
Department of Public Lands and Buildings**

CONTRACT

**THE GENERAL CONSTRUCTION, CARPENTRY AND PAINTING
REPAIRS TO THE ST. DAVID'S LIGHTHOUSE PROPERTIES**

THIS AGREEMENT, Made as of xxx in the Year of 2017

Between the Owner: Public Works
Buildings Department
2 Aeolia Drive
Devonshire DV05
441-292-2500

And the Contractor: Contractor XXX
Address
Address
Postal Code

For the Project: General Construction, Carpentry and Painting Repairs
St. David's Lighthouse Properties
3 Mount Road,
St. David's DD03

Building # 00896, 0900, 1003, 1004

Initialed by: Client _____ Contractor _____

ARTICLE 1. SCOPE OF WORK

Applicable Law

The applicable law governing this Agreement shall be that of Bermuda.

- 1.1 The contract documents consist of this agreement, general conditions, construction documents, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.
- 1.2 Contractor has heretofore entered into a contract with said Owner to furnish all **labor, materials and equipment** to perform all work described below according to the Schedule of work and specification for the Internal Painting to Somerset Primary School.

ARTICLE 2. PROJECT CONTROL

- 2.1 The Contractor will meet with selected representatives on a regular basis or as determined necessary by the Department of Lands Buildings and Surveys to review progress and provide necessary guidance to the contractor in solving problems which may arise.
- 2.2 The Contractor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
- 2.3 Within 10 working days of the award of a project, the vendor will submit to the Department or its representative project manager for approval a work plan which includes the following:
 - 2.3.1 The vendor's names and titles of personnel assigned to the project.
 - 2.3.2 Complete background check applications (if applicable).
 - 2.3.3 The project breakdown showing subprojects, costs, activities and tasks.
 - 2.3.4 The time-phased plan for completing the project.

ARTICLE 3. PAYMENT TERMS

- 3.1 The Contractor agrees to be paid by the Owner on completion of the project or if attached as per the stage payments when reaching the stated stages of work completion.

10% of the gross payments shall be retained until Substantial Completion at which time the level of retention will be reduced to 2.5%, which will then be released following the satisfactory completion of the Contractor's initial 3 month warranty period.

Initialed by: Owner _____ Contractor _____

3.2 The Final Payment, being the entire unpaid balance of the Contract Sum shall be made by the owner to the Contractor when the work has been satisfactorily completed to the reasonable satisfaction of the project manager or their nominated representative.

3.3 The Total Contract Amount shall be **\$xxx.00** (Seventy Thousand Dollars Nil Cents)

ARTICLE 4. TIME OF COMPLETION

4.1 Contractor shall complete the project within **(xx weeks)** of commencement and work within the project schedule. The works are to be carried out during the school's summer vacation and therefore must be completed prior to the xxth Month 2017.

ARTICLE 5. CHANGE ORDERS

5.1 Contractor understands and agrees that no change orders or contract additions will be made unless agreed to in writing by Owner. If any additional work is performed and not covered in this contract, the Contractor proceeds at his own risk and expense. No alterations, additions, or small changes can be made in the work or method of the performance, without the written change order signed by the Owner and Contractor.

ARTICLE 6. CLEAN-UP

6.1 Contractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If it becomes necessary, the Contractor will be back charged for appropriate clean up by deducting clean up costs from payments.

ARTICLE 7 DUTIES OF THE CONTRACTOR

7.1 All work shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.

7.2 All work shall be completed in a workman like manner, and shall comply with all applicable building codes and laws.

7.3 All work shall be performed by licensed individuals to perform their said work, as outlined by law.

7.4 Contractor shall obtain all permits necessary for the work to be completed.

7.5 Contractor shall remove all construction debris and leave the project in a clean condition.

7.6 Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

Initialed by: Owner _____ Contractor _____

ARTICLE 8 OWNER

8.1 The Owner shall communicate with subcontractors only through the Contractor.

8.2 The Owner will not assume any liability or responsibility, or have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

ARTICLE 9. TAXES AND PERMITS

9.1 The Contractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

ARTICLE 10. INSURANCE AND INDEMNITY

10.1 The Contractor shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Contractor shall not hold the Owner liable from all costs, damages, fees and expenses from any claims arising on the project. Failure of the Contractor to maintain appropriate insurance coverage may deem a material breach allowing the Owner to terminate this contract or to provide insurance at the Contractor's expense.

10.2 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

10.3 The contractor shall maintain insurance for the duration of the contract, at the following (minimum) levels:

10.3.1 Employer's Liability \$1,000,000

10.3.2 General Liability \$250,000

10.3.3 Replacement Cost Allowance 15%

ARTICLE 11. LIQUIDATED AND ASCERTAINED DAMAGES

11.1 If the project is not substantially completed on the stated completion date, the Contractor shall pay to the Owner a sum of **(\$150 per day or part thereof)** for each calendar day of inexcusable delay until the work is substantially completed, as liquidated damages. **In addition to levying the liquidated damages as before described, the Owner will be compensated for all**

Initialed by: Owner _____ Contractor _____

additional damages ascertained to have been suffered by them for the late delivery of the project.

ARTICLE 11. WARRANTY

11.1 Contractor shall warrant all labor, materials and equipment furnished on the project for **(3 months)** against defects in workmanship or materials utilized. The manufacturer's warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after **(3 months)** beyond the completion of the project or cessation of work.

ARTICLE 12. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

12.1 Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner to contract with a properly licensed and qualified hazardous material contractor.

ARTICLE 13. ARBITRATION OF DISPUTES

13.1 Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration, to be held in Bermuda;

13.2 No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.

ARTICLE 14. ATTORNEY FEES

14.1 In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

ARTICLE 15. ACCEPTANCE

WITNESS our hand and seal on this xxth Month, 2017.

Signed in the presence of:

Owner's Name

Date

Initialed by: Owner _____ Contractor _____

Witness's Name

Date

Contractor's Name _____

Date _____

Witness's Name _____

Date _____

Initialed by: Owner _____ Contractor _____