Contract Agreement

|  |  |  |
| --- | --- | --- |
| CONTRACT FOR | Testing123 | (Contract name) |
| CONTRACT NUMBER | TBC | (Number) |
| THIS AGREEMENT  is made on | TBC |  |
| BETWEEN | TBC | (‘the Contractor’) |
| AND | TBC | (‘the Principal’) |

IT IS AGREED as follows:

# The Contractor shall carry out the obligations imposed on the Contractor by the Contract.

# The Principal shall pay the Contractor the sum of $ or such greater or lesser sum as shall become payable under the Contract together with goods and services tax at the times and in the manner provided in the Contract.

# Each party agrees to the terms and conditions as set out in the Contract.

# The Contract comprises the following documents:

# This Contract Agreement;

### The notification of acceptance of tender or award of Contract;

### The following post-tender documents (Identify any agreed post-tender documents to be included, for example correspondence or minutes or pre-award meetings dealing with tender tags, and so on):

|  |
| --- |
| * TBC |

### The Contractor’s tender;

#### TBC

### Notices to tenderers (Give details with dates);

|  |
| --- |
| * TBC |

### Schedule 1: Special Conditions of Contract – Specific Conditions of Contract;

### Schedule 2: Special Conditions of Contract – Other Conditions of Contract;

### The General Conditions of Contract NZS 3910:2013 (including other Schedules);

### Specifications issued prior to the Date of Acceptance of Tender;

### Drawings issued prior to the Date of Acceptance of Tender;

### The Schedule of Prices;

### The Schedule to the Conditions of Tendering;

### The Conditions of Tendering; and

### The following additional documents (Identify any additional documents to be included):

|  |
| --- |
| * TBC |

# This Contract shall constitute the entire agreement between the parties. This Contract supersedes all prior negotiations, representations, and warranties, except insofar as the same are expressly incorporated herein.

|  |  |  |
| --- | --- | --- |
| SIGNED BY |  | Authorised Signatory of Contractor |
| SIGNED BY |  | Authorised Signatory of Principal |

Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract

|  |  |
| --- | --- |
| Contract for: |  |

| Clause  in General Conditions | Title and subject matter | Specific condition data (Expand cells if required or add a reference to further detail provided in Schedule 2.) |
| --- | --- | --- |
| 1. | INTERPRETATION |  |
| 1.2 | Definitions |  |
|  | The Principal is: | TBC |
|  | of: | TBC |
| 1.2, 10.2 | Separable Portions |  |
|  | • Are there any Separable Portions in this Contract? | TBC |
|  | • If yes, the Separable Portions are as follows and as further defined in the Contract: | TBC |
| 2. | THE CONTRACT |  |
| 2.1 | Type of contract |  |
| 2.1.1 | This Contract is a: | *(select one to apply (a), (b), or (c))* |
|  | (a) Lump sum contract governed by 2.2; | ☐ |
|  | (b) Measure and value contract governed by 2.3; | ☐ |
|  | (c) Cost reimbursement contract governed by 2.4. | ☐ |
| 2.4 | Cost reimbursement contract |  |
| 2.4.1 | Allowance(s) which are to be added to Net Cost in a cost reimbursement contract or for parts of the Contract Works which are required to be carried out on a cost reimbursement basis:  *(If percentages are shown as zero or nil, allowances for overheads and profit are deemed to be included in Net Cost.)* | |
|  | • Allowance for On-site Overheads: | TBC |
|  | • Allowance for Off-site Overheads and Profit: | TBC |
| 2.4.4 | Indicative estimates of the Contract Price: |  |
|  | Are indicative estimates required? | TBC |
| 2.5 | Local authority contracts, contracts in public places, and road contracts | |
| 2.5.1 | Is this Contract a local authority contract to which 2.5.2 applies? | TBC |
| 2.5.3 | Is this Contract a contract in a public place to which B1 and B2 of Appendix B apply? | TBC |
| 2.5.4 | Is this Contract a road contract to which Appendix B applies? | TBC |
|  | If yes, the allowance under B3 shall be: | TBC |
| 2.6 | Evidence of Contract |  |
| 2.6.2 | How is the Contract Agreement to be executed? | *(select one to apply, (a) or (b))* |
|  | (a) As stated in 2.6.2; | ☐ |
|  | (b) In accordance with the following other requirements: | ☐ |
| 2.7 | Documents prepared by the Engineer or Principal |  |
| 2.7.1 | Copies of the Contract shall be supplied without charge to the Contractor in the following electronic form: | TBC |
| 2.8 | Documents prepared by the Contractor |  |
| 2.8.2 | Copies of documents referred to in 2.8.2 shall be supplied without charge to the Engineer: |  |
|  | • Number of hard copy sets: | TBC |
|  | • In the following electronic form: | TBC |
| 3. | BONDS |  |
| 3.1 | Contractor’s Bond |  |
| 3.1.1 | Is a Contractor’s Bond required? | TBC |
| 3.1.2 | If yes, the amount of the Contractor’s Bond shall be: | TBC |
| 3.2 | Principal’s Bond |  |
| 3.2.1 | Is a Principal’s Bond required? | TBC |
| 3.2.2 | If yes: |  |
|  | • The amount of the Principal’s Bond shall be: | TBC |
|  | • The surety for the Principal’s Bond shall be: | TBC |
| 5. | GENERAL OBLIGATIONS |  |
| 5.4 | Possession of the Site |  |
| 5.4.1 | The Contractor shall be given possession of the Site | *(select one to apply, (a) or (b))* |
|  | (a) 10 Working Days after the Date of Acceptance of Tender: | ☐ |
|  | (b) On the following date: | ☐ |
| 5.4.3 | Limits on the Contractor's right of entry to adjoining properties are: | TBC |
| 5.5 | Separate Contractors |  |
| 5.5.1 | Separate Contractors who may be carrying out work on the Site concurrently with the Contract Works are: | TBC |
| 5.5.2 | Are facilities for Separate Contractors required? | TBC |
|  | If yes, details of facilities required are: | TBC |
| 5.6 | Care of the works and Site |  |
| 5.6.6(g) | Further risks specifically excepted are: | TBC |
| 5.10 | Programme |  |
| 5.10.4 | Is the programme required to be a Comprehensive Programme? | TBC |
| 5.10.4(e) | If yes, other requirements for the Comprehensive Programme are: | TBC |
| 5.10.5 | The Comprehensive Programme shall use the following software: | TBC |
| 5.10.6 | Updates of the Comprehensive Programme shall be provided at the following intervals: | TBC |
| 5.11 | Compliance with laws |  |
| 5.11.3 | Exceptions to the Principal’s obligations to obtain licences under 5.11.3 are: | TBC |
| 5.11.4 | Exceptions to the Contractor's obligation to give notices and obtain other licences under 5.11.4 are: | TBC |
| 5.17 | Safety plan |  |
|  | Is a Site-specific safety plan required to be prepared by the Contractor? | TBC |
| 5.18 | Quality plan |  |
|  | Is a quality plan required to be prepared by the Contractor? | TBC |
| 5.19 | Traffic management plan |  |
|  | Is a traffic management plan required to be prepared by the Contractor? | TBC |
| 5.20 | As-built drawings and operation and maintenance manuals | |
| 5.20.1(a) | Are as-built drawings required to be prepared by the Contractor? | TBC |
| 5.20.1(b) | Are operation and maintenance manuals required to be prepared by the Contractor? | TBC |
| 6. | THE ENGINEER |  |
| 6.1 | Appointment of Engineer |  |
| 6.1.2 | The Engineer is: | TBC |
|  | whose professional qualification is: | TBC |
| 8. | INSURANCES |  |
| 8.1 | General |  |
| 8.1.1 | The party identified below shall arrange the following insurances referred to in the following clauses: |  |
|  | 8.3 or 8.8 Construction | TBC |
|  | 8.8 Existing structure(s) and contents | TBC |
|  | 8.4 Plant | TBC |
|  | 8.5 or 8.9 Public liability | TBC |
|  | 8.5.2 Motor vehicle liability | TBC |
|  | 8.6 Professional indemnity | TBC |
| 8.1.6 | The following forces of nature shall be specifically insured under 8.3 or 8.8 as applicable: |  |
| (a) Landslip: | TBC |
|  | (b) Earthquake: | TBC |
| (c) Tsunami: | TBC |
|  | (d) Tornado: | TBC |
| (e) Cyclone: | TBC |
|  | (f) Storm: | TBC |
| (g) Flood: | TBC |
|  | (h) Lightning strike: | TBC |
| (i) Volcanic activity: | TBC |
|  | (j) Hydrothermal activity: | TBC |
| (k) Geothermal activity: | TBC |
| 8.3, 8.8 | Construction insurance  *(These items are required to be completed whether the Contractor or the Principal is the insuring party (see 8.1 above))* | |
| 8.3.2, 8.8 | The following shall have their respective interests noted in the construction insurance policy: | TBC |
| 8.3.3, 8.8 | Where construction insurance is required (see 8.1 above), the amount of insurance to be effected for the Contract Works and Materials shall be for not less than the sum of the Contract Price, after the acceptance of the tender or other offer, plus the following allowances: |  |
|  | (a) An allowance for the Cost of demolition, disposal and preparation for replacement work, equal to: | *(select one to apply, (i) or (ii))* |
|  | (i) The amount in the right hand column: | ☐ |
|  | (ii) The percentage in the right hand column of the Contract Price adjusted as above: | ☐ |
|  | (b) An allowance for professional fees including the Cost of clerks of works and inspectors, equal to: | *(select one to apply, (i) or (ii))* |
|  | (i) The amount in the right hand column: | ☐ |
|  | (ii) The percentage in the right hand column of the Contract Price adjusted as above: | ☐ |
|  | (c) An allowance for items to be incorporated in the Contract Works, the Cost of which is not included in the Contract Price, equal to: | *(select one to apply, (i) or (ii))* |
|  | (i) The amount in the right hand column: | ☐ |
|  | (ii) The percentage of the Contract Price adjusted as above, stated in the right hand column: | ☐ |
|  | (d) An allowance for an increase in the Contract Price due to Variations equal to: | *(select one to apply, (i) or (ii))* |
|  | (i) The amount in the right hand column: | ☐ |
|  | (ii) The percentage of the Contract Price adjusted as above, stated in the right hand column: | ☐ |
|  | (e) An allowance for increased construction Costs due to inflation equal to: | *(select one to apply, (i) or (ii))* |
|  | (i) The amount in the right hand column: | ☐ |
|  | (ii) The percentage of the Contract Price adjusted as above, stated in the right hand column: | ☐ |
| 8.4 | Contractor arranged Plant insurance |  |
|  | Where Plant is required to be insured (see 8.1 above): | *(select one to apply, (a) or (b))* |
|  | (a) The Contractor shall insure the following items of Plant on the Site for the amounts stated: | ☐ |
|  | (b) The Contractor shall insure each item of Plant on the Site having a current market value of more than: | ☐ |
| 8.5 | Contractor arranged public liability insurance |  |
| 8.5.1 | Where required (see 8.1 above), public liability insurance shall be effected by the Contractor for an amount not less than: | ☐ |
|  | Such public liability insurance may include sub-limits: |  |
|  | • For liability arising out of vibration, weakening or removal of support, of not less than: | TBC |
|  | • For liability under the Forest and Rural Fires Act 1977, of not less than: | TBC |
| 8.5.2 | Where required (see 8.1 above), motor vehicle third party liability insurance shall be effected for an amount not less than: | TBC |
| 8.6 | Contractor arranged professional indemnity insurance | |
| 8.6.1 | Where required (see 8.1 above), professional indemnity insurance for design by the Contractor shall be effected for an amount not less than: |  |
|  | • For any one claim: | TBC |
|  | • And for an amount in the aggregate of: | TBC |
| 8.6.2 | Sub-limits of liability for design of parts of the Contract Works by Subcontractors shall be not be less than:  *(list specific part(s) of Contract Works and applicable $ sub-limits for any one claim and for an amount in the aggregate, or state if not required)* | TBC |
| 8.8 | Principal arranged construction insurance (refer also to 8.3) | |
|  | In accordance with 8.7.2, the insurance policy wording title for 8.8.1 and 8.8.2 (a), (b), and (c) is: | TBC |
|  | In accordance with 8.7.2, the extraordinary exclusions, conditions, warranties or endorsements to the policy for 8.8.1 and 8.8.2 (a), (b), and (c) are: | TBC |
| 8.8.1 | Where the Principal is required to effect construction insurance (see 8.1 above): |  |
|  | The lead insurer is: | TBC |
|  | Address of lead insurer: | TBC |
|  | The Nominal Deductibles are: |  |
|  | • For damage arising out of the Contract Works: | TBC |
|  | • For other claims: | TBC |
|  | • For natural perils: | TBC |
| 8.8.2(a) | The existing structures are: |  |
|  | • The replacement value to be insured is: | TBC |
|  | • The lead insurer is: | TBC |
|  | • Address of lead insurer: | TBC |
|  | The Nominal Deductibles are: |  |
|  | • For damage arising out of the Contract Works: | TBC |
|  | • For other claims: | TBC |
|  | • For natural perils: | TBC |
| 8.8.2(b) | Other structures in the vicinity are: |  |
|  | • The replacement value to be insured is: | TBC |
|  | • The lead insurer is: | TBC |
|  | • Address of lead insurer: | TBC |
|  | The Nominal Deductibles are: |  |
|  | • For damage arising out of the Contract Works: | TBC |
|  | • For other claims: | TBC |
|  | • For natural perils: | TBC |
| 8.8.2(c) | Contents insurance: |  |
|  | • The replacement value to be insured is: | TBC |
|  | • The lead insurer is: | TBC |
|  | • Address of lead insurer: | TBC |
|  | The Nominal Deductibles are: |  |
|  | • For damage arising out of the Contract Works: | TBC |
|  | • For other claims: | TBC |
|  | • For natural perils: | TBC |
| 8.9 | Principal’s option to insure public liability |  |
| 8.9.1 | Where required (see 8.1 above), the Principal shall effect public liability insurance for an amount not less than: | TBC |
|  | The lead insurer is: | TBC |
|  | Address of lead insurer: | TBC |
|  | The Nominal Deductible is: | TBC |
|  | In accordance with 8.7.2: |  |
|  | • the policy wording title is: | TBC |
|  | • extraordinary exclusions, conditions, warranties, or endorsements to the policy are: | TBC |
| 8.9.2 | Such public liability insurance may include sub-limits for: (specify as applicable or state ‘not applicable’) |  |
|  | • Liability arising out of vibration, weakening or removal of support: | TBC |
|  | • Liability under the Forest and Rural Fires Act 1977: | TBC |
| 9 | VARIATIONS |  |
| 9.3 | Valuation of Variations |  |
| 9.3.9 | For On-site Overheads: | *(select one to apply, (a) or (b))* |
|  | (a) The prices and rates in the Schedule of Prices are inclusive of full allowance for On-site Overheads; | ☐ |
|  | (b) The prices and rates in the Schedule of Prices are exclusive of On-site Overheads and the allowance for On-site Overheads to be added in accordance with 9.3.9 is: | ☐ (select one to apply, (i), (ii), (iii), or (iv))  ☐ |
|  | (i) Agreed percentage: | TBC |
|  | (ii) As nominated in the Schedule of Prices; | TBC |
|  | (iii) As nominated in the Contractor’s tender; | TBC |
|  | (iv) A reasonable percentage. | TBC |
| 9.3.10 | For Off-site Overheads and Profit: | *(select one to apply, (a) or (b))* |
|  | (a) The prices and rates in the Schedule of Prices are inclusive of full allowance for Off-site Overheads and Profit; | ☐ |
|  | (b) The prices and rates in the Schedule of Prices are exclusive of Off-site Overheads and Profit and the allowance for Off-site Overheads and Profit to be added in accordance with 9.3.10 is: | ☐ (select one to apply, (i), (ii), (iii), or (iv))  TBC |
|  | (i) Agreed percentage: | TBC |
|  | (ii) As nominated in the Schedule of Prices; | TBC |
|  | (iii) As nominated in the Contractor’s tender; | TBC |
|  | (iv) A reasonable percentage. | TBC |
| 9.3.11 | For time-related Cost, the Working Day rate in compensation for time-related On-site Overheads and Off-site Overheads and Profit in relation to an extension of time to be applied in accordance with 9.3.11 is: | *(select one to apply, (a), (b), (c), or (d))* |
|  | (a) Agreed rate per Working Day: | ☐ |
|  | (b) As nominated in the Schedule of Prices; | ☐ |
|  | (c) As nominated in the Contractor’s tender; | ☐ |
|  | (d) Reasonable compensation. | ☐ |
| 9.3.15 | For processing of Variations, the percentage to be paid in accordance with 9.3.15 is: | *(select one to apply, (a), (b), (c), or (d))* |
|  | (a) Agreed percentage: | ☐ |
|  | (b) As nominated in the Schedule of Prices; | ☐ |
|  | (c) As nominated in the Contractor’s Tender; | ☐ |
|  | (d) The reasonable Cost of processing Variations. | ☐ |
| 10. | TIME FOR COMPLETION |  |
| 10.2 | Due Date for Completion |  |
| 10.2.1 | The periods to be used for calculating the Due Date for Completion are: |  |
|  | (a) For the Contract Works: | TBC |
|  | (b) For any Separable Portions: | TBC |
| 10.4 | Practical Completion Certificate |  |
| 10.4.5 | Prior to issue of the Practical Completion Certificate: | *(Select one to apply, (a), (b), or (c))* |
|  | (a) Producer Statements in the form of Schedule 6 are required; | ☐ |
|  | (b) Producer Statements as set out in the following parts of the Contract are required: | ☐ |
|  | (c) Producer Statements are not required. | ☐ |
| 10.5 | Damages for late completion |  |
| 10.5.1 | Liquidated damages shall be applied as follows: |  |
|  | • In respect of the Contract Works: | TBC |
|  | • In respect of any Separable Portion(s): | TBC |
| 10.6 | Bonus for early completion |  |
| 10.6.1 | Is a bonus to be payable? |  |
|  | • If yes, the bonus for the Contract Works is: | TBC |
|  | • If yes, bonuses for any Separable Portions are: | TBC |
| 11. | DEFECTS LIABILITY |  |
| 11.1 | Defects Notification Period |  |
|  | The Defects Notification Period shall be: (3 Months unless otherwise stated) |  |
|  | • For the Contract Works: | TBC |
|  | • For any Separable Portions: | TBC |
| 11.3 | Final Completion Certificate |  |
| 11.3.2 | Prior to issue of the Final Completion Certificate: | *(select one to apply, (a), (b), or (c))* |
|  | (a) Producer Statements in the form of Schedule 6 are required; | ☐ |
|  | (b) Producer Statements as set out in the following parts of the Contract are required: | ☐ |
|  | (c) Producer Statements are not required. | ☐ |
| 11.5 | Warranties |  |
| 11.5.1 |  | *(select one to apply, (a) or (b))* |
|  | (a) No warranties are required; | ☐ |
|  | (b) The Contractor shall provide warranties as set out in the Contract for the following items of work: | ☐ |
| 11.6 | Guarantees |  |
| 11.6.1, 11.6.2 |  | *(select one to apply, (a) or (b))* |
| (a) No guarantees are required; | ☐ |
|  | (b) The Contractor shall provide guarantees in the following form: | ☐  ☐ |
| 12. | PAYMENTS |  |
| 12.1 | Contractor’s payment claims |  |
| 12.1.3(b) (iii) | Advances for Materials delivered to the Site | *(select one to apply, (a) or (b))* |
| (a) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall not be made; | ☐ |
|  | (b) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall be made, subject to the following conditions: | ☐ |
| 12.1.3(b) (iv) | Advances for Temporary Works or Plant | *(select one to apply, (a) or (b))* |
| (a) Advances for Temporary Works or Plant shall not be made; | ☐ |
|  | (b) Advances for Temporary Works or Plant shall be made, subject to the following conditions: | ☐ |
| 12.1.3(b) (iv) | Advances for Materials not yet on Site | *(select one to apply, (a) or (b))* |
| (a) Advances for Materials not on Site shall not be made; | ☐ |
|  | (b) Advances for Materials not yet on Site shall be made, subject to the following conditions: | ☐ |
| 12.3 | Retention monies |  |
| 12.3.1, 12.3.2 | The percentage to be retained from each progress payment and the limit of the total sums retained shall be in accordance with the following: | *(select one to apply, (a) or (b))* |
|  | (a) For the Contract Works, a total retention of:  • 10% on the first $200,000, and  • 5% on the next $800,000, and  • 1.75% on amounts in excess of  $1,000,000, and  • With a maximum total retention when aggregated of $200,000, and  • With a defects liability retention of half  the total retention. | ☐ |
|  | (b) The retention scale in the right hand column: | ☐ |
| 12.3.3 | Bond in lieu of retention | *(select one to apply, (a) or (b))* |
|  | (a) The Contractor may provide a bond in lieu of retentions; | ☐ |
|  | (b) The Contractor may not provide a bond in lieu of retentions. | ☐ |
| 12.8 | Cost fluctuations | *(select one to apply, (a), (b), or (c))* |
|  | (a) Cost fluctuations shall not be paid; | ☐ |
|  | (b) Cost fluctuations shall be paid in accordance with Appendix A; | ☐ |
|  | (c) Cost fluctuations shall be paid in accordance with the method described in: | ☐ |
| 12.13 | Goods and services tax |  |
| 12.13.2 | Payment Schedules provided by the Engineer: | *(select one to apply, (a) or (b))* |
|  | (a) Shall not be in the form of a tax invoice; | ☐ |
|  | (b) Shall be in the form of a buyer created tax invoice and the parties agree not to issue any other tax invoice for items covered by the Payment Schedule. | ☐ |
| 13. | DISPUTES |  |
| 13.4 | Arbitration |  |
| 13.4.3 | If required, the arbitrator shall be nominated by the following Person: | TBC |
| 15. | SERVICE OF NOTICES |  |
| 15.1.2 | For the purpose of service of written notice: |  |
|  | (a) The address of the Principal is: |  |
|  | Postal address: | TBC |
|  | Delivery address: | TBC |
|  | Mark for the attention of: | TBC |
|  | Email address: | TBC |
|  | Other agreed means of electronic communication and address detail: | TBC |
|  | (b) The address of the Contractor is: |  |
|  | Postal address: | TBC |
|  | Delivery address: | TBC |
|  | Mark for the attention of: | TBC |
|  | Email address: | TBC |
|  | Other agreed means of electronic communication and address detail: | TBC |
|  | (c) The address of the Engineer is: |  |
|  | Postal address: | TBC |
|  | Delivery address: | TBC |
|  | Mark for the attention of: | TBC |
|  | Email address: | TBC |
|  | Other agreed means of electronic communication and address detail: | TBC |

Schedule 2 – Special Conditions of Contract – Other Conditions of Contract