

The Bid Document shall be amended and new clauses added will become part of the Contract Document as follows:

Specification

1. Add attached specification Section 00 72 00 General Conditions of Contract.

END OF SECTION

Attachments: Specification Section 00 72 00 General Conditions of Contract

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GC1 **DEFINITIONS**

The following Definitions shall apply to all Contract Documents.

.1 The Contract

The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

.2 Contract Documents

The Contract Documents consist of those documents listed in the List of Contents and List of Drawings and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.

.3 Owner

The Owner is identified as such in the Agreement. The term Owner means the Owner or his authorized representative as designated to the Contractor in writing but does not include the Consultant.

.4 Consultant

The Consultant is the person, firm or corporation identified as such in the Agreement. The term Consultant means the Consultant or his authorized representative as designated to the Owner in writing.

.5 Contractor

The Contractor is the person, firm or corporation identified as such in the Agreement. The term Contractor means the contractor or his authorized representative as designated to the Owner in writing.

.6 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, 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.

.7 Supplier

One who furnishes material not worked to a special design.

.8 Other Contractor

Other Contractor means a 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.

.9 Project

The Project means the total construction contemplated of which the Work may be the whole or a part.

.10 The Work

The Work means the total construction and related services required by the Contract Documents.

.11 Place of Work

The Place of the Work is the designated site or location of the Project of which the Work may be the whole or a part.

.12 Products

Products means material, machinery, equipment and fixtures forming the Work 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.

.13 Time

- (a) The Contract Time is the time stipulated in the Contract Documents for Completion of the Work.
- (b) The date of Substantial Completion of the Work is the date certified as such by the Consultant.
- (c) Day means the calendar day.
- (d) Working Day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of Work.

.14 Change in the Work

Change in the Work means an addition, deletion, or other revision to the Work within the general scope of the Contract Documents

.15 Extra Work

Extra work means any work or service, the performance of which is beyond the general scope for the Contract Documents.

.16 Change Order

A Change Order is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant stating their agreement upon all of the following:

- .1 A Change in the Work or Extra Work;
- .2 the change in the Contract Price, if any;
- .3 the change in the Contract time, if any.

.17 Change Directive

A Change Directive is a written order prepared by the Consultant and signed by the Owner and Consultant, directing a Change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract time, or both. A Change Directive is used in the absence of total agreement necessary for a Change Order.

.18 Completion of Work

Completion shall have been reached when the Work, including all deficiencies documented during the Substantial Completion Inspection have been corrected as so certified by the Consultant and/or the Owner.

.19 Completion of the Contract

Completion of the Contract shall have been reached when the work has been certified as being complete and any deficiencies documented during the specified warranty period have been corrected as so certified by the Consultant and/or the Owner.

GC2 DOCUMENTS

- .1 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.
- .2 The intent of the Contract Documents is to include the labour, products and services necessary for the performance of the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.
- .3 Descriptions of materials or Work in words which so applied have well known technical or trade meanings shall be held to refer to such recognized meanings.
- .4 References to Owner, Consultant, Contractor, Subcontractor, supplier and manufacturer is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- .5 In the event of conflicts between Contract Documents the following shall apply:
 - (a) Documents of later date shall govern.
 - (b) Figured dimensions shown on a Drawing shall govern even though they may differ from dimensions scaled on the same Drawing.
 - (c) Drawings of larger scale shall govern over those of smaller scale of the same date.
 - (d) Schedules shall rule over drawings.
 - (e) Specifications shall govern over Drawings and Schedules.
 - (f) The General Conditions shall govern over Specifications.
 - (g) Supplementary Conditions shall govern over the General Conditions.

GC3 DETAIL DRAWINGS & INSTRUCTIONS

- .1 The Consultant shall furnish as necessary for the execution of the Work additional instructions, by means of Drawings or otherwise. All such additional instructions shall be consistent with the Contract Documents. The Work shall be executed in conformity therewith and the Contractor shall do no Work without such additional instructions. In giving such additional instructions, the Consultant shall have authority to make minor changes in the Work, consistent with the intent of the Contract Documents.

- .2 The Contractor and the Consultant, if either so requests, shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the Work, fixing the dates at which the various detail Drawings will be required and the Consultant shall furnish them in accordance with the schedule. Under like conditions, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the Work.

GC4 COPIES FURNISHED

- .1 The Consultant shall furnish to the Contractor, free of charge, up to five (5) copies of all Drawings and Specifications as necessary for the proper execution of the Work.

GC5 SHOP DRAWINGS

- .1 The Contractor shall furnish to the Consultant at proper times, all shop and setting drawings or diagrams which the Consultant may deem necessary in order to make clear the Work intended or to show its relation to adjacent Work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Consultant may require consistent with the Contract and shall submit two copies of the revised prints to the Consultant, one of which shall be returned to the Contractor and the other retained by the Consultant. When submitting shop and setting drawings the Contractor shall notify the Consultant in writing of changes made therein from the Consultant's Drawings or Specifications. The Consultant's approval of such Drawings or of the revised Drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Consultant's Drawings or Specifications not covered by the Contractor's written notification to the Consultant. All models and templates submitted shall conform to the spirit and intent of the Contract Documents.

GC6 DRAWINGS & SPECIFICATIONS ON THE WORK

- .1 The Contractor shall keep one copy of all Drawings and Specifications on the Work, in good order, available to the Consultant and his representatives.

GC7 OWNERSHIP OF DRAWINGS & MODELS

- .1 All Drawings, Specifications and copies thereof and all models furnished by the Consultant are his property. They are not to be used on other Work and with the exception of the signed Contract Set of Drawings and Specifications, are to be returned to him on request on the completion of the Work.

GC8 SAMPLES

- .1 The Contractor shall furnish for the Consultant's approval such samples as he may reasonably require. The Work shall be in accordance with approved samples.

GC9 CONSULTANT & CONTRACTOR

- .1 The Consultant shall have general supervision and direction of the Work, but the Contractor shall have complete control, subject to GC11 of his organization.

GC10 CONSULTANT'S DECISION

- .1 The Consultant shall decide on questions arising under the Contract Documents, whether as to the performance of the Work or the interpretation of the Specifications and Drawings, but should the Contractor hold such decisions to be at variance with the contract Documents, or to involve changes in work already built, fixed, ordered or in hand in excess of the Contract or to be given in error, he shall notify the Consultant in writing before proceeding to carry them out.

GC11 FOREMAN, SUPERVISION

- .1 The Contractor shall keep on the Work, during its progress, a competent foreman and any necessary assistants, all satisfactory to the Consultant. The foreman shall not be changed except with the consent of the Consultant, unless the foreman proves to be unsatisfactory to the Contractor and ceases to be in his employ. The foreman shall represent the Contractor in his absence and directions on minor matters given to him shall be held to be given to the Contractor. Important directions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the Work, using his best skill and attention.

GC12 MATERIALS, APPLIANCES AND EMPLOYEES

- .1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light and power necessary for the execution of the Work.
- .2 Unless otherwise specified, all materials shall be new. Both workmanship and materials shall be of the quality specified.
- .3 The Contractor shall not employ on the Work any unfit person or anyone not skilled in the Work assigned him.

GC13 INSPECTION OF WORK

- .1 The Owner or the Consultant on his behalf and their representative shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- .2 If the Specifications, the Consultant's instructions, laws, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Consultant timely notice of its readiness for inspection and if the inspection is by an authority other than the Consultant of the date and time fixed for such inspection. Inspections by the Consultant shall be made promptly. If any such Work should be covered up without approval or consent of the Consultant, it must, if required by the Consultant, be uncovered for examination and made good at the Contractor's expense.
- .3 Re-examination of questioned Work may be ordered by the Consultant. If such Work be found in accordance with the Contract, the Owner shall pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost.

GC14 CORRECTION BEFORE FINAL PAYMENT

- .1 The Contractor shall promptly remove from the premises all materials condemned by the Consultant as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall

promptly replace and re-execute his own Work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

- .2 If the Contractor does not remove such condemned materials or Work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five days thereafter, the Owner may, upon ten days' notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and any other costs and expenses that should have been borne by the Contractor.

GC15 DEDUCTIONS FOR UNCORRECTED WORK

- .1 If in the opinion of the Consultant it is not expedient to correct defective Work or Work not done in accordance with the Contract Documents, the Owner may deduct from the Contract price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Consultant.

GC16 CORRECTION AFTER FINAL PAYMENT

- .1 Neither the final certificate nor payment thereunder, nor any provision in the Contract Documents shall relieve the Contractor from responsibility for faulty materials or workmanship which shall appear within a period of one year from the date of substantial completion of the Work and he shall remedy any defects due thereto and pay for any damage to other Work resulting therefrom which shall appear within such period of one year. The Owner shall give notice of observed defects promptly. This article shall not be deemed to restrict any liability of the Contractor arising out of any law in force in the Province.

GC17 PROTECTION OF WORK & PROPERTY

- .1 The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the Owner's property from all injury arising in connection with this Contract. He shall make good any such damage or injury, except such as may be directly due to errors in the Contract Documents. He shall protect adequately adjacent property as required by law and Contract Documents.

GC18 EMERGENCIES

- .1 The Consultant has authority to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure its proper execution. In an emergency affecting or threatening the safety of life or of the structure or of adjoining property, he has authority to stop the progress of the Work and make such changes and to order such Work extra to the Contract or otherwise as may in his opinion be necessary.

GC19 WORKERS COMPENSATION ACT

- .1 The Contractor shall furnish evidence of coverage under the Worker's Compensation Act, R.S.N.S. and a Clearance Certificate indicating the Contractor, Sub Contractor(s) and other Contractor(s) are in good standing.

GC20 **INSURANCE**

- .1 Contractor's liability insurance:
 - .1 The Contractor shall maintain such insurance and pay such assessments as will protect the Contractor and the Owner, Municipality of the County of Antigonish, from claims under the Worker's Compensation Act and from any other claims for damages for bodily injury, sickness or disease, including death and from claims for property damage which may arise from operations under this Contract. The minimum limits of such insurance shall be not less than \$5,000,000 annual aggregate, with respect to each occurrence or accident, on an occurrence (not claims made) basis.
 - .2 All liability insurance policies shall be written in such terms as will fully protect the Contractor and Owner, Municipality of the County of Antigonish, as an additional named insured.
 - .3 Prior to commencement of any Work hereunder, the Contractor shall file with the Owner a certified copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion and acceptance of the Work including the making good of faulty Work or materials pursuant to GC16, except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from date of final acceptance as certified by the Consultant.
- .2 Comprehensive builder's risk coverage
 - .1 Prior to the commencement of any Work hereunder the Contractor shall maintain and pay for Broad Form (All Risks) Builders Risk Coverage in the joint names of the Owner and the Contractor totaling not less than 100% of the total value of the Work done and materials delivered on the site (contract value), so that any loss under such policies of insurance will be payable to the Owner and the Contractor as their respective interests appear. The Builders Risk Insurance shall include all materials related to the work while in transit or at other locations.
 - .2 Should a loss be sustained under the Builders Risk Coverage, the Contractor shall act on behalf of the Owner and Contractor for the purpose of adjusting the amount of such loss with the insurance companies. As soon as such adjustment has been satisfactorily completed, the Contractor shall proceed to repair the damage and complete the Work and shall be entitled to receive from the Owner in addition to any sum due under the Contract, the amount at which the Owner's interest has been appraised in the adjustment made with the insurance companies as referred to above, said amount to be paid to the Contractor as the Work of restoration proceeds. Any loss or damage which may occur shall not affect the rights and obligations of either party under the Contract except as aforesaid and except that the Contractor shall be entitled to a reasonable extension of time for the performance of the Work, as the Owner may decide.
 - .3 Upon approval by the Owner of the final certificate issued by the Consultant, the Contractor's obligation to maintain Builder Risk Insurance shall cease and the Owner shall assume full responsibility for insuring the whole of the Work against loss or damage.
 - .4 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than 30 days in the event of cancellation, termination, or reduction in coverage or limits, such notice to be made by the Insurer to the Owner.
 - .5 All insurance policies or certification documents shall specify coverage being applicable to this contract.
 - .6 Prior to commencement of work, file with the Owner a certified copy of each complete insurance policy or certification documents required. All such insurance shall be maintained until final completion of the contract.
 - .7 The Contractor shall not do or omit to do or suffer anything to be done or omitted to be done

which will in any way impair or invalidate such policy or policies of insurance.

GC21 GUARANTY BONDS

- .1 The Bid Bond of the successful bidder in an amount not less than ten per cent (10%) of the Bid as set out in the Instructions to Bidders shall be replaced within ten (10) days of the award of Contract by a Performance Bond and a Payment Bond, each in the amount of fifty percent (50%) of the Bid sum, on the forms provided by and acceptable to the Owner, the cost to be included in the Bid Price. The Bonds shall guarantee the faithful performance of the Contract and payment of all obligations arising from the Contract. The General Contractor shall require Performance Bonds and Payment Bonds of the Sub-Contractors as set out in the Instructions to Bidders and otherwise comply with the requirements set out there in respecting security for Contract.

GC22 IRREVOCABLE STANDBY LETTER OF CREDIT

- .1 As an alternative to Guaranty Bonds (GC21), an Irrevocable Standby Letter of Credit shall be provided as security for Bid, Performance, Labour and Material payment and warranty of the work. The Irrevocable Standby Letter of Credit shall be issued by a certified financial institution subject to the Uniform Customs and Practices for Documentary Credit (1993 Revision) International Chamber of Commerce (Publication No. 500), for a sum equal to 10% of the Contract Price. The Irrevocable Standby Letter of Credit is to remain in effect for a period of not less than twelve (12) months after the issue of Substantial Completion Certificate by the Owner. Upon expiry of the Irrevocable Standby Letter of Credit, Supplemental Security in a form acceptable to the Owner shall be provided for work requiring extended warranties. Certified financial Institution is to endorse the Irrevocable Standby Letter of Credit in the name of the Her Majesty the Queen in the right of the Province of Nova Scotia as represented by the Owner of Transportation and Public Works. Include the cost of providing the Irrevocable Standby Letter of Credit in the Contract Price.

GC23 CHANGES IN WORK

- .1 The Owner or the Consultant, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work, the Contract Price being adjusted accordingly. All such Work shall be executed under the conditions of the Contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.
- .2 Except as provided in GC18, no change shall be made unless in pursuance of a written order from the Consultant and no claim for an addition to or deduction from the Contract Price shall be valid unless ordered.
- .3 The Contractor shall notify the Sureties named in the Performance Bond and Payment Bond provided by it under this Contract of all such changes made in pursuance of a written order from the Consultant.

GC24 VALUATION OF CHANGES

- .1 The value of any change shall be determined in one or more of the following ways as determined by the Consultant:
 - (a) By estimate and acceptance in a lump sum, submitted with sub-contractors' and suppliers' signed

quotations and breakdown 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 individual trade quotation must be supplied.

- (b) By unit prices agreed upon or as listed in the contract.
- (c) Cost of work and percentage or by cost and fixed fee.

.2 In cases of additional work to be paid for under method "C", the Contractor shall keep and present in such form as the Consultant may direct, a correct account of the net cost of labour and materials, together with vouchers. In any case, the Consultant 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 Consultant's certificate.

.3 (a) In determination of method .1(a) or .1(c) above, the labour costs to be calculated by the actual estimated hours at an hourly rate determined as follows:

The hourly labour rate to be 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, pension plan etc.

The Owner reserves the right to verify the payroll costs by independent audit. To the total payroll cost the following percentage factors will be recognized.

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

(b) In determination of methods ".1(a)" and ".1(c)" above, the material costs to be calculated as follows:

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

(c) In determination of methods ".1(a)" and ".1(c)" above, equipment rental costs for major pieces of equipment required will be at local industry rates.

(d) In determination of methods ".1(a)" and ".1(c)" 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(a), .3(b) and .3(c) above on which the percentage mark-up shall be determined as follows:

For Extras Up to \$5,000:

- 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 Extras Above \$5,000:

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)	

- .4 Submit to the Consultant and the Owner's representative detailed breakdown of the hourly labour rate as defined in paragraph .3(a) of GC23.

GC25 CLAIMS AGAINST CONTRACTOR

- .1 The Contractor shall promptly pay for all labour, services and materials, in or about the construction of the Work. All payments for such purposes shall be made by the Contractor at least as often as payments are made by the Owner to the Contractor. Proof of payment to subcontractors and suppliers will be in the form of a statutory declaration provided by the General Contractor to the Owner. Where a subcontractor or supplier claims not to have been paid the amount due under contract 30 days after it is due, the subcontractor or supplier may file a notice of claim with the Owner within 60 days after the initial 30 day period. The Owner will retain the disputed amount with notice to the Contractor for 60 days after notice of dispute if the dispute is not settled by agreement. If after 60 days the claim is not settled by agreement, subject to an agreed to dispute resolution or court process, the Owner will pay the disputed amount to the Contractor.
- .2 Before final settlement is made for Work done and materials furnished under the Contract, the Contractor shall and will produce and furnish evidence satisfactory to the Owner that said Work and all its parts are free and clear from all lawful claims under any law for labour, workmanship, materials or otherwise and that no claim then exists, in respect of which a claim upon said Work could or might attach. The Contractor shall indemnify and hold harmless the Owner and all his property from any and all kinds of claims accruing from labour and services performed and materials furnished, or otherwise, and any of the same, in or about said Work.

GC26 CERTIFICATES & PAYMENTS

- .1 Payments equal to the value of the Work done, as valued by the Consultant, will be made to the Contractor monthly as the Work progresses on the written certificate of the Consultant that the Work for or on account of which the certificate is granted has been duly executed to his satisfaction; stating the value of such Work as computed by him and said certificate shall be a condition precedent to the right of the Contractor to be paid the said percentage or any part thereof. No such monthly payment shall be construed to be an acceptance of any defective Work or improper materials.
- .2 Whenever the Work is finished according to the Plans and Specifications and to the satisfaction of the Consultant, the Consultant shall make and certify the final estimate for same. The Owner will then pay the Contractor, within thirty days after the execution of said Final Certificate for Payment, the remainder which shall be found to be due, excepting therefrom such sum(s) as may be lawfully deducted or retained under any of the provisions of the Contract. The Final Certificate for Payment of the Consultant certifying the final completion of said Work to his entire satisfaction shall be a condition precedent to the right of the Contractor to receive or to be paid the balance due or any part thereof. The right is reserved by the Owner to reject the whole or any part of the Work, should said certificate be found to be inconsistent with the terms of the Contract or otherwise improperly given.
- .3 The Consultant's progress certificates and the payment of progress estimates based upon the same shall not be construed as acceptance or approval of the Work, but only as temporary advances to the

Contractor. He shall be bound, notwithstanding such progress estimates, to well and truly complete, finish and hand over in good condition, to the entire satisfaction of the Consultant, by the time specified and in accordance with the terms and conditions of the Specifications, the whole of the Work included herein. All the percentage retained by the Owner shall be retained by him until thirty (30) days after the Certificate of Substantial Completion has been formally certified by the Consultant.

GC27 PERMITS, NOTICES, LAWS & RULES

- .1 The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the Work.
- .2 The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety and if the Specifications and Drawings are at variance therewith any resulting additional expense incurred by the Contractor shall constitute an addition to the Contract Price.

GC28 PATENT FEES

- .1 The Contractor shall pay all royalties and license fees and shall save the Owner harmless from loss on account of suits or claims which may arise by reason of the Work for infringement of patents.

GC29 USE OF PREMISES

- .1 The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Consultant and shall not unreasonably encumber the premises with his materials.
- .2 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- .3 The Contractor shall enforce the Consultant's instructions regarding signs, advertisements, fires and smoking.

GC30 CLEANING UP

- .1 The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by the employees or Work and at the completion of the Work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials, leaving his Work broom clean or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Consultant shall determine to be just.

GC31 CUTTING, PATCHING & DIGGING

- .1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon, or reasonably implied by, the Contract Documents and he shall make good after them, as the Consultant may direct.
- .2 Any cost caused by ill-timed Work shall be borne by the party responsible therefore.

- .3 The Contractor shall not endanger any existing Work by cutting, digging or otherwise and shall not cut or alter the Work of any other Contractor save with the consent of the Consultant.

GC32 DELAYS

- .1 If the Contractor is delayed in the completion of the Work by any act or neglect of: The Owner or Consultant, any employee or either any other Contractor employed by the Owner, changes ordered in the Work, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, any other cause of any kind whatsoever beyond the Contractor's control or by any cause within the Contractor's control which the Consultant shall decide as justifying the delay, then the time of completion shall be extended for such reasonable time as the Consultant may decide.
- .2 No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Consultant, provided however that in the case of a continuing cause of delay, only one claim shall be necessary.
- .3 If no schedule is made under GC3, no claim for delay shall be allowed on account of failure to furnish Drawings until two weeks after demand for such Drawings and not then unless such claim be reasonable.
- .4 The Consultant shall not, except by written notice to the Contractor, or as provided in GC18, stop or delay any part of the main Contract Work pending decisions or proposed changes.

GC33 OWNER'S RIGHT TO DO WORK

- .1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor and the Surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

GC34 OWNER'S RIGHT TO TERMINATE CONTRACT

- .1 If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he should, except in cases recited in Article GC33, refuse or fail to supply enough properly skilled workmen or proper materials after having received seven days' notice in writing from the Consultant to supply additional workmen or materials, or if he should fail to make prompt payment to Sub- Contractors or for material or labour, or persistently disregard laws, ordinances or the instructions of the Consultant, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Owner may, without prejudice to any other right or remedy, by giving the Contractor and the Surety 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, but without undue delay or expense. 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 expense of finishing the Work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

GC35 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- .1 If the Work should be stopped under an order of any court, or other public authority, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon three days' written notice to the Owner and Consultant, stop Work or terminate this Contract and recover from the Owner payment for all Work executed and any loss sustained upon any plant or material with reasonable profit and damages.

GC36 MUTUAL RESPONSIBILITY OF CONTRACTORS

- .1 Should the Contractor cause damage to any other Contractor on the Work, the Contractor agrees, upon due notice, to settle with such other Contractor by agreement if he will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been so sustained the Owner shall notify the Contractor, who shall defend such proceedings at his own expense and if any final order or judgement against the Owner arises therefrom, the Contractor shall be responsible and shall pay and satisfy it promptly together with all costs incurred by the Owner.

GC37 SEPARATE CONTRACTS

- .1 The Owner reserves the right to let other contracts in connection with the undertaking of which the Work is a part and the Contractor shall connect properly and coordinate his Work with that of other Contractors. If any part of the Contractor's Work depends for its proper execution or result upon the Work of another Contractor, the Contractor shall report promptly to the Consultant any defects in the Work of such other Contractor as may interfere with the proper execution of the Contractor's Work. Should the Contractor fail so to inspect and report, he shall have no claim against the Owner by reason of the defective or unfinished Work of any other Contractor, except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's Work.

GC38 ASSIGNMENT

- .1 This Contractor shall not assign the Contract or assign any monies due or accruing under the Contract under any circumstances.

GC39 SUB-CONTRACTS

- .1 The Contractor agrees that the list of names of Sub-Contractors supplied with the Bid is the list of Sub-Contractors proposed to be used to carry out those parts of the Work noted thereon and he shall not employ any to whom the Consultant may reasonably object.
- .2 If the change of any name on such list is required by the Consultant and the Work has to be awarded to a higher bidder, the Contract Price shall be increased by the difference between the two bids.
- .3 The Consultant shall, on request, furnish to any Sub-Contractor, wherever practicable, evidence of the amounts certified to on his account.
- .4 The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his Sub-Contractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him.
- .5 In view of this responsibility for the acts and omissions of his Sub-Contractors, the Contractor shall not be obliged to employ as a Sub-Contractor any person or firm to whom he may reasonably object.

- .6 Nothing contained in the Contract Documents shall create any contractual relation between any Sub-Contractor and the Owner.

GC40 RELATIONS OF CONTRACTOR & SUB-CONTRACTOR

- .1 The Contractor agrees to bind every Sub-Contractor by the terms of the Contract Documents, as far as applicable to his Work.

GC41 TAXES

.1 Harmonized Sales Tax

- .1 The Province of Nova Scotia is not exempt for Harmonized Sales Tax (HST) purposes. As a result, the aggregate amount of the bid for Municipality of the County of Antigonish contracts is subject to HST, however, prices submitted shall not include HST.
- .2 The Contractor agrees he has not included in his bid, Harmonized Sales Tax on materials and services to be provided in connection with this Contract.
- .3 The HST, payable by Municipality of the County of Antigonish, will be added as a separate item during the processing of progress payments and therefore HST will not appear as a cost in the aggregate amount of Bid.
- .4 The Contractor shall apply for an Input Tax Credit (ITC) for a portion of the HST paid in relation to the Contract to requirements of the Government of Canada.

GC42 PROGRESS ESTIMATES

- .1 Progress estimates must be submitted with each claim for payment, on forms and in format acceptable to the Consultant, for the various parts of the work.
- .2 All claims for material on site, but not installed, must be supported by supplier's invoices showing supplier's unit prices, including taxes. When material has been taken from Contractor's or Sub-Contractor's general stock on hand, they shall supply invoices priced at current cost prices without Contractor's or Sub-Contractor's profit.

GC43 APPLICATION FOR PAYMENT

- .1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- .2 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Price among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This Schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- .3 Applications for Payment shall indicate the percentage for completion of each portion of the Work as of the end of the period covered by the Application for Payment.

- .4 Subject to the provisions of the contract Documents, the amount of each progress payment shall be computed as follows:
- .1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included even though the Contract Price has not yet been adjusted by Change Order.
 - .2 Add the portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
 - .3 Subtract the aggregate of previous payments made by the Owner.
 - .4 Subtract amounts, if any, for which the Consultant has withheld or nullified.
- .5 The progress payment amount determined in accordance with **GC43.4** shall be further modified under the following circumstances:
- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety nine percent (99%) of the Contract Price, less the retainage of ten percent (10%) and such amounts as the Consultant shall determine for incomplete Work. The retainage of ten percent (10%) shall be payable thirty (30) days after the date of Substantial Completion of the Work.
 - .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with **GC 43.6**.
- .6 If on account of climatic or other conditions reasonably beyond the Contractor's control, there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold a sufficient and reasonable sum until the uncompleted work is finished and such as will adequately protect the Owner in connection with his responsibilities.
- .7 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when
- .1 The Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph .1 of GC16 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and
 - .2 A Final Certificate for Payment has been issued by the Consultant; such final payment shall be made by the Owner not more than 30 days after the issuance of the Consultant's Final Certificate for Payment

GC44 **PAYMENT**

- .1 The Owner undertakes and agrees:
- .1 To pay the Contractor in lawful money of Canada for the performance of the Contract ***the written amount identified as the Contract Price***; subject to additions and deductions as provided in the General Conditions of the Contract and
 - .1 Based upon Applications for Payment submitted to the Consultant by the

Contractor and Certificates for Payment issued by the Consultant, to make progress payments on account of the Contract Price to the Contractor as provided herein and elsewhere in the Contract Documents.

- .2 Provided an application for Payment is received by the Consultant not later than the first day of a month, the Owner shall make payment to the Contractor not later than the first day of the next month. If an Application for Payment is received by the Consultant after the application date fixed above, payment shall be made by the Owner not later than 30 calendar days after the Consultant receives the Application for Payment.

GC45 RELATIONSHIP OF OWNER AND CONTRACTOR

- .1 The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby undertake and agree to the full performance of the covenants contained in the Bid Documents and the Contract Documents, including but not limited to, the General Conditions of the Contract and that this Agreement with the Bid, Instructions to Bidders, General Conditions of the Contract, Supplementary General Conditions of the Contract, the Specifications and Drawings constitute the Contract.
- .2 Upon notification of award of contract by the Owner, the Contractor shall promptly provide the Owner the address to which all correspondence concerning the Work shall be sent. If and whenever the Owner desires to give notice to the Contractor under or in connection with this Contract, the Contract Documents, including but not limited to or the General Conditions of the Contract, such notice will be effectively given if sent by Registered Mail to the Contractor at this address and will be considered as having been so given at the time of the deposit thereof in the Post Office.

END