

1.0 GENERAL REQUIREMENTS

The general conditions of the contract for stipulated price contract CCDC #2, 2008, are hereby made a part of this specification, the same as if reproduced herein unless otherwise stated in this document , supplements, or amendments. Any contractor not familiar with these conditions may see a copy at the office of the Owner.

1.1 Definitions

1.1.1 Contract Documents

The Contract Documents consist of the Instruction to Bidders, executed Agreement, General Conditions of Contract, Supplementary General Conditions of Contract, Specifications, Drawings and other documents as , including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the contract or agreed upon between the parties. The Successful Bidder's tender, and any addenda to the Specification issued during the bidding period shall also form part of the Contract Documents.

1.1.2 Owner, Consultant, Contractor

The Owner, Consultant and Contractor are the persons, firms or corporation identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and masculine in gender. The Term Owner, Consultant and Contractor means the Owner, Consultant or Contractor or their authorized representatives as designated by each party in writing. The Consultant may be a representative of an outside service provider designated as such by the owner or a representative of the Halifax Regional Municipality. The terms AOwner@, AHRM@ or AHalifax Regional Municipality@ should be considered interchangeable for the purposes of the Contract.

1.1.3 Subcontractor

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked.

1.1.4 The Project

The Project is the total construction. Work performed under the Contract Documents may be the whole or a part of the Project.

1.1.5 Manufactured Articles

The term Manufactured Articles means all material, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

1.1.6 The Work

Work includes the whole of the works, materials, matters and things required to be done, furnished forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment and performed by the Contractor under the Contract.

1.1.7 Materials and Equipment

The term Materials and Equipment means all materials, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work and normally referred to as construction machinery and equipment.

1.1.8 Other Contractor

The term Other Contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

1.1.9 Time

- a) The date of Substantial Performance of the Work is the date agreed to by the Consultant or Owner under the definition in section 1.1.10 and after inspection and issuance of a deficiency report.
- b) The term day, as used in the Contract Documents, shall mean the calendar day.
- c) The term working day means any day observed by the construction industry in the area of the place of building.

1.1.10 Substantial Performance

A Contract shall be deemed to be substantially completed as defined in the Builders' Lien Act, R.S., c. 277, s. 1; 2004, c. 14, s. 2., and when the conditions set out in CCDC-2-2008 Article GC5.4 are fulfilled, and when the work or a substantial part thereof is ready for use or is being used for the purpose intended.

1.1.11 Total Performance

Total Performance shall mean when the entire work has been performed to the requirements of the Contract Documents and is so certified by the Consultant or Owner

1.2 Scope of Work

1.2.1 The Contractor shall properly execute and complete all of the work indicated and called for in the plans, drawings and specifications.

1.2.2 The Contractor shall co-ordinate all divisions of the work including the work of all sub-contractors and suppliers. Be responsible for scheduling and expediting their work and deliveries, including correction of all defective work.

1.2.3 The Contractor shall be responsible for compliance by all persons or parties engaged on the work with all laws, building codes and ordinances insofar as they apply to work carried out under this contract.

1.2.4 The Contractor shall obtain all permits, licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission. Fees for Building Permit and Plumbing Permit **only** shall be waived. The applicant must present a letter from Infrastructure and Asset Management at the time of application to have the fees waived. **No application for payment will be processed until verification of all applicable permits has been received by the owner.**

1.2.5 Under no circumstances is work to begin until all applicable permits have been obtained.

1.2.6 The Contractor shall do all miscellaneous work specified or detailed which is not included in the sub-trade work or which is specifically referred to in this Section.

1.3 Order of Precedence

In the event of inconsistency in any documents related to this contract the documents shall take precedence and govern in the following order:

Contract Agreement/Purchase Order/Work Order

Addenda

Detailed Specifications

Contract Drawings

Standard Specifications

Form of Tender

General and Supplemental Conditions

Working Drawings

1.4 Examination of Site

All contractors who may in any way be affected by the existing conditions of the site will be held to have examined the site and familiarized themselves with the character and extent of work necessary to complete the contract according to the plans and specifications. No claims for extra payment will be entertained by reason of difficulties encountered due to conditions of the site which were visible or reasonably inferable from an examination of the site prior to delivery of this tender.

1.5 Deletions from Contract

The Owner reserves the right to delete any portion of the work, where it is deemed to be in the best interests of the Halifax Regional Municipality. Should this right be exercised, the total value of the Contract will be adjusted accordingly.

1.6 Hours of Work

The Contractor may normally conduct the work during the daylight hours of any weekday or Saturday, providing that his operations do not result in any nuisance or disturbance of the peace, and providing that these hours are acceptable to the Halifax Regional Municipality and do not violate any bylaws in place at the time the work is done. Should the contractor desire to conduct work outside the normal hours of work, he shall obtain written permission from the Halifax Regional Municipality at least 48 hours before the work is to be done.

1.7 Other Contractors

- 1.7.1 The Owner reserves the right to let separate contracts in connection with the total project of which the Work is part.
- 1.7.2 The Owner shall co-ordinate the work and insurance coverages of Other Contractors as it affects the Work of this Contract.
- 1.7.3 The Contractor shall coordinate his work with that of Other Contractors and connect as specified or shown in the Contract Documents.
- 1.7.4 The Contractor shall report to the Consultant any apparent deficiencies in other Contractor's work which would affect the Work of this Contract immediately when they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractor's work except as to those of which he was not reasonably aware.

1.8 Subcontractors

- 1.8.1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under subcontract. The Contractor shall:
 - a) require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
 - b) be fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements he enters into with his Subcontractors.

- 1.8.2 The Contractor shall employ those Subcontractors proposed by him in writing and accepted by the Owner prior to the signing of the Contract for such portions of the work as may be designated in the bidding requirements.
- 1.8.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other Subcontractor Bidders.
- 1.8.4 In the event that the Owner requires a change from any proposed Subcontractor the Contract Price shall be adjusted by the difference in cost occasioned by such required change.
- 1.8.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to

whom he may reasonably object.

1.8.6 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

1.9 Extension of Time

An extension of time may be granted in writing by Halifax Regional Municipality in the event of the work being delayed beyond the prescribed date for completion as stated in Contract and in the work schedule. Such extensions shall be for such time as the Consultant may prescribe and HRM shall fix the terms on which the said extension is granted. An application for an extension of time shall be made in writing by the Contractor to the Owner at least fourteen (14) days prior to the date of completion as stated in the Contract. Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this Contract and all such rights continue to be in effect after the time limited in the Contract for completion of the work.

1..10 Manufactured Articles

All manufactured articles, material and equipment shall be new, supplied, installed, connected, erected, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

1.11 Deduction for Uncorrected Work

The Owner may deem it to be in the best interests of the HRM to make an appropriate deduction in the Contractor's payment where work has been damaged and/or does not comply with the Contract.

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1.12 Liquidation Damages

- 1.12.1 (a) Should the Contractor fail to complete the Contract within the specified time, or specified time as amended, HRM will assign damages in the amount of one hundred dollars (\$100.00) for Liquidated Damages, and not as a penalty, for each and every calendar days delay in finishing the work in excess of the agreed upon Date of Completion of the work. It is agreed that this amount is a reasonable estimate of the actual damage to the HRM which will accrue during the period in excess of the agreed upon Date of Completion of the work. Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the HRM.
- (b) Failure by the Contractor to execute this Contract and/or furnish a satisfactory Performance Security under the stipulated conditions shall entitle the Owner to retain as Liquidated Damages, the Bid Security submitted with the Tender; and/or
- (c) The HRM may deduct any amount due to Liquidated Damages from any monies that may be due or payable to the Contractor on any account whatsoever.
- 1.12.2 The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restriction or Embargoes.

1.13 The Owner's Right to Terminate Contract

- 1.13.1 If the Contractor will be adjudged as bankrupt; or
- 1.13.2 If the Contractor should make a general assignment for the benefit of his creditors; or
- 1.13.3 If a receiver should be appointed on account of the Contractor's insolvency; or
- 1.13.4 If the Contractor should persistently or repeatedly refuse or fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or proper materials to complete the work; or
- 1.13.5 If the Contractor should fail to make prompt payments to Sub-contractors or for materials or labour, or persistently disregard Codes, By-laws, or Ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon that sufficient cause exists to justify such action, may, without prejudice to any other right of remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the

expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

1.13.6 The expense incurred by the Owner herein provided, and the damage incurred through the Contractor's default, shall be determined by HRM.

1.13.7 Where the Contractor has been terminated by the Owner, said termination shall not affect or administrative services, such excess shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

1.13.6 The expense incurred by the Owner herein provided, and the damage incurred through the Contractor's default, shall be determined by HRM.

1.13.7 Where the Contractor has been terminated by the Owner, said termination shall not affect or terminate any of the rights of the Owner as against the Contractor or his Surety then existing or which may thereafter occur because of such default. Any retention of payment of monies by the Owner due to the Contractor under the term of the Contract shall not release the Contractor or their Surety from liability for their default.

1.14 Removal of Machinery, Equipment and Supplies

In the case of termination of this Contract, before completion for any cause whatsoever, the Contractor, if notified to do so by the Owner, shall remove any part or all of their machinery, equipment or supplies from the property of the Owner within seventy-two (72) hours after receiving written notice. Failing this, the Owner shall have the right to remove such machinery, equipment and supplies at the expense of the Contractor.

1.15 Notice of Substantial Performance

When work is substantially complete, request in writing that an inspection be made by the Owner. Upon the Owners and/or HRM's concurrence that the work is substantially complete, attend the inspection and participate in the preparation of a deficiency list.

1.16 Deficiency Corrections

Correct all deficient items which would cause the work to be deemed as non-compliant with Substantial Performance and advise HRM and/or Owner in writing when complete.

1.17 Completion and Certificate

If all deficiencies are found to be complete after inspection, the Owner shall issue a Substantial Completion certificate. The date shown on the completion certificate shall commence the 60 day Lien Period and all guarantee and warranty periods.

1.18 Applications for Payment

1.18.1 All invoices and applications for progress payment shall be addressed to:
Project Manager
P.O. Box 1749
Halifax, NS B3J 3A5

1.18.2

1.18.3 All invoices and applications for progress payment shall include the following:

- .1 Vendor=s company name
- .2 Invoice Date
- .3 Invoice Number
- .4 Halifax Regional Municipality Purchase Order Number
- .5 subtotal before HST and holdback (if applicable)
- .6 HST and holdback (if applicable)
- .7 Grand Total of subtotal, HST, and holdback (if applicable)
- .8 Work breakdown by percentage (ie/ schedule of values)

1.19 Progress Payment

Payment shall be made upon submission of proper application from the contractor and authorized by the Consultant. The Consultant shall provide such approval to the Owner within 10 days of receipt from the Contractor. Normal payment terms for the Halifax Regional Municipality is 30 days from receipt.

1.20 Taxes

- 1.20.1 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the execution of the Contract unless otherwise stated in Supplementary Terms of the Contract
- 1.20.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. If the owner so desires the Contractor is to co-operate with the Consultant and Owner and permit access to books and records in order to establish the amount of such taxes involved
- 1.20.3 The contractor must comply with the Documentary Requirements for Input Tax Credits as required by the Canada Revenue Agency. The Halifax Regional Municipality reserves the right to withhold all payments of Harmonized Sales Tax unless the Documentary Requirements are met.

1.21 Final Payment

Final payment will be made 60 days after the completion and acceptance of the work in accordance with the contract. However, final payment shall not be made and Performance Security shall not be returned until the following written certificates have been filed with the Owner;

- 1.21.1 The contractor's professional, legal representative certifying that no lien has been filed against the contractor or on the premises, or materials mentioned herein, for work done or material furnished in respect of anything done under or by virtue of this Agreement;
- 1.21.2 The Workman's Compensation Board that the contractor has paid all assessments required by the Board in respect of this contract.
- 1.21.3 The contractor statement that all claims and demands for extra work otherwise, under or in connection with this contract, have been presented;
- 1.21.4 If requested, the contractor shall submit a signed itemized list of taxes paid and copies of all invoices as outlined in 1.16 above.
- 1.21.5 Statutory Declaration Showing Subcontractors, Suppliers, etc... have been paid.

NOTE: In no case shall the contractor be entitled to a payment which in the judgement of the Owner shall leave the balance withheld insufficient to complete the work and to cover the lien law.

1.22 Guarantee/Warranty

- 1.22.1 The contractor, in addition to any specific guarantees called for, shall and hereby warrant and/or guarantee that with normal wear and tear, the said work, , for a period of one years (two (2) years on mechanical systems) from the date of Substantial Performance or Completion as set out in the Certificate of Substantial Performance or Certificate of Completion, whichever is issued first, remain in such condition as will meet with the approval of the Halifax Regional Municipality, and that the Contractor will, upon being required by HRM, make good in a manner satisfactory to HRM any imperfections due to materials used in the construction thereof or workmanship. The decision of the Halifax Regional Municipality as to the nature, extent and cause of such imperfections and the necessity for remedying them shall be final.
- 1.21.2 The contractor shall furnish the owner with original copies of all guarantees called for under other divisions of this specification.
- 1.22.3 Upon written notice during the guarantee period, immediately replace, repair or otherwise make good all defective work, materials or equipment at no additional cost to the Owner.
- 1.22.4 Should the Contractor fail to comply with the directions of the Halifax Regional Municipality, the latter may, after giving the Contractor twenty-four (24) hours written notice, perform the necessary work, and provided that in the event of an emergence, of which HRM may forthwith without notice, perform the necessary work and the cost of such work in either event may be deducted or collected by HRM.
- 1.22.5 The contractor shall be responsible for coordinating and expediting the correction of any deficiencies of his own work or the work of his sub-trades covered by this warranty.
- 1.22.6 Nothing in the above implies that this guarantee shall apply to work which has been abused or improperly maintained by this owner or his successor.
- 1.23 Protection
- Construct and maintain hoarding and other temporary guards and enclosures where and as may be required for the protection of the Public, the adjoining properties, and employees on the work. Properly and continuously maintain such temporary protection during the progress of the work, and remove on completion. The contractor shall also be responsible for the security of the work from looting or damage until end of Contract.
- 1.24 Closing Down Work
- 1.24.1 The Consultant has authority in an emergency to stop the progress of the work whenever in his opinion such stoppage maybe necessary to ensure the safety of life, or the work, or neighbouring property. This includes authority to make changes in the work, and subject to approval by the Owner, to order, assess and award the cost of such work, extra to the Contract

or otherwise, as may in his opinion be necessary. The Consultant shall, within two (2) working days, confirm in writing any such instructions. In such a case if work has been performed under direct order of the Consultant, the Contractor shall keep his right to claim the value of such work.

1.24.2 Should the work be stopped by civil pickets, or other disorder, neither the Owner nor the Contractor shall have claim for change in the price of the Contract.

1.24.3 Should work be closed down for any cause, the contractor shall assume full responsibility for its proper protection during such period and shall make good at their own expense any damage that occurs due to their failure to provide proper protection.

1.25 Utilities

1.25.1 The Contractor shall obtain and pay for all water, gas and electricity and other utilities used by all trades during construction. Provide and pay for temporary heat as required for the satisfactory completion of the work.

1.25.2 The contractor shall be responsible for all Public Utilities encountered in their work. They shall notify the proper authorities, make all necessary arrangements and do all work required to connect any applicable service. They shall consult all Public Utility records and become informed of the location and extent of all utilities which may be, or are, associated with their work. All work shall meet the requirements of the authority having jurisdiction.

1.26 Minimum Standards

In the absence of other standards being required by the contract documents, all work shall conform to or exceed the minimum standards of the Canadian Government Specification Board, the Canadian Standards Association or the National Building Code of Canada, whichever is applicable.

1.27 Cutting and Repairing

1.27.1 The contractor shall do all cutting, fitting and patching of the work that may be required to accommodate all its parts.

1.27.2 All openings as required for all installations within the building shall be provided by the contractor with the co-operation of all sub-contractors.

1.27.3 Cutting and repairing shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any Work.

1.28 Insurance and Indemnification

1.28.1 Indemnification

The Contractor shall indemnify and hold harmless the Halifax Regional Municipality, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or resulting from the performance of the Work (hereinafter called AClaims@), provided that any such claim is caused in whole or in part by the negligent act or omission of the Contractor, any Subcontractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

1.28.2 Insurance

Without restricting the generality of Indemnification (1.28.1) the Contractor will provide and maintain insurance in accordance with the following minimum criteria:

.1 General Conditions All Insurance

The policies will be in the joint names of the Contractor (Named Insured), and the Sub-Contractor(s) having a direct contract with the Contractor as unnamed insured or, if any specifically request, as Named Insureds. The Halifax Regional Municipality (HRM) will be added as an additional insured under this agreement.

The policies will be primary to any other coverage with the same terms and conditions held by the named, additional and unnamed insureds.

All insurance shall be maintained continuously while this contract is in force.

If any Contractor or Subcontractor fails to furnish HRM a certified copy of each policy required to be obtained hereunder or if after furnishing such certified copy of the policy it lapses, is cancelled, or is materially altered, then in every such case HRM, without the obligation to do so, shall obtain and maintain such insurance in the name of such Contractor or Subcontractor. The cost thereof shall be payable by the Contractor or Subcontractor to HRM on demand, and HRM may at its election deduct the cost thereof from any monies which are due or may become due to such Contractor or Subcontractor. All such policies be furnished under this agreement shall be provided to HRM before commencement of work by the party required to provide same, in a form and with an insurer(s) satisfactory to the Owner. Any review of such insurance by the Owner shall not be an acknowledgment that the terms of this agreement have been fulfilled.

The Contractor and Subcontractors, as applicable, shall be responsible for any deductible amounts under any policies purchased with respect to this Contract.

Each policy required to be placed by the Contractor or Subcontractor shall state that it cannot be cancelled, lapsed or materially altered without at least 30 days= written notice to the HRM=s Risk Manager or designated person.

All insurance policies required by this Contract shall be in a form and with an insurer satisfactory to HRM. The review by HRM of any insurance policy required by this contract shall in no way relieve the Contractor or Subcontractor of its obligations to provide the insurance referred to in this Contract, nor shall it imply that HRM agrees that the Contractor or Subcontractor has fulfilled its obligations under this Contract.

.2 Commercial General Liability Insurance - This insurance will be subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damages to property including loss of use thereof, and including but not limited to coverage for:

- where a guarantee period is required by the Owner under this Contract, the Contractor shall ensure that Completed Operations coverage, as applicable, shall be in force for the duration of the guarantee period or twelve (12) months, whichever is greater;
- premises and operations liability, including all activities arising out of work performed;
- owner=s and contractor=s contingent liability with respect to the operations of persons, firms or corporations having a contract for the execution of a part or parts of the Work included in the Contract;
- products and completed operations liability;
- blanket contractual liability;
- cross liability;
- elevator and hoist liability;
- contingent employer=s liability;
- personal injury liability;
- liability with respect to non-owned licensed vehicles;

- the Contractor or Subcontractor working with the Contractor shall maintain coverage as noted in this paragraph to cover exposures or risks with respect to liability to owned and non-owned water craft;
 - if any part of the Work includes blasting, shoring, excavating, underground work, underpinning, demolition, pile driving or caisson work (none of which will be covered by the owner=s insurance) it shall be the obligation of the Contractor to ensure that the trade doing such part of the Work has liability insurance similar to that required by this Contract, but including coverage for risks arising out of such part of the Work. It shall also be the duty and responsibility of the respective Contractor or Subcontractor to provide a Certified Copy of the insurance policy required under this subsection prior to the commencing of such Work. The Owner agrees that any additional cost of such insurance shall be considered as an extra under this Contract.
 - at the Owner=s option, the following insurance coverage may be purchased and, if the Contractor or Subcontractor knows that exposures or risks involving water or air will be involved in the Work, the Contractor or Subcontractor shall be obligated to notify the Owner of such exposures or risks in sufficient time for the Owner to determine whether such insurance coverage should be purchased:
 - (i) liability with respect to owned and non-owned watercraft, and non-owned aircraft;
 - (ii) liability with respect to owned aircraft.
- .3 Automobile Liability Insurance - The Contractor and all Subcontractors shall provide automobile liability insurance in respect to owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.

1.28.3 Protection of Work and Property

- .1 The Contractor shall protect the Work and the Owner=s property and property adjacent to the place of the Work from damage, and shall be responsible for damage which may arise as the result of operations under the Contract.
- products and completed operations liability;
 - blanket contractual liability;
 - cross liability;

- elevator and hoist liability;
 - contingent employer=s liability;
 - personal injury liability;
 - liability with respect to non-owned licensed vehicles;
 - the Contractor or Subcontractor working with the Contractor shall maintain coverage as noted in this paragraph to cover exposures or risks with respect to liability to owned and non-owned water craft;
 - if any part of the Work includes blasting, shoring, excavating, underground work, underpinning, demolition, pile driving or caisson work (none of which will be covered by the owner=s insurance) it shall be the obligation of the Contractor to ensure that the trade doing such part of the Work has liability insurance similar to that required by this Contract, but including coverage for risks arising out of such part of the Work. It shall also be the duty and responsibility of the respective Contractor or Subcontractor to provide a Certified Copy of the insurance policy required under this subsection prior to the commencing of such Work. The Owner agrees that any additional cost of such insurance shall be considered as an extra under this Contract.
 - at the Owner=s option, the following insurance coverage may be purchased and, if the Contractor or Subcontractor knows that exposures or risks involving water or air will be involved in the Work, the Contractor or Subcontractor shall be obligated to notify the Owner of such exposures or risks in sufficient time for the Owner to determine whether such insurance coverage should be purchased:
 - (i) liability with respect to owned and non-owned watercraft, and non-owned aircraft;
 - (ii) liability with respect to owned aircraft.
- .3 Automobile Liability Insurance - The Contractor and all Subcontractors shall provide automobile liability insurance in respect to owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.

1.29 Damage

Contractor shall bear the cost of making good all damage to the site, lawn areas, trees, fencing, building, etc., resulting from his operations under the contract.

1.30 Salvageable Material

All salvageable material, as defined by the Owner, shall be the property of the HRM and shall be hauled to City Field Stores or disposed of as directed by HRM.

1.31 Health and Safety Act

1.31.1 Every constructor shall take every precaution that is reasonable in the circumstances to ensure that every employee, self-employed person and employer performing work in respect of the project complies with the latest revision of the Nova Scotia Health and Safety Act and the Regulations, HRM Health and Safety Regulations (available for viewing at Procurement Section, Suite 103, 1st Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5) and all other safety measures as required by authorities having jurisdiction.

1.31.2 The Halifax Regional Municipality reserves the right to document any contravention of applicable Health and Safety legislation, regulations or policies, and/or report any such instances to the Federal, Provincial or Municipal Authority and/or to stop work if the contractor is consistently non-compliant.

1.32 Salvageable Material

All salvageable material, as defined by the Owner, shall be the property of the HRM and shall be hauled to City Field Stores or disposed of as directed by HRM.

1.33 Health and Safety

1.33.1 Every constructor shall take every precaution that is reasonable in the circumstances to ensure that every employee, self-employed person and employer performing work in respect of the project complies with the latest revision of the Nova Scotia Health and Safety Act and the Regulations, HRM Health and Safety Regulations (available for viewing at Procurement Section, Suite 103, 1st Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5) and all other safety measures as required by authorities having jurisdiction.

1.33.2 The Halifax Regional Municipality reserves the right to document any contravention of applicable Health and Safety legislation, regulations or policies, and/or report any such instances to the Federal, Provincial or Municipal Authority and/or to stop work if the contractor is consistently non-compliant

1.33.3 The Contractor shall

- a. comply with all health and safety and environmental legislation in the performance of this contract and to practice the principles of proactive Due Diligence.
- b. maintain a safe and healthy work environment during the performance of this contract.

- c. ensure compliance with the provisions of HRM **Contractor Safety Management Policy** as found on HRM's web site at www.halifax.ca/procurement.

1.33.4 The Contractor shall comply with all health and safety and environmental legislation and any HRM policy or procedure applied to or applicable to this contract is a condition of the contract.

permit HRM to audit or inspect my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit or inspection.

1.33.5 The Contractor shall agree:

- a. that HRM may address contractor safety deficiencies in the following progressive steps:
 - i. The problem will be identified to the Contractor, (site supervisor).
 - ii The Contractor=s head office will be contacted about the problem, orally and followed up in writing.
 - iii The Contract may, at the discretion of HRM, be suspended or terminated and/or payment withheld by HRM.
 - iv If required to do so by legislation, HRM will immediately report the problem to the appropriate regulatory authority

that depending upon the nature and/or seriousness of the deficiency HRM reserves the right to bypass any or all of the steps described in subsection 1.33.3(a).

1.33.6 The Contractor shall acknowledge receipt of a copy of HRM Contractor Safety Policy and that the contractor understands and shall undertake to adhere to the terms of this Policy and to co-operate with HRM in its efforts to ensure compliance thereunder.

1.34 Site Safety Plan

1.34.1 Before being permitted access to the site to commence construction, the contractor shall provide the Owner with a written site safety plan. The site safety plan provided shall be a written course of action that, through a pre-job evaluation, identifies and sets out specific actions to be taken to eliminate or control, hazards associated with the work to be preformed and to also deal with concerns or hazards that may develop during the course of the project. This plan shall include but not be limited to identification of safety hazards anticipated during the project, solutions to those hazards, safety procedures, identification of designated safety officers and provisions for safe access to the site for HRM staff and consultants. Receipt and acceptance of the safety plan shall be mandatory prior to commencement of work.

1.34.2 The Contractor shall provide and maintain at his own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to residents or to the public generally.

1.35 Valuation of Changes

1.35.1 The valuation of any changes in the work shall be determined in one or more of the following ways:

- .1 By estimate and acceptance in a lump sum, submitted with sub-contractors' and suppliers' signed quotations and breakdown of estimates for material and labour.

For changes where the individual trade cost is anticipated to be less than \$1000, the requirement for the detailed cost breakdowns may be waived but the individual trade quotation must be supplied.

- .2 By unit prices agreed upon or as listed in the Contract.

- .3 Cost of work and percentage or by cost and fixed fee.

1.35.2 In cases of additional work to be paid for under method .3, the Contractor shall keep and present in such form as the Project Manager may direct, a correct account of the net cost of labour and materials, together with vouchers. The Project Manager shall certify to the amount due to the Contractor including the profit and overhead as described in the Schedule. Pending final determination of value, payments on account of changes shall be made on the Project Manager's certificate.

1.35.3.

- .1 In determining methods 1.1 or 1.3 above, the labour costs shall be calculated by the actual estimated hours at an hourly rate calculated as follows:

The hourly rate shall be the total payroll costs including hourly wage, statutory contributions to UIC, WCB and CPP and other applicable labour burdens paid directly by the employer such as vacation pay, holiday pay and pension plan.

The Owner reserves the right to verify the payroll costs by independent audit.

The following percentages shall apply to the total payroll costs:

-small tools/expenditures 5% (on payroll costs)

-site supervision 5% (on payroll costs)

- .2 In determining methods 1.1 and 1.3 above, the material costs shall be calculated as follows:

Contractors' net costs, including contractor discounts from suppliers, FOB the project site plus applicable taxes.

.3 In determining methods 1.1 and 1.3, equipment rental costs for major pieces of equipment required shall be at local industry rates.

.4 In determining methods 1.1 and 1.3 above, overhead and fees shall be calculated as follows:

The cost of any authorized change shall be determined by the net total of labour and material or equipment as outlined in 3.1, 3.2 and 3.3 on which the percentage mark-up shall be determined as follows:

For Each Change Up To \$5000:

Sub-contractors' own work - Overhead & fee - 15% total

General Contractors own work - Overhead & fee - 15% total

General Contractor on Sub-contractors' work - 10% total

(No percentage mark-up shall be applied to deductions)

For Each Change Above \$5000:

Sub-contractors' own work - Overhead & Fee- 10% total

General Contractors' own work - Overhead & Fee- 10% total

General Contractor on Sub-contractors' work - 8% total

(No percentage mark-up shall be applied to deductions)

Overhead and fee to include all normal overhead costs such as head office supervision, insurance, bonds, site and head office expense etc.

1.36 Disposal of Materials

1.36.1 When the Work is Substantially Performed the Contractor shall remove all of his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He shall also remove any waste products and debris and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.

- 1.36.2 All construction and /or demolition material within the structure , as well as all construction and/or demolition material from the structure and from the property is to be delivered to a Construction and Demolition facility holding a valid license issued by the Administrator of the HRM By Law L-200 . Receipts from the HRM licensed Construction and Demolition facility confirming delivery of the construction and demolition materials from the same structure and property are to be submitted to the Project Coordinator before payment will be issued. Inert C&D materials from the structure and property may be used for rehabilitation /infilling within gravel pits or quarry operations as defined by the Provincial government or as approved by HRM as defined in HRM Lot Grading By Law.

1.37 Post Completion Review

- 1.37.1 The Contractor will be evaluated in its performance during the Contract. During construction, if performance concerns arise, a meeting or meetings may take place to discuss and resolve issues.
- 1.37.2 A Vendor Performance Evaluation form will be completed by the Project Manager at the completion of the Contract. A copy of the complete form will be provided to the Contractor by HRM.
- 1.37.3 Should the Contractor be at variance with the evaluation of its performance, the Contractor, within 14 days of receipt of the Vendor Performance Evaluation form, shall give notice in writing to the Manager of Procurement and set out the terms of the variance.
- 1.37.4 If, in the opinion of HRM, performance ratings indicated a meeting between the Contractor and HRM are warranted, HRM will invite the Contractor to meet and discuss the performance concerns. These discussions shall focus on specific issues and the outcomes will be summarized in a confirming letter. The Contractor may be invited to respond by letter, as to the measures it proposes to make, to correct or mitigate the concerns. Information in the evaluation may be used in future tender evaluations as an award recommendation.

END OF SECTION 00 72 13