

ANNEX H



GOVERNMENT OF BERMUDA

Ministry of Environment
Department of Parks

SMALL CONTRACT AGREEMENT

THIS AGREEMENT made the [INSERT] day of [INSERT MONTH] in the year [INSERT YEAR] by and between the **DEPARTMENT OF PARKS**, hereinafter called the **OWNER** and [INSERT FIRM] hereinafter called the **CONTRACTOR**, for the purpose of providing **Interim Landscape Maintenance services for Selected Portions of the Bermuda Railway Trail** (Project File Reference No. **160822.500**) pursuant to Tender Documents issued [INSERT DATE].

The Owner and the Contractor agree as follows:

Article 1 Work to be done

The Contractor agrees to supply all labour, materials (Some materials will be supplied by owner), transport and any other services necessary for the proper completion of work as described by the Specifications (tender document) and all Conditions of this Agreement.

Article 2 Time of Completion

The Contractor agrees to commence work on or before [INSERT START DATE] and shall be substantially complete on or before [INSERT DATE] subject to any extensions of time as provided by the Buildings Manager or his nominated representative.

Liquidated damages relating to failure to complete on time shall be **NIL**

Five per cent (5%) of the Contract Sum will be retained for a period of ninety (90) days after completion of the contract.

Article 3 The Contract Sum

The Owner shall pay the Contractor for completion of the Contract, the sum of [INSERT AMOUNT]

Article 4 Progress Payments

The Contractor agrees to be paid by the Owner as follows: **Interim Landscape Maintenance**

Article 5 Final Payment

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 completed and the Contract fully per-formed to the reasonable satisfaction of the Buildings Manager or his nominated representative.

Article 6 Contract Documents

The Contract Documents consist of this Agreement and any accompanying Conditions and Specifications.

Article 7 Insurance

The Contractor shall maintain, at a minimum, \$250,000.00 of Third Party Insurance for the duration of the Contract.

Article 8 Taxes and Social Insurance

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 where applicable.

Article 9 Permits

The Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed where applicable.

This Agreement entered into as of the day and year first written above.

For the **OWNER** _____ **CONTRACTOR** _____

PRINT NAME _____ PRINT NAME _____

OFFICIAL USE
Cost Centre
Cost Code
Cost Type
Park Site
Task Number
Purchase Order
File Number

GENERAL CONDITIONS

PLANT AND EQUIPMENT

The Contractor is to include for the provision of all equipment, tools, plant, scaffolding etc. that is necessary for the completion and proper execution of the work. All to be in good condition and safe to operate.

The Contractor shall not in the course of the works use any tools, plant or equipment belonging to the Department of Parks without the prior consent of a responsible officer of the Department. Such consent shall not operate as a warranty as to the fitness of such tools for the purpose of the contract, and shall be used at the risk of the Contractor. In addition, the Contractor must confine his men, materials and plant as directed by the Contract Documents and the Department's Senior Superintendent or a duly authorized representative of the Department (herein referred to as the Department Representative).

WORKMANSHIP & MATERIALS

All workmanship and materials as specified in the contract documents shall be to the entire satisfaction of the Department Representative who may reject any workmanship or materials which are in their opinion unsatisfactory for the purpose intended or which are not in accordance with the Landscape Specifications or other aspects of the Contract Documents. Any such workmanship or materials will be corrected at the Contractor's expense.

GENERAL

Security - The Contractor shall include for and be solely responsible for the protection and safety of the works, materials, site, adjacent property and the general public during progress of the works.

Restrictions - The Contractor must confine his workmen, materials and plant to the areas outlined in the Contract Documents and as directed by the Department Representative and must limit his access to the means agreed and shall be responsible for maintaining the original condition of the existing area. The Contractor and his workmen shall not cause any nuisance, trespass or detriment.

SAFETY PRECAUTIONS

General - The Contractor must take all reasonable precautions to prevent the outbreak of fire and similar accidents and must include in his tender all costs for complying with safety and health requirements of the Contract Documents. The issuance of these requirements does not relieve the Contractor of his statutory requirements and for taking other reasonable precautions to minimize risk.

INJURY, DAMAGE & INSURANCE

Injury or Death - The Contractor shall be liable for and shall indemnify the Owner against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of the course of, or caused by the carrying out of, the Contract work.

Insurance - The Contractor shall be liable for and indemnify the Owner against and insure against any expense, liability, loss, claim or proceedings in respect to workmen's compensation acts and other employee benefits acts, damages because of bodily injury, including death. The insurance shall be written for not less than the limits outlined in Article 7 of the Small Contract Agreement or that required by law, whichever coverage is greater.

Debris - The Contractor shall at all times keep the site free of debris in accordance with the Landscape Specifications of the Contract Documents and to the satisfaction of the Department Representative.

Health, Safety & Welfare - The Contractor shall comply with Bermuda law and policies of the Bermuda Government as outlined in the Contract Documents.

COMPLETION OF THE CONTRACT

Extension of Contract Period - If it becomes apparent that the works will not be completed by the date outlined for completion in Article 2 of the Small Contract Agreement for reasons beyond the Contractor's control, then the Contractor shall so notify the Department Representative who shall make, in writing, such extension of time for completion as is reasonable.

Liquidated Damages - If the Works are not substantially completed by the date outlined in Article 2 then the Contractor shall pay the Owner liquidated damages at the rate outlined in Article 2 for such payments.

Retention - A five per cent (5%) retention of the total Contract Sum will be withheld by the Owner for a warranty period of thirty (30) days after substantial completion as a remedy for any latent defects due to workmanship which may appear during this period. Retained funds not required due to satisfactory workmanship shall be released to the Contractor at the close of the warranty period.

Substantial Completion - The Department Representative shall certify the date when in their opinion the Works are substantially complete.

Arbitration - Any dispute between the parties arising from this contract shall be dealt with by Arbitration in accordance with the Arbitration Act 1986.

TERMINATION OF CONTRACT

If the Contractor defaults, or persistently fails, or neglects to carry out the work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Director of the Department of Parks, after seven day's written notice to the Contractor and without prejudice to any other remedy the Department may have, may make good such deficiencies and may deduct the cost thereof, including any other expenses made necessary thereby, from the payment due the Contractor. Alternatively, the Director of the Department of Parks may terminate the Contract and take possession of the site and all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the work by whatever method deemed expedient. If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, such excess will be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Department of Parks.