

MINISTRY OF NATIONAL SECURITY
DEPARTMENT OF CORRECTIONS

SMALL CONTRACT AGREEMENT

THIS AGREEMENT made the ? day of October in the year two thousand and nineteen by and **BETWEEN** the Owner: Ministry of National Security: 43 Church Street Hamilton HM12

and the Contractor as follow;

Contractor Authorized Representative	#####
Contractor Name:	#####
Contractor Address:	#####
E-mail Address:	#####
Tel: Work:	
Tel:Cell:	441-1234561
Tel: Fax:	N/A

The Project is at

Property Address	Westgate Facility
Building ID Plate Number	

The Project officer is the Acting Assistant Commissioner Administration being

Name:	Shannon Hollis
E-mail Address	sjhollis@gov.bm
Tel: Work:	441-295-4975
Tel:Cell:	441-703-0510

The Owner and Contractor agree as follows:

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the attached scope of works and any other Contract Documents attached and as briefly described as follows:-

1. Install New 10' Fence at Westgate Playing Field as specified in the RFP , dated October 2019.

ARTICLE 2 DATE OF COMMUNICATION AND SUBSTANTIAL COMPLETION

Contract Period:	? weeks
Start Date	??????? 2019
Completion Date	??????? 2019

ARTICLE 3 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement including the General Conditions below, and any accompanying conditions, and Estimate 1059 dated, 5th October 2019.

ARTICLE 4 INSURANCE

The Contractor shall maintain, at minimum, \$1,000,000 (one million dollars) of Third Party insurance plus full and adequate employee liability insurance for the duration of the Contract.

ARTICLE 5 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 are 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 Owner without the prior consent of the project officer. Such consent shall not operate as a warranty 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 within the contract documents or as directed on site by the project officer or their authorized representative.

ARTICLE 6 WORKMANSHIP & MATERIALS

All workmanship and materials as specified within the contract documents, plans, drawings, specifications or other documents shall be to the entire satisfaction of the project officer who may reject any workmanship or materials which are in his opinion unsatisfactory for the purpose intended or which are not in accordance with the Specifications or Contract Documents. Any such workmanship or materials will be corrected at the Contractor's expense.

ARTICLE 7 FIRE PRECAUTIONS

General - The Contractor must take all reasonable precautions to prevent the outbreak of fire and must include in his bid for all costs in complying with the requirements of this document. The issue of these requirements does not relieve the Contractor of his statutory requirements and for taking other reasonable precautions to minimize risk.

ARTICLE 8 GENERAL

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

Restrictions - The Contractor must confine his workmen, materials and plant to the area directed by the Supervising Officer 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.

The owner will require that all operatives working within the Correctional Facility be vetted prior to commencement.

ARTICLE 9 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, 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 to the satisfaction of the Supervising Officer.

Health, Safety and Welfare - The Contractor shall follow the requirements as set out in all current Safety and Health Legislation and Regulations including best working practices in any such safety and health guidelines.

ARTICLE 10 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 project officer who shall make, in writing, such extension of time for the completion as is reasonable.

Substantial Completion - The project officer shall certify the date when in his opinion the contract 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. The decision of the Arbitrator is to be final save as to a point of law.

ARTICLE 11 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 project officer or their authorized representative after seven day's notice in writing served in person or by email at the email address of the contractor above to the Contractor and without prejudice to any other remedy the owner may have, may make good all deficiencies and may deduct the cost thereof, including any other expenses made necessary thereby, from the payment due the Contractor.

Alternatively, the owner or project officer may terminate the Contract and take possession of the site and all materials, equipment, tools, and machinery thereof owned by the Contractor and may finish the work by whatever method deemed expedient. If

the unpaid balance of the fixed price bid 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 owner.

ARTICLE 12 CONTRACT SUM

The Owner shall pay the Contractor the Total Fixed Bid Sum of fifty-five thousand dollars (\$55,000.00), for satisfactory completion of performance of the Contract subject to any additions and deletions or alterations to payments as provided in the Contract Documents.

ARTICLE 13 PAYMENTS

The Contractor agrees to be paid by the Owner 100% of the total contracted fee.

ARTICLE 14 FINAL PAYMENTS

The Payment of the Contract Sum. This 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.

Signature and date of Completion

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

For the OWNER

Witnessed by

For the CONTRACTOR

Witnessed by