



GOVERNMENT OF BERMUDA

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

**REPAIR OF STUCCO WALL FINISHES
CONTRACT**

THIS AGREEMENT, MADE AS OF IN THE YEAR OF 2015

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

And the Contractor: TBC

For the Project: The Cabinet Building
105 Front Street
Hamilton
HM12

Building #: 0403

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, specifications, 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 repair of stucco wall finishes to The Cabinet Building.

ARTICLE 2. PAYMENT TERMS

2.1 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 12 month defects liability period.

2.2 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.

2.3 The Total Contract Amount shall be **\$00.00.00** (Words..... Dollars and Nil Cents)

ARTICLE 3. TIME OF COMPLETION

3.1 Contractor shall commence the works on the **2015** and complete the project within (**.....Weeks**) and work within the project schedule. The completion date is therefore the**2015**.

ARTICLE 4. CHANGE ORDERS

4.1 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.

Initialed by: Owner____ Contractor ____

ARTICLE 5. CLEAN-UP

5.1 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 6 DUTIES OF THE CONTRACTOR

- 6.1 All work shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.
- 6.2 All work shall be completed in a workman like manner, and shall comply with all applicable building codes and laws.
- 6.3 All work shall be performed by licensed individuals to perform their said work, as outlined by law.
- 6.4 Contractor shall obtain all permits necessary for the work to be completed.
- 6.5 Contractor shall remove all construction debris and leave the project in a clean condition.
- 6.6 Contractor shall be responsible for fully protecting all adjacent surfaces. Where such areas are damaged by the contractor, his employees or subcontractors then they are to be repaired or replaced at the sole cost of the contractor.

ARTICLE 7 OWNER

- 7.1 The Owner shall communicate with subcontractors only through the Contractor.
- 7.2 The Owner will not assume any liability or responsibility, nor 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 8. TAXES AND PERMITS

8.1 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 9. INSURANCE AND INDEMNITY

9.1 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.

Initialed by: Owner _____ Contractor _____

9.2 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.

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

- 9.3.1 Employer's Liability \$1,000,000
- 9.3.2 General Liability \$250,000
- 9.3.3 Replacement Cost Allowance 15%

ARTICLE 10. LIQUIDATED DAMAGES

10.1 If the project is not substantially completed on the stated completion date, the Contractor shall pay to the Owner the sum of **(\$150 per day or part thereof)** for each calendar day of inexcusable delay until the work is substantially completed, as liquidated damages.

ARTICLE 11. WARRANTY

11.1 Contractor shall on completion furnish a single source warranty covering the stucco wall finishes system (including all accessories) for labor, materials and equipment furnished on the project for **(15 years)** 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 **(15 years)** 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 Owner or the Contractor.

Initialed by: Owner _____ Contractor _____

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 day of 2015

Signed in the presence of:

Owner's Name

Date

Witness's Name

Date

Contractor's Name

Date

Witness's Name

Date

Initialed by: Owner____ Contractor ____