GENERAL CONDITIONS

PROVISION OF SERVICES

1 DEFINITION OF TERMS

In this Contract:

.1 "Project Manager" means the person designated to represent the Authority under the Contract.
.2 "Work" includes the whole of the work, materials, matters and things required to be done, furnished and performed by the Contractor under the Contract.

2 SUB-CONTRACTING

No element of the work may be sub-contracted without the prior written approval of the Authority.

3 INDEMNIFICATION

The Contractor shall indemnify and save harmless the Authority from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to improper acts in executing the work. The Contractor shall pay for and maintain liability insurance during the term of the Agreement in an amount of not less that One Million Dollars ($1,000,000) in respect to any one accident or occurrence against claims for personal injury, death, or property damage or loss arising from any act, fault or omission of the Contractor. Certificates of Insurance showing the Authority as an additional named insured shall be filed with the Authority.

The Contractor shall pay for and maintain PL/PD Insurance coverage during the term of the agreement in an amount of not less than one million dollars ($1,000,000) covering each vehicle used under this contract. A certificate of insurance shall be filled with the Authority.

4 WORKERS COMPENSATION

The Contractor shall carry Workers Compensation coverage on all employees engaged under this contract. The Contractor shall supply the Authority with a Letter of Good Standing from the Workers Compensation Board and their Revenue Canada Business Number prior to commencing any work.

5 QUALIFICATIONS AND CONDUCT OF WORKERS

.1 All employees engaged in the performance of the work shall, in the opinion of the Authority, be qualified in the work carried out and shall hold current Journeyman or other appropriate certificates or licenses.

.2 The Contractor shall submit to the Authority upon request, a roster of employees (including copies of documents confirming their qualifications) engaged in providing service under this Agreement. Other persons shall be permitted to perform services only with the written approval of the Authority.

.3 Workmanship shall be of the highest standards and quality performed by workers that are experienced and skilled in the respective duties for which they are employed. The Authority reserves the right to require the dismissal from the work site of workers deemed incompetent, careless, insubordinate, objectionable, or unskilled in the respective duties for which they are employed.

.4 The Contractor and workers are expected to conduct themselves in a polite and professional manner at all times. Discussions with residents regarding the work shall be limited to only aspects of the work that bears directly on the residents.

6 PERMITS, LICENSES, FEES, TAXES & BYLAWS

The Contractor shall comply with all Federal, Provincial or Municipal laws and regulations, relating to the work, and shall pay for all permits, licenses, fees and certificates required for the execution of the work.

The Contractor shall include in the Bid all Federal, Provincial and Municipal taxes which are applicable to this Contract and the Contractor shall pay these taxes. No return of, or credit for taxes paid will be made to the Contractor.

7 SAFETY MEASURES

The Contractor shall take precautions to prevent accidents and injury to persons or property, about and adjacent to the premises where the work is performed.

The Contractor will be held responsible for the enforcement of all applicable provisions of the Nova Scotia Occupational Health and Safety Act and it=s regulations and all other safety measures as required by authorities having jurisdiction.

Vehicular and pedestrian traffic shall be protected by the use of barriers supplied by the Contractor.

8 PROJECT MANAGER AND CONTRACTOR

The Project Manager, as named in the Instructions to Bidders, shall represent the Authority in all matters dealing with this Contract and he/she shall decide all questions arising from the Contract Documents. Where the Contractor disagrees with these decisions, he/she shall provide notice in writing to the Authority.

The Project Manager may from time to time designate other representatives of the Authority to communicate with the Contractor. Significant instructions/directives are to be in writing.

Should the Contractor be absent, he/she shall appoint a competent foreperson, satisfactory to the Project Manager, who shall have supervision over the work.

9 CONTRACTOR SUPPLIED MATERIALS & EQUIPMENTS

The Contractor shall, unless otherwise stipulated, provide and pay for materials, water, tools, equipment, light, power, transportation and other facilities necessary for execution and completion of work.

10 INSPECTIONS

The Project Manager or designate shall have access to the work at all times. If the work is found not to be in accordance with the contract, it shall be corrected at the Contractor's expense.

11 PROTECTION OF WORK AND PROPERTY

.1 The Contractor shall provide and/or maintain at his/her own expense adequate protection to any work in progress.
.2 The Contractor shall protect from damage all real property, goods, household effects and personal property of residents, adjacent property owners or the Authority in the course of performing the work or as a direct result of it.
.3 The Contractor agrees to rectify at his/her cost, any damage to property occasioned in the performance of this contract.

12 TERMS OF PAYMENT

The Authority agrees to make payment in accordance with the terms of the Bid and Agreement subject to the following:

.1 The Project Manager's verification that all the work has been satisfactorily performed.
.2 Invoices shall include a detailed description of the work performed, total number of hours at the applicable rate and applicable taxes identified separately.
.3 A worksheet detailing the date and time of the call, a description of the work performed and, where applicable, shall be submitted with each invoice.

13 RUBBISH & WASTE REMOVAL

Rubbish and waste material is to be kept to a minimum. At completion of the work the Contractor shall, at his/her expense, ensure the maximum cleanliness of any Authority or other property and shall remove and properly dispose of all rubbish or waste materials.

14 TERMINATION OF CONTRACT

The Authority reserves the right, at any time during the term of the Contract, to terminate the Contract with ten (10) days notice to the Contractor, for breach or non-performance of any of the terms and conditions or specifications in whole or in part.