

Short Form Construction Contract



This contract made this _____ day of 20____ between: His Majesty the King in right of the province of New Brunswick represented herein by the Minister of Transportation and Infrastructure 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:

<p>1. The Owner shall</p> <p>(a) Pay to the Contractor in consideration of the work to be performed by the Contractor the sum of \$_____ plus hst, which sum shall be subject to:</p> <p>i. A five percent holdback where a performance bonds, a labour and materials payment bond or a security deposit is applicable to the contract.</p> <p>ii. A ten percent holdback where no such bonds or security deposit is applicable.</p> <p>(b) Pay The holdback monies to the Contractor less any portion thereof or properly retain 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.</p> <p>1.1 In the event of any change after the date of submission of the tender for the contract by the Contractor in any tax, duty or tariff that applies to the material incorporated or to be incorporated in the work described in section 5(2) and that affects the cost to the Contractor of such material, the amount set out in section 1(a) shall:</p> <p>(a) be increased where the cost to the Contractor of any material has been increased by virtue of the change, or</p> <p>(b) be decreased where the cost to the Contractor of any material has been decreased by virtue of the change,</p> <p>by an amount, to be established by examination of relevant documentation satisfactory to the Owner in its sole discretion, that represents the increase or decrease, as the case may be, in the cost to the Contractor of the material involved that is directly attributable to the change in the tax, duty or tariff levied on or in respect of such material.</p>	<p>2. The Contractor shall</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 _____, 2022</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 Owners 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 his/her behalf.
4. The Owner will supply the following materials delivered to the location (if none indicated n/a),
- n/a or as per Department of Transportation and Infrastructure standard and particular specifications
5. (1) This contract is a lump sum contract for \$_____ plus hst
- (2) The Contractor shall complete the following described work as per particular specifications/ project specifications and as per accepted quotation no. _____ and any applicable addendums.
- 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.
- Description:
- _____
(Insert reference to tender, RFP or particular specification as applicable)
6. The Contractor certifies that it now has and will keep in force during the term of the contract required insurances and submit certificate of insurance and policy for commercial general liability insurance in an amount of not less than \$2,000,000.00 and automotive insurance in an amount of not less than \$2,000,000.00, as evidenced by
- i. insurance policy no. _____ from _____, issued by _____, and which policy expires on the _____ day of _____, 20_____.
- ii. insurance policy no. _____ from _____, issued by _____, and which policy expires on the _____ day of _____, 20_____.
7. 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 in relating to occasioned by or in any way attributable to the carrying out of the work hereunder by the Contractor, the subcontractors, suppliers, servants or agents or in any way relating to the infringement of any patent or copyright by any of them in relation to the work.

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In witness whereof the representative parties have executed this contract on the day and year first above written

Witness: _____

Owners Signature: _____

Date: _____

Contractors Signature: _____

Witness: _____

Date: _____

Contract Doc#:	Project name:	
Issued By: Department:		Issue To: Address:
Award Of Contract Recommended By:		