

SHORT FORM CONTRACT

PROVINCE OF NEW BRUNSWICK

Form 77-1120(1/92)

THIS CONTRACT MADE THIS _____ DAY OF _____, _____ 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 TO AS FOLLOWS:

1. THE OWNER SHALL

(a) Pay to the contractor in consideration of the work performed by the contractor the sum of \$_____, WHICH SHALL BE SUBJECT TO:

(i) A five percent holdback where a performance bond, a labour and material payment bond or a security deposit is applicable to the contract.

(ii) A ten percent holdback where no such bonds or security deposit is applicable, and the contract value is greater than five thousand dollars, or

(iii) A ten percent holdback where no such bonds or security deposit is applicable, the contract value is five thousand dollars or less and the owner has in section 6 elected to retain a holdback.

(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

(c) Make the payment set out in paragraph (a) less holdback upon completion of the work.

2. THE CONTRACTOR SHALL

(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.

(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

(c) Complete the Work to the satisfaction of the Engineer - Architect on or before the _____ day of _____.

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 utilized by the Contractor, (c) the Contract shall not, without the prior written consent of the Owner, assign or subject all or any portion of this contract, (d) no claim for extra work shall be recognized by the Owner unless approved in writing by the Engineer - Architect, (e) the Contractor shall allow officers of the Owner free access to the Work, and (f) the Engineer - Architect may in writing designate persons to act of his behalf.

4. The Owner will supply the following materials free on board the location indicated (if none indicate N/A) _____

5. (1) This Contract is a _____;

(2) The Contractor shall complete the following described work in accordance with the terms of this Contract. If a unit price Contract, carry out that work at the prices set out herein.

As described in _____, dated _____, which documents form part of this Contract.

6. If this Section is initialed by the Owner, it signifies that the Owner has elected to retain a holdback and if not initialed that he has elected not to retain a holdback.
 _____ (Initialed)

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 & 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 _____.

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 relation 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 the infringement of any patent or copyright by any of them in relation to the Work.

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

Owner Signature		Owner Signature	
Title		Title	Chief Legal Officer
Witness		Contractor Signature	
Contract No.:		Project Name:	
Issued by:	NEW BRUNSWICK POWER CORPORATION	Issued to:	