

Short Form Contract



THIS CONTRACT MADE THIS _____ DAY OF 20____ BETWEEN:

NEW BRUNSWICK POWER CORPORATION HEREINAFTER REFERRED TO AS THE “OWNER” OF THE FIRST PART, AND _____ HEREINAFTER REFERRED TO AS THE “CONTRACTOR” OF THE SECOND PART.

WITNESSETH THAT IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

| 1. THE OWNER SHALL | 2. THE CONTRACTOR SHALL |
|--|--|
| <p>(a) PAY TO THE CONTRACTOR IN CONSIDERATION OF THE WORK TO BE PERFORMED BY THE CONTRACTOR THE SUM OF \$ _____ WHICH SUM SHALL BE SUBJECT TO:</p> <p>i. A FIVE PERCENT HOLDBACK WHERE A PERFORMANCE BOND AND A LABOUR AND MATERIAL PAYMENT BOND ARE APPLICABLE TO THE CONTRACT.</p> <p>ii. A TEN PERCENT HOLDBACK WHERE NO SUCH BONDS ARE APPLICABLE.</p> <p>(b) PAY THE HOLDBACK MONIES TO THE CONTRACTOR LESS ANY PORTION THEREOF OR PROPERLY RETAINED BY THE OWNER UPON THE EXPIRATION OF SIXTY DAYS FROM COMPLETION OF THE WORK, AND</p> <p>(c) MAKE THE PAYMENT SET OUT IN PARAGRAPH (a) LESS HOLDBACK UPON COMPLETION OF THE WORK AND AFTER RECEIPT OF AN ACCEPTABLE INVOICE.</p> | <p>(a) PERFORM THE WORK DESCRIBED IN SECTION 5(2) IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, THE TENDER DOCUMENTS AND THE SPECIFICATIONS ATTACHED HERETO, IF ANY,</p> <p>(b) FURNISH ALL PLANT, LABOUR, EQUIPMENT, TOOLS AND MATERIALS, OTHER THAN THOSE SUPPLIED BY THE OWNER IN ACCORDANCE WITH SECTION 4, NECESSARY TO COMPLETE THE WORK, AND</p> <p>(c) COMPLETE THE WORK TO THE SATISFACTION OF THE OWNER’S REPRESENTATIVE ON OR BEFORE THE _____ DAY OF _____, 20__.</p> |

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3. THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
- (a) TIME IS OF THE ESSENCE, (b) AS FAR AS PRACTICABLE, NEW BRUNSWICK LABOUR AND MATERIAL SHALL BE UTILISED BY THE CONTRACTOR, (c) THE CONTRACTOR SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER, ASSIGN OR SUBLET ALL OR ANY PORTION OF THIS CONTRACT, (d) NO CLAIM FOR EXTRA WORK SHALL BE RECOGNISED BY THE OWNER UNLESS APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE, (e) THE CONTRACTOR SHALL ALLOW OFFICERS OF THE OWNER FREE ACCESS TO THE WORK, AND (f) THE OWNER'S REPRESENTATIVE MAY IN WRITING DESIGNATE PERSONS TO ACT ON THEIR BEHALF.
4. THE OWNER WILL SUPPLY THE FOLLOWING MATERIALS DDP INCOTERMS 2020 SITE (IF NONE INDICATE N/A).
5. (1) THIS CONTRACT IS A LUMP SUM CONTRACT FOR \$_____.
- (2) THE CONTRACTOR SHALL COMPLETE THE FOLLOWING DESCRIBED WORK IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, AND, IF A UNIT PRICE CONTRACT, CARRY OUT THAT WORK AT THE PRICES SET OUT HEREIN.
- AS DESCRIBED IN TENDER DOCUMENT NO. _____ AND THE CONTRACTOR'S TENDER SUBMISSION DATED _____, 20_____, WHICH DOCUMENTS FORM PART OF THIS CONTRACT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT OF DISCREPANCIES OR CONFLICTS BETWEEN THE TENDER DOCUMENT AND THE CONTRACTOR'S TENDER SUBMISSION, THE TENDER DOCUMENT WILL TAKE PRIORITY.
6. IF THIS SECTION IS INITIALLED BY THE OWNER, IT SIGNIFIES THAT THE OWNER HAS ELECTED TO RETAIN A HOLDBACK AND IF NOT INITIALLED, THAT IT HAS ELECTED NOT TO RETAIN. A HOLDBACK _____ (INITIALS).
7. THE CONTRACTOR CERTIFIES THAT IT NOW HAS AND WILL KEEP IN FORCE DURING THE TERM OF THE CONTRACT LIABILITY INSURANCE
- IN AN AMOUNT OF NOT LESS THAN \$2,000,000.00 AND AUTOMOTIVE INSURANCE IN AN AMOUNT OF NOT LESS THAN \$3,000,000.00, AS EVIDENCED BY INSURANCE POLICY NO. _____ FROM _____, ISSUED BY _____, AND WHICH POLICY EXPIRES ON THE _____ DAY OF _____, 20_____.
8. THE CONTRACTOR HEREBY AGREES TO INDEMNIFY AND SAVE HARMLESS THE OWNER FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS OR PROCEEDINGS WHICH MAY NOW OR HEREAFTER BE BROUGHT, MAINTAINED OR INSTITUTED AGAINST THE OWNER BY ANY PERSON ARISING OUT OF OR IN RELATING TO OCCASIONED BY OR IN ANY WAY ATTRIBUTABLE TO THE CARRYING OUT OF THE WORK HEREUNDER BY THE CONTRACTOR, HIS SUBCONTRACTORS, SUPPLIERS, SERVANTS OR AGENTS OR IN ANY WAY RELATING TO



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THE INFRINGEMENT OF ANY PATENT OR COPYRIGHT BY ANY OF THEM IN RELATION TO THE WORK.

IN WITNESS WHEREOF THE REPRESENTATIVE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN

OWNER'S SIGNATURES:

NAME: _____
TITLE:

NAME: _____
TITLE:

CONTRACTOR'S SIGNATURE:

WITNESS: _____

DATE: _____

| | | |
|-----------------------------------|--|--|
| Contract Doc. #: | | |
| Buyer Name: | | |
| Award of contract recommended by: | | |