



Construction Tender

Project No: 07-3021

Name of Project: Water Supply Filtration System

Project Location: Arviat

Tender Issue Date: April 25, 2008

Form No. GN6215-25-MW – Revision 4

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GOVERNMENT TENDER

Water Supply Filtration System

Supply and Install Pre-Fabricated Water Filtration Building including all mechanical, electrical and filtration system with appurtenants

- Arviat, Nunavut -

For the purposes of this two (2) phase tender call the provisions of the Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) apply.

Sealed tender forms together with all required appendices (Phase I Tender Close) addressed to the Regional Director's Office, Department of Community & Government Services, Government of Nunavut, P.O. Bag 002, Rankin Inlet, NU X0C 0G0 (Delivered to the Main Floor, O&M/Projects Building, 21-71 Nuvua (71st Street) c/o Contracts Administrator, must be received on or before:

Phase I Tender Close: 4:00 P.M. Local Time, Rankin Inlet, NU, MAY 16TH 2008

A \$50.00 non-refundable charge (includes GST) is levied for tender documents. To be considered each tender must be submitted on the forms provided and must be accompanied by the security stated in the tender documents.

Tender Enquiries to: **Charmaine Mercer, Contracts Clerk**
Tel: (867) 645-8184

Technical Enquiries to: **Saurabh Dhavale, Project Officer**
Government of Nunavut
Tel: (867) 645-8182

Or

Heather Scott, Dillon Consulting Limited
Tel: (867) 920-4555

INSTRUCTIONS TO TENDERERS

1. INSTRUCTIONS

1. The NNI Policy applies to this Tender and any resulting Contract.
2. Tenders are to be sealed and should be submitted in the envelopes provided for Phase I and Phase II.
3. Tender envelopes must show the Project Name, Closing Date and Time, Name and Address of the Tenderer on the **Exterior** of the Envelope.
4. Tenders must be submitted on the forms provided.
5. Failure by the Tenderer to comply with these Instructions to Tenderers may result in the Tender submitted being disqualified. Disqualification shall be at the sole discretion of the Owner.

2. RECEIPT OF TENDERS

1. Tenders must be received at the Tender Address by the Owner on or before the exact time and date fixed for their receipt.
2. Any Tender received after the closing time shall be rejected and returned unopened to the Tenderer provided that where only one Tender is received and that Tender is received late, the Tender may be accepted at the sole discretion of the Owner.
3. Tenders shall be opened as soon as practicable after the Tender Close for Phase II in accordance with Instruction to Tenderers clause 4.6.
4. Tenders received by facsimile, except as permitted elsewhere in these Tender Documents, will not be accepted and if received shall be disqualified.

3. AMENDMENTS TO TENDERS

1. Amendments to an original Tender duly submitted, are acceptable provided that the amendment:
 - (i) Is received in its entirety on or before the exact time and date fixed, for the Phase I Tender Close (except for amendments to Appendix B-2 Substantiation of Bid Adjustment) and;
 - (ii) Is in writing and contains the Tender reference, the Phase I Tender Close date and time, name and address and the signature of the Tenderer
2. Amendments to Tenders may be submitted in person or by facsimile provided that the conditions included in Clause 3.1 are met and in addition:
 - (i) Amendments to Tenders delivered by facsimile are transmitted via the Owner's facsimile number:

(867) 645-8196
or (867)

in
in

Rankin Inlet, NU

 - (ii) The Owner shall not be held liable for any claim, demand or other action should a facsimile transmission be interrupted, not received in its entirety, received after the stated Phase I Tender Close time and date, received by another facsimile unit other than stated herein, or for any other reason over which the Owner does not have control. For greater certainty, 'received in its entirety' means the facsimile transmission is complete and all pages of the transmission are printed by the Owner's facsimile machine.

INSTRUCTIONS TO TENDERERS

- (iii) The amendment should indicate only the applicable changes in such a manner that the total bid is not revealed.
- 3. Verbal or electronic mail instructions will not be considered as a valid instruction or amendment for Tender purposes, nor shall they be considered as having any bearing upon the Tender submission.

4. INUIT, NUNAVUT AND LOCAL INCENTIVES and Appendices "B-1" and "B-2" and "J"

- 1. The NNI Policy dated April 20, 2006 applies to this tender and any resulting contract. A copy of this policy is available at the following website: <http://www.gov.nu.ca/Nunavut/policies/>. This policy can be downloaded in English, Inuktitut, Inuinnaqtun and French.
- 2. Consistent with the NNI Policy, one of the priorities of the Owner is to ensure that materials, equipment, labour and other goods and services of Local, Nunavut and Inuit businesses are used to the fullest extent practical on this Project. Accordingly, Tenderers are required to invite Inuit, Nunavut and Local companies to bid on subcontracts for the purposes of this Work.
- 3. Appendix "B-1" must be completed and submitted in accordance with the Phase 1 Tender Close requirements below.
- 4. Appendix "B-2" must be completed and submitted in accordance with the Phase 2 Tender Close requirements below. For greater clarity, an Appendix "B-2" that is received late or not received at all will result in denial of any NNI Bid Adjustments the Tenderer would otherwise be entitled to had Appendix "B-2" been received on time.
- 5. The Tenderer shall show intention to not only meet the Minimum Inuit Labor Requirement prescribed in Appendix J of these Tender Documents, but shall also maximize Inuit, Nunavut and Local Content by using as many Inuit, Nunavut and Local subcontractors and suppliers as possible.
- 6. If the dollar value of Total Inuit Labor identified by the Tenderer on Appendix "B-2" is less than the Minimum Inuit Labor Requirement set out in Clause 7 of Appendix J, the GN **MAY** accept the Tender, so long as the qualification is removed and the Tenderer is found to be the lowest responsive and responsible Tenderer after application of the Bid Adjustments. The Tenderer will be required to increase the Inuit Labor value identified on the General Contractor Appendix "B-2" with a corresponding decrease in the value identified for "Other" Payroll. This commitment shall be made in writing and the amended B-2 shall be incorporated into the Contract.
- 7. A Tenderer, who on previous Contracts with a similar Minimum Inuit Labor Requirement failed to meet the Minimum Inuit Labor Requirement, MAY be deemed "not responsible" (as defined in the Government Contract Regulations) for purposes of the present Tender.
- 8. Failure by a Contractor to expend the proposed dollar values identified on Appendix "B-2" as Inuit, Nunavut and Local Content, including estimates for Inuit, Nunavut and Local Labour, for which the Owner applied NNI Policy Bid Adjustments, will result in application of 'incentive recovery' damages in accordance with GC55 of the Contract at the sole discretion of the Owner and as further described in Appendix J of these Tender Documents..
- 9. For purposes of this Tender, 'Local' shall be considered to be the community in which the Work is undertaken unless noted otherwise in these Tender Documents.
- 10. **Joint Ventures:** If a Tender is submitted by more than one party identified as a joint venture, (but not a partnership), for the purposes of the application of the NNI adjustments, each party to the joint venture will be treated as a separate contractor, and the value of their respective Nunavut, Inuit, and Local Content will be treated in the same manner as for separate contractors.
- 11. **This Tender will close in two phases as follows:**

INSTRUCTIONS TO TENDERERS

Phase I Tender Close:

- (i) The Tenderer shall complete the Tender Form and all required appendices and shall submit them no later than the time identified for the Phase I Tender Close.
- (ii) The Tenderer shall indicate on the Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" the bid value and names of all major businesses which will be providing goods and services to the Tenderer in order to complete the Work.
- (iii) No further detail is required at the time of Phase I Tender Close.
- (iv) At the time established for the Phase I Tender Close, the Owner shall receive Tenders and shall record the names of those who have submitted Tenders. Those Tenders shall remain unopened and held in a secure place by the Owner for a period of 24 hours.

Phase II Tender Close:

- (i) Within 24 hours following the Phase I Tender Close, excluding holidays and weekends, the Tenderer shall supply to the Owner a detailed Appendix "B-2" "Substantiation of Bid Adjustments" showing the actual amounts of Local, Nunavut, Inuit and Other content in respect to Payroll, Material, Equipment, Transportation, Accommodation and Other Costs.
- (ii) This detailed Appendix "B-2" "Substantiation of Bid Adjustments" shall be submitted in a sealed envelope or by facsimile with clear identification as to the name of the Tender and the Tenderer, and shall be received prior to the Phase II Tender Close which shall be 24 hours, excluding holidays and weekends, after the Phase I Tender Close.
- (iii) Bids shall be opened after the Phase II Tender Close.
- (iv) The Tenderer shall only receive a bid adjustment when completed Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "B-2" "Substantiation of Bid Adjustments" have been submitted in accordance with the above. Tenders submitted without such a submission or upon Appendix B-2 being received late shall receive no bid adjustment at all.

5. SCHEDULE OF UNIT PRICES

- 1. The Tenderer shall submit a schedule of unit prices on Appendix "C" or Appendix "D", as applicable. Unit prices shall include the cost to supply and install as appropriate, and shall include all statutory charges, overhead, profit and the Tenderer's contingency allowance.

6. OPTIONS & SUBSTITUTIONS SPECIFIED BY THE OWNER - Appendix "E"

- 1. Tenders shall be based on the materials, methods, firms and equipment named in the Specifications and this shall constitute the base bid. Where more than one material or manufacturer is specified, any one of those specified may be selected and included in base bid.
- 2. The Owner may wish to consider options or substitutions to the base bid. When the Owner lists items in Appendix "E" Contractors should indicate the effect on the stipulated price that each item makes to the base bid. The lowest acceptable Tender may be determined by adding or deducting any or all of these items to the base bid. Failure to complete this Appendix "E" when requested may result in the Tender being disqualified as non-responsive, at the sole discretion of the Owner.

INSTRUCTIONS TO TENDERERS

7. OPTIONS PROPOSED BY THE TENDERER - Appendix "F"

1. Tenderers may propose their own options in Appendix "F". To be considered the following requirements shall be met:
 - (i) Total Tender amount quoted must be based on products specified and not on options.
 - (ii) Options proposed shall be listed and any difference in price shown in the appropriate place on Appendix "F".
 - (iii) Options proposed must allow for all changes and adjustments in other work as may be necessary to form a complete and finished Project. No additional claims will be considered at a later date.
 - (iv) Submissions must contain sufficient information to enable the Owner to determine the acceptability of such proposed options. Include such information as reasons for submission, manufacturing details, performance data, dimensions and clearances, effects on other work and other pertinent facts.
 - (v) The Owner reserves the right to accept or reject any option proposed by the Tenderer.
 - (vi) By submitting an option on Appendix "F" the Tenderer relinquishes any proprietary right to such option. The Owner reserves the right to release the Option to other Tenderers in order to obtain competitive prices.

8. PLANT AND EQUIPMENT LIST – APPENDIX G

1. The Tenderer shall complete and submit Appendix G, as applicable, for any Plant and Equipment that will be employed in the execution of the Work.

9. TRANSPORTATION OF MATERIALS – APPENDIX "H"

1. Modes of transportation of materials and carriers may be determined by the Tenderer except for marine transport in which case Clause 2 of Appendix H shall apply.

10. CONTRACTOR'S CERTIFICATE OF INSURANCE – APPENDIX I

1. The successful Tenderer will be required to provide a certificate of Insurance, in accordance with clause 13.2 (b) herein, in a form substantially similar to the one provided in Appendix I.

11. ADDENDA

1. Addenda issued prior to the Phase I Tender Closing shall be incorporated into the Tender and shall become part of this Tender. Receipt of addenda should be acknowledged on the Tender Form by the Tenderer.

12. TENDER DOCUMENTS - Appendix "A"

1. Tenders shall be based on the documents listed in Appendix "A" "List of Tender Documents".
2. Tenderers should confirm with the Owner or its Consultant prior to completing Tender calculations that each and every Addenda issued prior to Phase I Tender Close has been considered to establish the prices to be Tendered.

INSTRUCTIONS TO TENDERERS

13. BID SECURITY AND INSURANCE REQUIREMENTS

1. When Tendering

- (i) **For a Tender Less than \$100,000:** No bid security is required.
- (ii) **For a Tender \$100,000 and Over:** The Tenderer shall enclose bid security in the form of either:
 - (a) a Bid Bond, in a form approved by the Federal Treasury Board and from a company whose bonds are acceptable to the Owner, payable to the Owner in an amount of at least 10% of the Tender Price; or
 - (b) a bid security deposit payable to the Owner in an amount of at least 5% of the Tender Price. The deposit must be a certified cheque, Bank Draft, a bank Irrevocable Letter of Guarantee, or such other bid security as the Owner considers acceptable.
- (iii) Bid security may be forfeited, at the discretion of the Owner, if the Tenderer refuses to enter into a contract when called upon to do so.
- (iv) The Tenderer understands that if the bid security furnished is not in the approved form, as described herein, the Tender is subject to disqualification, at the sole discretion of the Owner.

2. Upon Award of Contract

- (i) Upon notification of acceptance of a Tender, the successful Tenderer shall furnish within 14 days of the date of the notification of acceptance:
 - (a) The security specified in GC56 to GC57 of the attached form of contract;
 - (b) The Insurance specified in GC58 to GC 62 of the attached form of contract.

3. Upon Receipt of Contract Security and Insurance

- (i) Upon receipt of the security and Insurance furnished in accordance with 11.2 above:
 - (a) the Owner will prepare the Contract, in duplicate, for due execution by the successful Tenderer;
 - (b) the Successful Tenderer will receive, sign and return the Contract, in duplicate, for due execution by the Owner; and
 - (c) the Owner will return one signed Contract to the successful Tenderer, who will be thereafter referred to as the Contractor.

14. SIGNATURES

- 1. Tenders are to be signed by the person(s) duly authorized in that behalf, and all such signatures shall be sealed by the appropriate corporate or, where there is no such seal affixed, each signature shall be duly witnessed.
- 2. The Tenderer, or the person or persons duly authorized to sign on their behalf, must initial and date each and every correction, change, erasure or alteration contained in the completed Tender document.
- 3. At the sole discretion of the Owner, the failure by the Tenderer to properly sign and execute the Tender may result in the disqualification of the Tender.

15. GOODS AND SERVICES TAX

INSTRUCTIONS TO TENDERERS

1. The Tenderer shall exclude the Goods and Services Tax from bid price(s) shown on bid forms and appendices.
2. The Government of Nunavut will pay the Goods and Services Tax (GST) over and above the Tender Price accepted.

16. WORKERS COMPENSATION ACT/COMPANIES ACT /LABOUR STANDARDS ACT AND GENERAL COMPLIANCE WITH LAWS

1. Tenderers are hereby notified that the Owner will check with the appropriate agencies prior to award of a Contract to ensure that the successful Tenderer is in compliance with the Workers Compensation Act, the Companies Act and the Labour Standards Act.
2. The successful Tenderer shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, shall at its sole expense comply with all unemployment insurance, Worker's Compensation, Labour Standards including requirements of the Labour Standards Board, income tax, payroll tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.

17. REQUIREMENT FOR USING HOTELS OR BED AND BREAKFAST FACILITIES

1. On contracts where a Commercial Room and Board Facility (as defined below) exists within the community, the successful Tenderer will be required to use a Commercial Room and Board Facility to house and feed all it's directly employed workers and workers employed by any subcontractor or agent or any other business working on the Project. The successful Tenderer, its subcontractors and agents shall not be required to use Commercial Room and Board Facilities for any workers who are Local Residents as defined in the NNI Policy, regardless of who they are employed by.
2. The following definitions shall apply to this Work:
 - (i) "Commercial Room and Board Facility" means a Hotel or a Bed and Breakfast (Tourist Home) that holds a Tourist Establishment Licence issued by the GN under the Travel and Tourism Act.
 - (ii) "Community" means the community in which the Work is located as defined in the Contract and includes the entire area within a 20-kilometre radius of the community.
3. The Commercial Room and Board Facility must:
 - (i) meet the applicable requirements under the Public Health Act, and of the Eating or Drinking Place Regulations
 - (ii) meet all applicable requirements of the Public Health Act the Fire Prevention Act and applicable regulations thereunder, and any other applicable Government of Nunavut or Federal legislation.

18. STORAGE OF PROPANE CYLINDERS

1. The successful Tenderer will be responsible for the proper care and storage of propane cylinders on the job site in accordance with the Nunavut Fire Prevention Act. The penalty for non-compliance is up to \$10,000 fine and/or 1 year jail term.
2. A copy of the Nunavut Fire Prevention Act is available by contacting:

INSTRUCTIONS TO TENDERERS

The Fire Marshall's Office
Department of Community & Government Services
Government of Nunavut
Tel: (867) 975-5316 Fax: (867) 975-5330

19. TRANSPORTATION

1. The successful Tenderer shall comply with requirements of Appendix "H" titled "Transportation of Materials".

20. AVAILABILITY OF OWNER STOCKPILED GRANULAR MATERIAL

1. Granular materials are not available from Owner's stockpiles. Tenderers are advised to make enquiries regarding the availability and cost of granular material in the Project community.
 - (i) In many communities, purchase of granular materials including delivery and placement, is available from either the local hamlet office or from a local contractor.
 - (ii) If the successful Tenderer obtains granular material directly from the local borrow pit/quarry, it must have all required borrow pit/quarry permit(s) in place, and shall submit a copy to the Engineer prior to obtaining the granular materials, and shall pay applicable fees.
 - (a) Contact Community & Government Services Regional Office, Planning and Lands Division, to apply for borrow pit/quarry permits; certain Hamlets may be able to grant these permits.
 - (b) Tenderers are advised that:
 - the successful Tenderer will be legally bound by the permit to adhere to conditions and requirements stipulated in the borrow pit/quarry permit, and
 - the granting of a borrow pit/quarry permit is subject to a Nunavut Impact Review Board (NIRB) screening process, which can take a number of months for approval."

21. ACCEPTANCE

2. Tenders containing qualifications other than in the manner prescribed may be disqualified at the sole discretion of the Owner.
3. The submission of the lowest or any tender will not necessarily result in the award of a contract. The Owner reserves the right to cancel this Tender, in whole or in part at any time and to re-tender the same for any reason whatsoever without incurring any liability, and no bidder will have any claim against the Owner as a consequence.
4. The Owner reserves the right to negotiate the tendered price solely with the low bidder (after adjustments in accordance with the Nunavummi Nangminiqatunik Ikajuuti (NNI Policy), in order to achieve a reduced scope of work and price saving of up to 15%. The Owner further reserves the right to re-invite tenders from the low bidders without going to public tender in order to achieve a reduced scope of work greater than 15%, so long as the fundamental nature of the Project has not changed.

1. PROJECT INFORMATION

Project Title: Water Supply Filtration System

Project Location: Arviat Project Number: 07-3021

Project Owner: The Government of Nunavut, herein the "Owner", represented by the Minister of the
Department of Community and Government Services

**2. OFFER
(Information to be completed by Tenderer)**

Company Name(s)

Identify Nature of Multi-party Tenderer (ie: Partnership, Joint Venture, etc)

(herein the "Tenderer") offers to the Owner to furnish all necessary tools, plant, services, materials and labor to execute and complete in a careful and workmanlike manner the Work described in the Plans and Specifications for the prices as set out in Clause 4 or 5 of this Tender Form.

The Tenderer hereby acknowledges receipt of Addenda No. _____ to No. _____ inclusive and hereby agrees they form part of this Tender.

3. GENERAL AGREEMENT (Information to be completed by Tenderer)

The Tenderer agrees:

- | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>.1 To substantially perform the Work in compliance with the required completion schedule stated in the Tender Documents, or if no schedule is stated, to substantially perform the Work within <u>fifty-four (54) weeks</u> from the date of notification of acceptance of the Tender, or within a reasonable period of time after award;</p> <p>.2 That the Project site has been carefully examined, the Work described herein is understood, and the Tenderer has become familiar with local conditions and the character and extent of the Work; has carefully examined every part of the proposed Contract and thoroughly understands its terms and conditions; has determined the sources of supply for the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender Documents;</p> <p>.3 That the list of Tender Documents included in Appendix "A" shall be and is the complete Tender and the Tenderer's offer is made subject to all provisions contained therein;</p> <p>.4 That the Tender submitted supersedes and cancels all communications, negotiations, and agreements relating to the Work other than contained in the completed Tender.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

4. FOR A CONTRACT BASED ON A LUMP SUM (Information to be completed by Tenderer)

The Tenderer agrees that the following is the lump sum referred to in Clause 2 of this Tender Form and that this is the Tenderer's total Tender Price:

_____ DOLLARS (\$_____)

An illegible submission may be disqualified at the sole discretion of the Owner. When there is a discrepancy between the written and numerical amount, the lowest version will govern.

5. FOR A CONTRACT PRICE BASED ON UNIT PRICES (Information on Appendix "D" to be completed by Tenderer)

- (a) **For a Unit Price Contract, the Tenderer shall complete Appendix "D".**
- (b) For a Unit Price Contract, the Contract Value shall be the Total Estimated Contract Price shown on Appendix "D".
- (c) When an arithmetic error is identified on Appendix "D", the tendered Unit Price shall take precedence over the Total Estimated Contract Price and the Owner shall correct the arithmetic error as explained below.
- (d) The Total Estimated Contract Price shall equal the sum of all Extensions (Column 6) for all items listed on Appendix "D". In the event that an arithmetic error is made in adding the individual Extensions listed in Column 6, the Owner shall correct the arithmetic error.
- (e) Each Extension shall be equal to the Estimated Quantity (Column 3) multiplied by the tendered Unit Price (Column 5). In the event that an arithmetic error is made in multiplying the Estimated Quantity (Column 3) by the tendered Unit Price (Column 5) the Owner shall correct the arithmetic error including the Extension and the Total Estimated Contract Price.
- (f) The Total Estimated Contract Price is based on estimated quantities; the final Contract amount owing to the Contractor shall be determined by taking the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and multiplying by the appropriate tendered Unit Price adjusted by any changes that are made in accordance with the provisions of the Contract Documents.

6. DECLARATIONS (Information to be completed by Tenderer)

The Tenderer hereby declares that:

- .1 No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which the Tender is made, except as revealed by the Tender or as may be required by the terms of this Contract for which the Tender is made;
- .2 This Tender is irrevocable for a period of thirty (30) calendar days from the date of Phase I Tender Close, as described in Instructions to Tenderers 4.6;
- .3 The Tenderer acknowledges that the Owner may extend the above thirty (30) day period to sixty (60) days provided that notification of extension is made within fifteen (15) calendar days of the date of Phase I Tender Close and that this extension shall result in an increase or decrease to the Stipulated Price of:

\$ _____ addition to Stipulated Price

or

\$ _____ reduction to Stipulated Price

(Any increase and decrease to the Stipulated Price, shall not be subject to an adjustment under the Nunavummi Nangminiqaqtunik Ikajuuti Policy.)

7. SIGNATURES (Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company _____
(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature _____
(Affix Seal or Witness(es) Needed)

Name & Title _____

Dated at _____ this _____ day of _____, 20____

Witness _____

Name & Title _____

Witness _____

Name & Title _____

Dated at _____ this _____ day of _____, 20____

LIST OF TENDER DOCUMENTS - APPENDIX A

(Information to be completed by OWNER)

Project Number: 07-3021

The following is the list or description of the tender documents referred to in the Tender for this Project.

Tender

1. Tender Advertisement
2. Instructions to Tenderers
3. Tender Form
4. Appendices to Tender: A, B, B-1, B-2, C, D, E, F, G, H, I, J and K
5. Addenda (issued during Tender period): Addendum# ____ to ____

Contract

1. Articles of Agreement
2. Terms of Payment (**includes Statutory Declaration and Schedule of Values**)
3. General Conditions
4. Special Provisions
5. Drawings (list):

0	Cover
101	Siteworks
102	Building Layout
103	Filtration Building Elevations
104	Metal Skid Plan & Details and Pump Skid Detail
201	P & ID Process Legend
202	Process Water Flow Schematic
203	Building Mechanical
204	Filtration System
205	Domestic Plumbing
301	Existing Plans Details and Schematics
302	Diagrams Schematics and Panel Schedule
303	New Filtration Building Electrical
304	Wiring Controls and Schematics
305	Schedules
6. Technical or General Specifications:
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<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
<u>Division 23</u>		
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Section 26 05 20	Wire and Box Connectors 0-1000 V	1 to 1
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Section 26 05 44	Installation of Cables in Trenches and In Ducts	1 to 3
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Section 26 29 10	Motor Starters to 600 V	1 to 3
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NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) FORMS - APPENDIX B

LOCAL/NUNAVUT/INUIT EMPLOYMENT AND TRAINING

Local/Nunavut/Inuit employment and training are high priorities with the Government of Nunavut (GN). General Contractors and Sub-contractors contracted for work on Government of Nunavut projects are required to hire Local and Nunavut and Inuit residents to the maximum extent possible. Information regarding available Local and Nunavut and Inuit workers can be obtained from a Federal Government Employment Centre, a Federal Government Outreach Centre, or Hamlet Office, and Education Department Career Centres of the Government of Nunavut.

Federal Government Employment Centres:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Rankin Inlet	(867) 645-2853	(867) 645-2148
Iqaluit	(867) 979-6271	(867) 979-6070

Federal Government Outreach Centres or Hamlet Offices:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Arviat	(867) 857-2678	(867) 857-2502
Qikiqtarjuaq (Broughton Island)	(867) 927-8832	(867) 927-8120
Cape Dorset	(867) 897-8943	(867) 897-8030
Clyde River	(867) 924-6220	(867) 924-6293
Pond Inlet	(867) 899-8935	(867) 899-8940
Cambridge Bay	(867) 983-2120	(867) 983-2570
Baker Lake	(867) 793-2517	(867) 793-2509
Taloyoak	(867) 561-6341	(867) 561-5057
Kuugaruk (Pelly Bay)	(867) 769-6281	(867) 769-6069
Kugluktuk (Coppermine)	(867) 982-4471	(867) 982-3060
Gjoa Haven	(867) 360-7141	(867) 360-6049
Igloolik	(867) 934-8830	(867) 934-8757
Pangnirtung	(867) 473-8953	(867) 473-8832

Training is encouraged on all construction projects and, in some tenders, will be made a contract requirement. Funding to offset training costs is provided through the Building and Learning strategy, the Apprenticeship Program, the Training On The Job Program and Women in Trades and Technology, and as a contract bonus pursuant to the Nunavummi Nangminiqatunuk Ikajuuti Policy, Government of Nunavut. Contractors can obtain further information from the Education Department Career Centres, Government of Nunavut.

Education Department Career Centres, Government of Nunavut:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Cambridge Bay	(867) 983-7214	(867) 983-2004
Iqaluit	(867) 975-5653	(867) 975-5670
Rankin Inlet	(867) 645-5039	(867) 645-2148
Igloolik	(867) 934-8192	(867) 934-8808

NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) FORMS - APPENDIX B

EMPLOYMENT REPORT

The successful General Contractor will be required to complete an Employment Report for ALL site employees that have worked on this project. The Contractor is required to complete a standard GN employment report.

A SAMPLE of the required Employment Report is attached on the following page. This form is available from the Owner.

This information **must** be submitted with each Progress Claim on contracts over \$100,000.00 as well as with the Substantial Certificate of Completion, updated with the Final Certificate of Completion.

For projects under or equal to \$100,000.00 the Employment Report must be submitted with the substantial Certificate of Completion, updated with the Final certificate of Completion. At the sole discretion of the owner, the information may be required with each Progress Claim.

It is the General Contractor's responsibility to obtain the required information from the sub-trades and sub-sub-trades.

The successful General Contractor shall comply with the requirements of Clauses GC52, GC53, GC54 and GC55. Specifically in respect to Clause GC54, if requested to do so by the Owner, the successful General Contractor shall be responsible to obtain an "Employee Verification and Consent Form" included as Appendix "B", page 4.

NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) FORMS - APPENDIX B

EMPLOYMENT REPORT

Project Name: Water Supply Filtration System	Project Location: Arviat
General Contractor:	Project No: 07-3021 Contract No: C730211
Report Submitted by (General/Subcontractor):	Reporting Period From: To:

This Employment Report is Submitted With: (CHECK ONE)

<input type="checkbox"/> Progress Claim No. _____ Date: _____	<input type="checkbox"/> Substantial Certificate of Completion Date: _____	<input type="checkbox"/> Final Certificate of Completion Date: _____
---------------------------------------------------------------	-------------------------------------------------------------------------------	-------------------------------------------------------------------------

Status*	Employee's Name	Job Class**	Date Hired	Date Terminated	Regular Hours	OT Hours	Hours this Claim	Hours to Date	Rate of Pay	Direct Payroll Costs	Other Payroll Costs	Dollars spent this period	Total Dollars spent to date

** Job Classification Categories to be utilized with this form:		* Employee Status and Summary of Employment	Total this Period	Total to Date
1. Superintendent	2. Carpenter	(1) Local Nunavut Residents		
3. Electrician	4. Mechanical	(2) Non-Local Nunavut Residents		
5. Drywaller/Painter	6. Carpenter Apprentice	(3) Local Inuit Beneficiaries		
7. Electrical Apprentice	8. Mechanical Apprentice	(4) Non-Local Inuit Beneficiaries		
9. Drywaller/Painter Apprentice	10. Labourer	(5) Other (Non-Nunavut, Non-Inuit) Non-Residents		
	11. Other (specify)	Total Payroll		
		Total Inuit Payroll		
		% Inuit Payroll		

Contractors / Subcontractors Name & Title (Print)	Contractors / Subcontractors Signature:	Date:

NUNAVUMMI NANGMINIOAQTUNIK IKAJUUTI (NNI POLICY) FORMS -
APPENDIX B

EMPLOYEE VERIFICATION AND CONSENT FORM

TO: GOVERNMENT OF NUNAVUT (GN)

My full name is _____
(Print or Type)

My permanent home address is _____
(mailing and physical address)

I am employed by _____
(name of Company you are working for)

working on _____
(Name or Description of Project)

in _____, Nunavut Territory
(Name of Community)

I have lived in Nunavut in _____ for _____ Months
(Name of Community) (Number)

Please provide a minimum of two of the following applicable numbers:

My Nunavut Health Care Card # is _____

My Nunavut Drivers License # is _____

My Nunavut Hunting License # is _____

My NTI Beneficiary # is _____

AND TO WHOM IT MAY CONCERN

I hereby authorize my current employer or any Federal, Provincial or Territorial government department or agency to release particulars of my employment terms or compensation and/or a copy of my Nunavut Health Care Card, Nunavut Driver's License, Nunavut Motor Vehicle Registration, Nunavut General Hunting License, and Nunavut Tunngavik Inc. (NTI) to release my Beneficiary number or card, or any other documentation which the GN may deem helpful or necessary in verifying my place of residence, employment term and compensation or Beneficiary status.

Signed _____
Employee Name

Employee Signature

Witness Name

Witness Signature

Date (Day, Month, Year)

NUNAVUMMI NANGMINIOAQTUNIK IKAJUUTI (NNI POLICY) FORMS -
APPENDIX B

BID ADJUSTMENT INFORMATION

- This contract shall be awarded to the Tenderer who is responsive and responsible (as defined in the Government Contract Regulations) and who has submitted a tender that, after the application of any tender adjustment permitted under the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy), is lower than that submitted by any other responsive and responsible Tenderer. Bid and contract requirements have been developed to comply with the letter and the spirit and intent of the NNI Policy.
- If and when requested by the GN, the Tenderer shall, prior to award, provide the GN with any and all clarifications, substantiations or further explanation about the proposals made by the Tenderer in respect to Local, Nunavut, Inuit and other content contained in their bid and reflected on Appendices "B-1" and "B-2".
- Tenderers are required to identify the dollar value of Own Forces as well as to name **ALL** subcontractors/suppliers and to identify their dollar value.
- Amendments affecting the tendered price shall require the Tenderer to also amend Appendix "B-1" to reflect the change, prior to the Phase I tender closing.
- Dollar value of Own Forces/Subcontractors noted in Appendix "B-1" shall include all amounts listed in Appendix "B-2" (i.e. payroll, transportation, equipment, etc.) for the Tenderer and all subcontractors. B-2 amounts that exceed the B-1 amounts will not be considered for bid adjustment.
- Dollar value(s) for payroll on Appendix "B-2" shall include all payroll costs for all divisions of work identified as Own Forces.
- An approved Nunavut Business or Inuit Firm will only receive bid adjustments for subcontractors, suppliers, payroll, and other bid components for those parts of bid that are Own Forces, or that are subcontracted to approved Nunavut businesses and/or Inuit firms, or for payroll to Inuit or Nunavut Residents. Bid adjustments will not be given for those portions of the bid that are not Nunavut or Inuit Content. The definition of "Nunavut Business", "Inuit Firm", "Inuit" and "Nunavut Resident" are to be those definitions in the NNI Policy Definitions Appendix.
- Any business that is not an approved Nunavut Business, two weeks prior to tender closing, or is not an approved Inuit Firm prior to tender close, will not receive a bid adjustment for their portion of the bid, with the exception of the Inuit and/or Nunavut Payroll components, and amounts listed on Appendix B-1 as subcontracted to Nunavut and/or Inuit firms approved by the foregoing deadlines. Payroll to Inuit and Payroll to Nunavut Residents, need not be supplied by an Inuit Firm or a Nunavut Business to receive a bid adjustment.
- A Tenderer (General Contractor) that is not a Nunavut Business or an Inuit Firm will only receive bid adjustments for Inuit and/or Nunavut Payroll amounts, and for Inuit and Nunavut amounts identified on Appendix B-1 as going to approved Nunavut Businesses and/or Inuit Firms. A completed Appendix B-2 for each named Nunavut Business and/or Inuit firm listed on Appendix B-1 must be submitted by the General Contractor in order for the Nunavut and/or Inuit subcontractor or supplier amounts to be eligible for bid adjustment.
- For companies listed as suppliers of materials, to receive the Nunavut bid adjustment, the company listed must be specifically approved by the GN for Supply of the applicable type of materials 2 weeks prior to the closing.
- To be eligible for an extra adjustment for "Local", the bid amount must first be eligible for an adjustment as a Nunavut business, or an Inuit firm.

GENERAL CONTRACTOR'S & SUB-CONTRACTORS' DOLLAR AMOUNTS

APPENDIX B-1

Project Title: Water Supply Filtration System

Project Location: Arviat Project Number: 07-3021

Tenderers are required to identify the dollar value of Own Forces as well as ALL Sub-Contractors that will be involved in the completion of this Work. This Appendix MUST be submitted no later than the time and date set for the Phase I Tender Close. If this Appendix is not submitted or is incomplete the Tenderer may be disqualified. By signing this Tender, the Tenderer is certifying that the information on this Appendix is correct. Changes to this information will not be accepted after the time and date set for the Phase I Tender Close. The Owner reserves the right to ask the Tenderer for substantiation of information provided.

General Contractor: (Full Business Name)	Own Forces Amount: (\$)
	\$
Sub-Contractors: (Full Business Name)	Sub-Contract Amount: (\$)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
Other(s)	Amount: (\$)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
TOTAL	\$

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

Project Name: Water Supply Filtration System

Project Location: Arviat

Project Number: 07-3021

General Contractor:

General Contractor:

To receive bid adjustments under the NNI Policy, the Tenderer MUST complete and submit this form. This Appendix may be submitted at the Phase I or Phase II Tender Close in accordance with the Instructions to Tenderers. **Indicate the company name as it appears on the GN or NTI list of approved companies.** The Nunavut, Local and Inuit status, as defined by the NNI Policy, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided. No changes with respect to this information will be allowed without written authorization of the Owner with the exception of moving unqualifying dollar amounts to the Other (Not Approved) column. The dollar value for payroll shall include all divisions of work identified as Own Forces.

Labour/Payroll (Nunavut, Inuit & Other Labour)	Nunavut Residents		Inuit Residents		\$ Inuit Labour Bid	% Inuit Labour Bid	Other Non-Residents	Total Payroll
	Local	Non-Local	Local	Non-Local				
	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	%	\$	\$

Cost Components (Excluding Payroll) (Identify Source of Good/Service)	Nunavut Content (GN Approved)		Nunavut & Inuit Content (GN & NTI Approved)		Inuit Content (NTI Approved)		Other (Not Approved)	Total Cost Components (Excluding Payroll)
	Local	Non-Local	Local	Non-Local	Local	Non-Local		
General Expenses:	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$
Sitework:	\$	\$	\$	\$	\$	\$	\$	\$
Framing/Structural:	\$	\$	\$	\$	\$	\$	\$	\$
Identify Materials & Supplier	Note: Business must be specifically approved by the GN for supply of identified material to receive the Nunavut and Local bid adjustments.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
Identify Miscellaneous Expenses & Supplier	Note: The name of the applicable company, or an indication of "own forces" must be given, to be considered for bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Payroll & Cost Components	\$	\$	\$	\$	\$	\$	\$	\$

GC55 Nunavut, Inuit & Local Content	\$	\$	\$		\$	\$	\$	
------------------------------------------------	----	----	----	--	----	----	----	--

NNI Bid Adjustments	For GN Projects Division Use Only						Totals	
Qualifying Value	\$	\$	\$	\$	\$	\$	\$	\$
Applicable Adjustment	14%	7%	21%	14%	14%	7%	0%	\$
NNI Adjusted Value	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut, Inuit & Local Content	\$	\$	\$	\$	\$	\$	\$	\$

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

Project Name: Water Supply Filtration System

Project Location: Arviat

Project Number: 07-3021

General Contractor:

Electrical Contractor:

To receive bid adjustments under the NNI Policy, the Tenderer MUST complete and submit this form. This Appendix may be submitted at the Phase I or Phase II Tender Close in accordance with the Instructions to Tenderers. **Indicate the company name as it appears on the GN or NTI list of approved companies.** The Nunavut, Local and Inuit status, as defined by the NNI Policy, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided. No changes with respect to this information will be allowed without written authorization of the Owner with the exception of moving unqualifying dollar amounts to the Other (Not Approved) column. The dollar value for payroll shall include all divisions of work identified as Own Forces.

Labour/Payroll (Nunavut, Inuit & Other Labour)	Nunavut Residents		Inuit Residents		\$ Inuit Labour Bid	% Inuit Labour Bid	Other Non-Residents	Total Payroll
	Local	Non-Local	Local	Non-Local				
	\$	\$	\$	\$				
	\$	\$	\$	\$	\$	%	\$	\$

Cost Components (Excluding Payroll) (Identify Source of Good/Service)	Nunavut Content (GN Approved)		Nunavut & Inuit Content (GN & NTI Approved)		Inuit Content (NTI Approved)		Other (Not Approved)	Total Cost Components (Excluding Payroll)
	Local	Non-Local	Local	Non-Local	Local	Non-Local		
General Expenses:	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$
Sitework:	\$	\$	\$	\$	\$	\$	\$	\$
Framing/Structural:	\$	\$	\$	\$	\$	\$	\$	\$
Identify Materials & Supplier	Note: Business must be specifically approved by the GN for supply of identified material to receive the Nunavut and Local bid adjustments.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
Identify Miscellaneous Expenses & Supplier	Note: The name of the applicable company, or an indication of "own forces" must be given, to be considered for bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Payroll & Cost Components	\$	\$	\$	\$	\$	\$	\$	\$

GC55 Nunavut, Inuit & Local Content	\$	\$	\$		\$	\$	\$	
------------------------------------------------	----	----	----	--	----	----	----	--

NNI Bid Adjustments	For GN Projects Division Use Only							Totals
Qualifying Value	\$	\$	\$	\$	\$	\$	\$	\$
Applicable Adjustment	14%	7%	21%	14%	14%	7%	0%	\$
NNI Adjusted Value	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut, Inuit & Local Content	\$	\$	\$	\$	\$	\$	\$	\$

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

Project Name: Water Supply Filtration System

Project Location: Arviat

Project Number: 07-3021

General Contractor:

Mechanical Contractor:

To receive bid adjustments under the NNI Policy, the Tenderer MUST complete and submit this form. This Appendix may be submitted at the Phase I or Phase II Tender Close in accordance with the Instructions to Tenderers. **Indicate the company name as it appears on the GN or NTI list of approved companies.** The Nunavut, Local and Inuit status, as defined by the NNI Policy, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided. No changes with respect to this information will be allowed without written authorization of the Owner with the exception of moving unqualifying dollar amounts to the Other (Not Approved) column. The dollar value for payroll shall include all divisions of work identified as Own Forces.

Labour/Payroll (Nunavut, Inuit & Other Labour)	Nunavut Residents		Inuit Residents		\$ Inuit Labour Bid	% Inuit Labour Bid	Other Non-Residents	Total Payroll
	Local	Non-Local	Local	Non-Local				
	\$	\$	\$	\$				

Cost Components (Excluding Payroll) (Identify Source of Good/Service)	Nunavut Content (GN Approved)		Nunavut & Inuit Content (GN & NTI Approved)		Inuit Content (NTI Approved)		Other (Not Approved)	Total Cost Components (Excluding Payroll)
	Local	Non-Local	Local	Non-Local	Local	Non-Local		
General Expenses:	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$
Sitework:	\$	\$	\$	\$	\$	\$	\$	\$
Framing/Structural:	\$	\$	\$	\$	\$	\$	\$	\$
Identify Materials & Supplier	Note: Business must be specifically approved by the GN for supply of identified material to receive the Nunavut and Local bid adjustments.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
Identify Miscellaneous Expenses & Supplier	Note: The name of the applicable company, or an indication of "own forces" must be given, to be considered for bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Payroll & Cost Components	\$	\$	\$	\$	\$	\$	\$	\$
GC55 Nunavut, Inuit & Local Content	\$	\$	\$		\$	\$	\$	

NNI Bid Adjustments	For GN Projects Division Use Only							Totals
Qualifying Value	\$	\$	\$	\$	\$	\$	\$	\$
Applicable Adjustment	14%	7%	21%	14%	14%	7%	0%	\$
NNI Adjusted Value	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut, Inuit & Local Content	\$	\$	\$	\$	\$	\$	\$	\$

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

Project Name: Water Supply Filtration system

Project Location: Arviat

Project Number: 07-3021

General Contractor:

Other Contractor:

To receive bid adjustments under the NNI Policy, the Tenderer MUST complete and submit this form. This Appendix may be submitted at the Phase I or Phase II Tender Close in accordance with the Instructions to Tenderers. **Indicate the company name as it appears on the GN or NTI list of approved companies.** The Nunavut, Local and Inuit status, as defined by the NNI Policy, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided. No changes with respect to this information will be allowed without written authorization of the Owner with the exception of moving unqualifying dollar amounts to the Other (Not Approved) column. The dollar value for payroll shall include all divisions of work identified as Own Forces.

Labour/Payroll (Nunavut, Inuit & Other Labour)	Nunavut Residents		Inuit Residents		\$ Inuit Labour Bid	% Inuit Labour Bid	Other Non-Residents	Total Payroll
	Local	Non-Local	Local	Non-Local				
	\$	\$	\$	\$				

Cost Components (Excluding Payroll) (Identify Source of Good/Service)	Nunavut Content (GN Approved)		Nunavut & Inuit Content (GN & NTI Approved)		Inuit Content (NTI Approved)		Other (Not Approved)	Total Cost Components (Excluding Payroll)
	Local	Non-Local	Local	Non-Local	Local	Non-Local		
General Expenses:	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$
Sitework:	\$	\$	\$	\$	\$	\$	\$	\$
Framing/Structural:	\$	\$	\$	\$	\$	\$	\$	\$
Identify Materials & Supplier	Note: Business must be specifically approved by the GN for supply of identified material to receive the Nunavut and Local bid adjustments.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
Identify Miscellaneous Expenses & Supplier	Note: The name of the applicable company, or an indication of "own forces" must be given, to be considered for bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Payroll & Cost Components	\$	\$	\$	\$	\$	\$	\$	\$
GC55 Nunavut, Inuit & Local Content	\$	\$	\$		\$	\$	\$	

NNI Bid Adjustments	For GN Projects Division Use Only							Totals
Qualifying Value	\$	\$	\$	\$	\$	\$	\$	\$
Applicable Adjustment	14%	7%	21%	14%	14%	7%	0%	\$
NNI Adjusted Value	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut, Inuit & Local Content	\$	\$	\$	\$	\$	\$	\$	\$

**LIST OF UNIT PRICES FOR
STIPULATED PRICE CONTRACT ADJUSTMENTS ONLY - APPENDIX C**

(Information to be Completed by Tenderer and Submitted with Tender)

The following are our unit prices for the units of work listed hereunder. The base price for the work is included in our tender; these unit prices apply only for credits or extras to the Stipulated Price agreed.

TO BE COMPLETED BY THE GN			TO BE COMPLETED BY THE TENDERER	
Unit of Work			Unit Price (\$)	
Item	Description	Unit	Addition	Deletion
			\$	\$

LIST OF UNIT PRICES FOR UNIT PRICE CONTRACTS ONLY - APPENDIX D

(Information to be Completed by Tenderer and Submitted with Tender)

- (a) The conditions in Tender Form, Clause 5.0 apply to the completion of this Appendix.
- (b) If space for listing items is insufficient, the Owner shall annex a list and make reference to it on this form.
- (c) Type or print tendered values clearly. An illegible submission may be disqualified at the sole discretion of the Owner.

TO BE COMPLETED BY THE GN				TO BE COMPLETED BY THE TENDERER	
Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total Price
Total Estimated Contract Price					

LIST OF OPTIONS & SUBSTITUTIONS SPECIFIED BY THE OWNER - APPENDIX E

(To be Completed by Tenderer and Submitted with Tender)

In accordance with Clause 6 of the Instructions to Tenderers, indicate the effect on the stipulated price for the following options and substitutions listed by the Owner. The Tenderer further agrees that the following prices may be used in the evaluation of the submitted Tender.

All Options, Substitutions and Separate Prices shall include all work necessary for and incidental to the work described.

Description of Options & Substitutions (To be Completed by the GN)	Effect on Stipulated Price (\$) (To be Completed by Tenderer and Submitted with Tender)	
	\$ Addition to Stipulated Sum Price	\$ Reduction to Stipulated Sum Price

LIST OF OPTIONS PROPOSED BY THE TENDERER - APPENDIX F

(Information to be Completed by Tenderer and Submitted with Tender)

In accordance with Clause 7 of the Instructions to Tenderers, the Tenderer may propose options or substitutions below. The cost of such options and substitutions are NOT included in the Stipulated Price.

If this form is not used, the Tenderer should draw a line through the form and initial.

Description of Options & Substitutions proposed by Tenderer	Effect on Stipulated Price (\$)	
	\$ Addition to Stipulated Price	\$ Reduction to Stipulated Price

PLANT AND EQUIPMENT LIST - APPENDIX G

(Information to be Completed by Tenderer and Submitted with Tender)

The following list is the complete description of plant and equipment I/We propose to use on the Project. Such plant and equipment will be made available for inspection prior to the award of contract. The plant and equipment shall be moved to the Project site upon direction from the Owner and shall not be removed from the site until completion of the Contract without written approval from the Owner.

[illegible]

TRANSPORTATION OF MATERIALS - APPENDIX H

1. Transportation/shipping and handling of materials and all costs thereof are the responsibility of the Contractor unless otherwise noted. **Modes of transporting materials shall be decided by the Contractor unless by marine transport in which case Clause 2 shall apply.**
2. Whenever marine (water) transport is to be utilized, the Contractor shall use the Government of Nunavut specified carriers, and space should be booked directly with the carriers, as follows:

2.1 For the following communities in the Baffin Region:

High Arctic including North Baffin:

Arctic Bay, Clyde River, Grise Fiord, Nanisivik, Pond Inlet, Qikiqtarjuaq (Broughton Island), and *Kugaaruk (Pelly Bay) (*as far as Nanisivik for furtherance), and Resolute Bay

Nunavut Eastern Arctic Shipping (NEAS)

By ships loading at the Montreal area Port of Valleyfield:

Contact: Paul Ghaleb

Phone, Toll free: (877) 225-6327

Fax: (514) 523-7875

*for transport to Kugaaruk beyond Nanisivik, the Carrier is:

Canada Coast Guard

Contact: John – Perry – Perrozzino

Phone: (613) 998-1585

Fax: (613) 991-9261

Foxe Basin:

Hall Beach, Igloolik, and Repulse Bay,

and

Iqaluit:

and

South Baffin:

Cape Dorset, Kimmirut, and Pangnirtung

Nunavut Sealink and Supply Inc. (NSSI)

By ships loading at the Montreal area Port of Ste-Catherine:

Contact: Daniel Desgagnés

Phone: (450) 635-0833 or Toll Free (866) 732-5438

Fax: (450) 635-5126

2.2 For the Kivalliq Region:

Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, and Whale Cove

Nunavut Sealink and Supply Inc. (NSSI) (for cargo from Montreal only):

By ships loading at the Montreal area Port of Ste-Catherine

Contact: Daniel Desgagnés

Phone: (450) 635-0833 or Toll free (866) 732-5438

Fax: (450) 635-5126

AND

Northern Transportation Company Limited (NTCL) (for cargo from Churchill only):

By barges loading at the Port of Churchill

Contact: Dan Hastings
Phone: (204) 675-2040
Fax: (204) 675-8146

2.3 For the following communities in the Kitikmeot Region:

Bathurst Inlet, Cambridge Bay, Gjoa Haven, Kugluktuk (Coppermine), Taloyoak and Umingmaktok (Bay Chimo):

Northern Transportation Company Limited (NTCL)

By barges loading at Hay River, Northwest Territories

Contact: Jo-Ann Jensen

Phone: 1-877-770-6825 or (867)-874-5121

Fax: (867) 874-5155

3. The annual shipping rates offered by marine carriers are dependent upon anticipated cargo quantities including the materials for construction projects; therefore, Contractors are to bid using the published sailing schedules and rates available from the above marine carriers, and also available from the Department of Community & Government Services, Purchasing, Logistics & Contract Support Division, Contact: John Paton, Traffic Officer at (867) 975-5437.

- | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none">4. In exceptional or extraordinary circumstances, <u>where the specified marine carrier's sailing schedule is in substantial conflict with the project schedule</u>, the GN will review the circumstances, taking into account the adverse impact on the project and the specified marine carrier's interests, and the GN may provide authorization to allow the relevant cargo to be shipped with a marine carrier other than the specified marine carrier, depending upon the circumstances; and such authorization must be writing. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

5. If a Contractor uses a marine carrier other than the GN contracted marine carrier without the GN's written authorization to do so, the Contractor shall be responsible for extra freight cost, administrative costs or any other costs, incurred by the GN which result directly or indirectly from the Contractor's failure to use the GN specified marine carrier as set out in this Appendix. The Contractor shall also be responsible to refund to the GN any monies saved by the Contractor by using a marine carrier other than the specified marine carrier as set out in this Appendix H.

CONTRACTOR'S CERTIFICATE OF INSURANCE - APPENDIX I

INSURED: _____

SCHEDULE OF MANDATORY INSURANCE			
Type of Insurance	Insurer, Policy Number	Policy Period	Limit of Liability/Amount
COMPREHENSIVE GENERAL LIABILITY INCLUDING NON- OWNED AUTOMOBILE LIABILITY		From: To:	BODILY INJURY \$ _____ Each Person \$ _____ Each Accident \$ _____ Aggregate Products PROPERTY DAMAGE \$ _____ Each Accident \$ _____ Aggregate Products Or, BODILY INJURY & PROPERTY DAMAGE \$ _____ Inclusive \$ _____ Aggregate Products
AUTOMOBILE LIABILITY (OWNED/LEASED VEHICLES)		From: To:	BODILY INJURY \$ _____ Each Person \$ _____ Each Accident PROPERTY DAMAGE \$ _____ Each Accident Or, BODILY INJURY & PROPERTY DAMAGE \$ _____ Inclusive
ADDITIONAL COVERAGES REQUIRED MARKED BY []			
[] UMBRELLA LIABILITY		From: To:	\$ _____ Limits \$ _____ S.I.R.
[] CONTRACTOR'S EQUIPMENT		From: To:	
[] OTHER			

This is to certify that policies as described above have been issued through the undersigned to the Insured named above and are in force at this time. If cancelled or changed in any manner, for any reason, during the period of coverage as stated herein so as to affect this certificate, immediate written notice will be given by the undersigned to the Department.

(Be sure to also complete and sign the 2nd page of this form.)

CONTRACTOR'S CERTIFICATE OF INSURANCE - APPENDIX I – PAGE 2

PARTICULARS OF INSURANCE	
GENERAL LIABILITY <input type="checkbox"/> Premises Property and Operations <input type="checkbox"/> Products and Completed Operations <input type="checkbox"/> Blanket Contractual - All Written Agreements <input type="checkbox"/> Occurrence Property Damage <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Contingent Employers Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Employees as Additional Insureds <input type="checkbox"/> Cross Liability - Severability Of Interests <input type="checkbox"/> Blasting, Collapse, Underpinning <input type="checkbox"/> Exclusions deleted as follows: <input type="checkbox"/> Owners' & Contractors' Protective Liability <input type="checkbox"/> <input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> S.E.F. No. 4a Explosive Endorsement <input type="checkbox"/> S.E.F. No. 21b Blanket Fleet Endorsement <input type="checkbox"/> <hr/> <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> <hr/> <input type="checkbox"/> WATERCRAFT LIABILITY <input type="checkbox"/> <hr/>
REMARKS (STATE DEDUCTIBLES) IF ANY 	

THIS IS TO CERTIFY THAT INSURANCE AS DESCRIBED AS ABOVE IS IN FORCE AT THIS TIME.

Name and Address of Insurance Agent, Broker or Insurance Company

Written notice of any changes or cancellation of this policy shall be sent to the Owner at the following address:

Date _____

By _____
(Authorized Representative)

CONTRACTOR'S OBLIGATIONS TO PROVIDE INUIT CONTENT - APPENDIX J

1.0 GENERAL

- .1 This contract pertains to work in Nunavut and contains provisions regarding minimum prescribed levels of Inuit Labour that must be met or exceeded in the performance of the work. The requirements set out in this Appendix J to meet minimum prescribed levels of Inuit Labour is a fundamental term of the contract. The minimum prescribed level of Inuit Labour shall be complied with.
- .2 If the amount of Inuit Labour identified by the bidder on Appendix "B-2" of the tender is less than with the tender requirements, this would result in an obvious qualification to the tender submission by the bidder that would ordinarily cause the tender to be considered non-responsive.
- .3 For an Inuit Labour level achieved which differs from the level prescribed, a bonus or penalty will be assessed in accordance with the NNI Policy, specifically Articles 12.3 and 12.4 of the Policy. A bonus would be for exceeding the minimum prescribed Inuit Labour level, and a penalty would be for not meeting the minimum prescribed Inuit Labour level.
- .4 "Inuit Labour" and "Inuit Goods and Services" identified on the tender forms shall receive a bid adjustment in accordance with the NNI Policy and the adjustment percentages indicated on Appendix B-2 forms. "Inuit Goods and Services" means "Inuit Content" as defined in the Nunavummi Nangminiqatunik Ikajuuti (NNI) Policy definition appendix; the NNI Policy is attached as tender Appendix "J"
- .5 Damages as described in contract General Condition GC 55 may apply if the Inuit Labour and/or Inuit Goods and Services proposed by the Contractor on the tender Appendix B-2 forms are not met. In addition, if the minimum prescribed levels of Inuit Labour identified on page 4 of this Appendix is not met, then for future tenders where there are similar prescribed minimum levels for Inuit Labour, the Contractor may be deemed "not responsible" (as defined in the Government Contract Regulations.)

2.0 DEFINITIONS

- .1 "Inuit (singular Inuk)" means a person described in Article 1.1.1 of the Nunavut Land Claims Agreement (NLCA) and who has enrolled himself or herself on the Inuit Enrolment List under Article 35 of the NLCA.
- .2 "Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is,
 - .1 a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or

- .2 a cooperative controlled by Inuit, or
- .3 an Inuk sole proprietorship or partnership; and
- .4 is included on Nunavut Tunngavik Inc. (NTI)'s Inuit Firms Registry

.3 "Labour"

For the purpose of this contract and specifically Appendix J, "Labour" means the Labour (including Inuit labour) used on the job in any capacity and including, for example, tradespeople, administrative staff and professional staff whether in a head office or in a site office and attributable to this project. "Inuit Labour" refers to the status of employees and may be directly provided by the general contractor or indirectly through a sub contractor, and is not necessarily through an Inuit Firm.

.4 "Goods and Services"

For the purpose of this contract and specifically Appendix J, "Goods and Services" means the entire dollar value of the Work including Labour. For further clarification "Inuit Goods and Services" includes all labour of Inuit firms attributable to and paid from the Contract. "Inuit Goods and Services" are to have the same meaning as the term "Inuit Content" used in the General Conditions of the Construction Contract.

.5 "Inuit Content"

"Inuit Content" is defined as the dollar value of the goods and services required by the Contract supplied by any Inuit Firm or Inuit sole proprietorship and Inuit Labour. Inuit Content may include:

- i. goods and services supplied by an Inuit Firm or Inuit supplier acting as the General Contractor. These are referred to as "own forces";
- ii. goods and services supplied by an Inuit Firm or Inuit supplier so long as these goods and services are required for the completion of the Contract and are paid for by the Contract.
- iii. Inuit labour by an Inuit Firm or a non-Inuit Firm.

3.0 REQUIREMENTS

- .1 The Contractor shall maximize the value of Inuit Labour and Inuit Goods and Services and shall meet or exceed the Inuit Labour minimum level identified in this appendix when bidding. In the performance of the work, the Contractor shall meet or exceed the amounts tendered on Appendix B-2.

- .2 The Contractors shall submit records on a monthly basis, or as specified, indicating the amount of Inuit Labour and Inuit Goods and Services used. No payment shall be due or payable to the Contractor if the Contractor fails to supply these reports to the Owner.

4.0 FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS

In addition to the bonus or penalty prescribed by the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy for exceeding or not meeting the minimum prescribed Inuit Labour level set out on page 4 of this Appendix J; the following damages may apply for not meeting Inuit Labour and /or Inuit Goods and Services requirements:

- .1 There is a requirement to provide no less than the levels of Inuit Labour and Inuit Goods and Services tendered by the Contractor on Appendix B-2 of the tender. Failure to meet this requirement by achieving the levels tendered may result in the Owner applying damages described in the contract General Condition GC 55.
- .2 Additionally, if the contractor fails to meet the prescribed minimum Inuit Labour set out on page 4 of this Appendix J, then for future tenders where there are similar prescribed minimum levels for Inuit Labour the Owner may deem the Contractor to be "not responsible" (as defined in the Government Contract Regulations).
- .3 The Owner may terminate this contract prior to Final Completion if the Contractor has not demonstrated compliance with the requirement to attain the prescribed minimum levels of Inuit Labour set out on page 4 of this Appendix J.

5.0 INDEMNIFICATION

- .1 The Contractor shall indemnify the Owner against any claim brought by any person because of any failure by the Contractor to achieve the prescribed levels of Inuit Labour prescribed by this contract.

6.0 WAIVER OF INUIT CONTENT REQUIREMENTS

- .1 The prescribed level of Inuit Labour shall only be reduced when sufficient Inuit Labour is not available and the Contractor has requested and received prior approval by the Owner in writing to reduce the prescribed levels.

Inuit Labour

It is a fundamental term of this contract that the contractor shall maximize the value of Inuit labour used to perform the Work. Therefore the GN has set a minimum percent by dollar value for the use of Inuit labour. The Inuit labour content may be provided by the general contractor or any subcontractor and may include professional or administrative staff or skilled or unskilled trades people, and not necessarily through an Inuit Firm. The minimum may only be reduced where sufficient Inuit labour is not available and the approval of the Owner has been obtained in writing.

For the purposes of this contract the GN has prescribed that the following minimum percent of the total labour for this job by dollar value shall be provided by Inuit workers.

$\frac{15}{100} \%$	<p>Prescribed minimum level of Inuit labour as a percent of total labour by dollar value.</p>
---------------------	------------------------------------------------------------------------------------------------------

Substantiation

In order to substantiate the amount of Inuit Labour the general contractor shall be responsible for providing an amalgamated employment report that shall reflect the Inuit labour used by the general contractor and any other sub contractor or supplier. The general contractor shall submit this employment report with every Progress Claim. Receipt of an employment report shall be a condition precedent to the release of a progress payment, an interim payment and/or a final payment.

If requested, the general contractor shall also provide a completed “Employee Verification and Consent Form” for an Inuit worker.



Construction Contract

Project No: 07-3021

Name of Project: Water Supply Filtration System

Project Location: Arviat

Contract Number: 07-3021

Government of Nunavut

Form No. 6215-25-MW – Revision 4

ARTICLES OF AGREEMENT

These Articles of Agreement, effective on the _____ day of _____, 20____.

Between

Department of Community And Government Services of the Government of Nunavut
(*herein the "Owner"*)

and

(*herein the "Contractor"*)

witness that in consideration for the mutual promises and obligations contained in the Contract, the Owner and the Contractor covenant and agree as follows:

A1 CONTRACT DOCUMENTS

- 1.1 Subject to A1.4 and A1.5, the documents forming the Contract between the Owner and the Contractor, referred to herein as the Contract Documents are all of those documents referred to on Appendix A of the Tender and;
 - 1.1.1 any Addenda issued during the Tender period and identified in Clause 2 of the Tender Form,
 - 1.1.2 any amendment or variation of the Contract Documents that is made in accordance with the General Conditions,
- 1.2 The Owner hereby designates Saurabh Dhavale as the Owner's Representative for the Department of Community And Government Services of the Government of Nunavut.
 - 1.2.3 The Contractor hereby designates _____ as the Contractor's Representative.
- 1.3 In the Contract;
 - 1.3.1 "Fixed Price Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates; and/or
 - 1.3.2 "Unit Price Arrangement" means that part of the Contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for the performance of the Work to which it relates.
- 1.4 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price arrangement are not applicable to any part of the Work to which a Fixed Price Arrangement is applicable.
- 1.5 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement is applicable.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

- 2.1 The Contractor shall, between the effective date of the Agreement and the ____ day of _____, 20__, in a careful and workmanlike manner, diligently perform and complete the following work:

which Work is more particularly described in the Plans and Specifications.

A3 CONTRACT AMOUNT

Subject to any increase, decrease, deduction, reduction, or set-off permitted under the terms of the Contract, the Owner shall pay the Contractor at the times and in the manner that is set out or referred to in the Agreement;

- 3.1.1 the sum of \$ _____ in consideration for the performance of the Work or the part thereof that is subject to a Fixed Price Arrangement, and/or
- 3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour, plant and material that is set out in a Final Certificate of Measurement referred to in GC43.7 multiplied in each case by appropriate unit price that is set out in the Unit Price Table "Appendix D" in consideration for the performance of the Work or the part thereof that is subject to a Unit Price Arrangement.

For the information and guidance of the Contractor and the person administering the Contract on behalf of the Owner, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by the Owner to the Contractor for the part of the Work to which a Unit Price Arrangement is applicable will not exceed \$ _____.

- 3.3 A3.1.1 is applicable only to a Fixed Price Arrangement
- 3.4 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.

A4 UNIT PRICE TABLE

- 4.1 The Owner and the Contractor agree that Appendix "D" of the Tender is the Unit Price Table for the purposes of the Contract.
- 4.2 The Unit Price Table that is set out in A4.1 designates the part of the Work to which a Unit Price Arrangement is applicable.
- 4.3 The part of the Work that is not designated in the Unit Price Table referred to in A4.2 is the part of the Work to which a Fixed Price Arrangement is applicable.

A5 FINANCIAL ADMINISTRATION ACT (NUNAVUT)

- 5.1 The attention of the Contractor is drawn to the following statutory provision. It is a condition of this Agreement that payment hereunder is subject to Section 46 of the Financial Administration Act (Nunavut) as amended or re-enacted in successor legislation during the term of this Contract. Section 46 currently provides as follows:

"It is a condition of every contract made by or on behalf of the Government requiring an expenditure that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract."

A6 JOINT AND SEVERAL LIABILITY

- 6.1 **If the Contractor is comprised of more than one party, as in the case of a joint venture or a partnership, then in that event such parties declare themselves to be bound jointly and severally with one another with respect to the fulfilment of all the terms and conditions of this agreement and hereby renounce their benefits of division and discussion and the obligations of such parties shall be joint and several, and each party shall execute this agreement.**

SIGNED, SEALED AND DELIVERED in the presence of:

Contractor: Contractor's Full Legal Business Name and Address:

_____ (Seal)

Facsimile No. _____

• _____
Signature

Name

Title

Date

• _____
Signature

Name

Title

Witness

Name

Title

Owner: Owner's Full Business Name and Address

Department of Community & Government Services

P. O. Bag 002

Rankin Inlet, NU X0C 0G0

Facsimile No. (867) 645-8192

• _____
Signature

Name

Title

Date

Witness

Title

END OF ARTICLES OF AGREEMENT

TERMS OF PAYMENT

TP1 AMOUNT PAYABLE - GENERAL

- 1.1 Subject to any other provisions of the contract, the Owner, hereinafter in these Terms of Payment referred to as the "Government of Nunavut" will pay the Contractor, at the times and in the manner hereinafter set out, the amount by which
 - 1.1.1 the aggregate of the amounts described in TP2 exceeds the aggregate of the amounts described in TP3,
 - 1.1.2 and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the contractor in respect of the Work to which the payment relates.

TP2 AMOUNT PAYABLE TO THE CONTRACTOR

- 2.1 The amounts "payable to the Contractor" are the aggregate of:
 - 2.1.1 the amounts referred to in the Articles of Agreement, and
 - 2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions, and
 - 2.1.3 the amounts, if any, that are a bonus for Inuit Labour achieved, as described in the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) for the Work, and
 - 2.1.4 the applicable Goods and Services Tax (GST).

TP3 AMOUNTS PAYABLE TO THE GOVERNMENT OF NUNAVUT

- 3.1 The amounts "payable to the Government of Nunavut" are the aggregate of the amounts, if any, that the Contractor is liable to pay the Government of Nunavut pursuant to the within contract, including any penalty assessed for Inuit Labour shortfalls, as described in the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) for the Work.
- 3.2 When making any payment to the Contractor, the failure of the Government of Nunavut to deduct an amount referred to in TP3.1, from an amount referred to in TP2 shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

TP4 TIME OF PAYMENT

- 4.1 For the purposes of this Term of Payment, "payment period" means a period of 30 consecutive days or such other interval as is agreed between the Contractor and the Government of Nunavut.
- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the "Representative", as designated by the Government of Nunavut and set out in Article of Agreement A1.2.1, in respect of that payment period a written invoice for that part of the Work that has been completed with the required associated backup and a listing of material that was delivered to the Work site but not incorporated into the Work during that payment period. The Contractor's official invoice shall include, as a minimum;

<p>4.2.1 a full description of the Work and materials, the Contract number, the Contractor's GST Registration Number, and the dollar values as follows: Sub-total #1 (invoice amount without GST), the Holdback amount, Sub-total #2 (which is Sub-total #1 less the Holdback amount), and the Grand Total (which is Sub-total #2 plus GST).</p>

- 4.3 The Representative, as designated by the Government of Nunavut, will, not later than ten days after receipt of the invoice referred to in TP4.2:
- 4.3.1 inspect or otherwise satisfy themselves that the part of the Work and the materials described in the invoice have been provided in a satisfactory manner (an inspection may be carried out by either a Representative designated by the Government of Nunavut, or its' consultant), and
 - 4.3.2 coordinate with the Contractor to resolve any disagreements on the content and amount of the invoice (obtaining a corrected invoice from the Contractor if changes are required), and
 - 4.3.3 complete a Request for Contact Payment (RCP), indicating on it the date that the Contractor's invoice was approved, and
 - 4.3.4 send to the Government of Nunavut, Community & Government Services (CGS) finance section the original invoice that has been agreed upon along with a Request for Contact Payment (RCP) signed by the Representative, as designated by the Government of Nunavut, (and CGS Regional Project Manager or the Regional Director depending on the signing authority of these persons) and a copy of the CGS Major Works Contract Payment Check List with the appropriate sections filled out.
 - 4.3.5 In addition, the Representative, as designated by the Government of Nunavut, will send a copy of the agreed invoice and the RCP to the Contractor.
- 4.4 Subject to TP1, the Government of Nunavut, will pay the Contractor in accordance with the amounts stipulated hereunder:
- 4.4.1 an amount that is equal to 95% of the value that is indicated in that invoice if a performance bond and a labour and material payment bond has been furnished by the Contractor in accordance with GC57, or;
 - 4.4.2 an amount that is equal to 90% of the value that is indicated in that invoice if a security deposit has been furnished by the Contractor in accordance with GC57.
- 4.5 Payments to Nunavut Businesses or Inuit Firms, as defined by the GN's Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy), will become due and payable 20 days after receipt of the invoice, provided the invoice is approved by the designated Representative as specified in TP4.3. Payments to other Contractors will become due and payable 30 days after approval of the invoice by the designated Representative as specified in TP4.3.
- 4.6 Subject to TP1, TP3 and TP4.3, the Government of Nunavut will, not later than 20 days for Nunavut Businesses or Inuit Firms as defined in the NNI Policy or 30 days for other Contractors after the date of issue of a Certificate of Substantial Completion referred to in TP4.7.1, pay the Contractor the amount referred to in TP1 less the aggregate of;
- 4.6.1 the sum of all payments that were made pursuant to TP4.4,
 - 4.6.2 an amount that is equal to the Government of Nunavut's estimate of the cost to the Government of Nunavut of rectifying defects described in the Substantial Certificate of Completion, and
 - 4.6.3 an amount that is equal to the Representative's estimate of the cost to the Government of Nunavut of completing the parts of the Work described in the Substantial Certificate of Completion other than the defects referred to in TP4.6.2.
- 4.7 It is a condition precedent to the Government of Nunavut's obligation under TP4.6 that:
- 4.7.1 the Contractor has made and delivered to the Government of Nunavut's Representative a statutory declaration described in TP4.10 in respect of a Substantial Certificate of Completion referred to in GC43.2, and

4.7.2 the Contractor has complied with the various requirements to provide Inuit Local and Nunavut Employment and involvement reports as set out in this contract.

4.8 Subject to TP1, TP3 and TP4.9, the Government of Nunavut will, not later than 20 days for Nunavut Businesses or Inuit Firms as defined in the NNI Policy or 30 days for other Contractors after the date of issue of a Final Certificate of Completion referred to in GC43.1, pay the Contractor the amount referred to in TP1 less the aggregate of:

4.8.1 the sum of all payments that were made pursuant to TP4.4, and;

4.8.2 the sum of all payments that were made pursuant to TP4.6.

4.9 It is a condition precedent to the Government of Nunavut's obligation under TP4.8 that the Contractor has made and delivered, to the Government of Nunavut's Representative, a statutory declaration as described in TP4.10 in respect of a Final Certificate of Completion referred to in GC443.1.

4.10 A statutory declaration referred to in TP4.7 and TP4.9 shall be submitted on the attached 'Certificate of Completion Statutory Declaration' Form, attached as pages 4 & 5 herein.

TP5 PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON THE GOVERNMENT OF NUNAVUT

5.1 Neither a RCP referred to in TP4.3 nor any payment made by the Government of Nunavut, pursuant to these Terms of Payment shall be construed as an admission by the Government of Nunavut, that the Work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

TP6 RIGHT OF SET-OFF

6.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract, the Government of Nunavut, may set-off any amount payable to the Government of Nunavut by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract or under any current contract.

6.2 For the purposes of this Terms of Payment document, "current contract", means a contract between the Government of Nunavut and the Contractor;

6.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or;

6.2.2 in respect of which the Government of Nunavut has, since the date on which the Articles of Agreement were made, exercised any right to take the work that is subject of the contract out of the Contractor's hands.

TP7 PAYMENT IN EVENT OF TERMINATION

7.1 If the contract is terminated pursuant to GC40, the Government of Nunavut, will pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

Certificate of Completion
STATUTORY DECLARATION

THE MATTER OF a contract bearing

between the Government of Nunavut and

(Insert full name of contractor)

herein the Contractor,

for

(briefly describe the work to be performed)

dated the _____ day of _____, _____

and

IN THE MATTER OF the Certificate of Completion relating thereto

TO WIT:

I, _____ of _____
(print or type full name of declarant) (declarant's city of residence)

DO SOLEMNLY DECLARE:

(1) That I am

(print or type declarant's position or title with the Contractor or state that the declarant is the Contractor)

And as such have a personal knowledge of the said contract and of the facts and matters stated herein.

- (2) That all assessments and levies under The Unemployment Insurance Act, The Workers' Compensation Act or other social or labour legislation in respect of the said contract have been fully paid:
- (3) That all subcontractors, labourers and suppliers of materials and equipment whatsoever who have entered into agreements to supply goods or services which have been incorporated into the construction of this project have been fully paid except for contractual holdbacks and the further amount(s), if any, which is (are) listed below which is (are) being withheld from the subcontractor(s) listed herein, due to legitimate dispute(s) arising out of the performance, or lack of performance, of the work by the listed subcontractor(s).

Amount(s) in Dispute

Subcontractor(s)

and Being Withheld

and the following amounts, if any, which are being withheld pending payment to the Contractor by the Government of Nunavut.

Subcontractor(s)	Amount(s) Being Withheld
_____	_____
_____	_____
_____	_____

And I make this SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the LAWS OF CANADA and NUNAVUT.

DECLARED before me at _____ this _____ day of _____.

_____ (Signature of Declarant)

_____ (Signature of person before whom declaration is made)

_____ (Print name of person before whom declaration is made)

A Notary Public, Commissioner, etc. _____

(please state clearly authority for receiving solemn declarations - notaries to affix notary seal)

NOTE 1 Where the Contractor is a corporation or a partnership, declarant's position in the corporation or partnership, and the corporation or partnership name should be clearly shown in No. 1.

NOTE 2. Where the Contractor is an individual, that person must make the declaration. Where the Contractor is a partnership the declaration must be made by one of the partners. Where the Contractor is an incorporated company, the declaration must be made by the President, Vice-President, Secretary Treasurer or a Director. If any other person makes the declaration, two copies of the by-law issued under the corporation seal, authorizing the individual to execute documents must be submitted with the first declaration of each contract.

If this declaration is not complete in every detail, it will be returned for completion and payment will be delayed.

The following section of the Criminal Code of Canada is hereby brought to the attention of the Declarant:

122. Everyone who, not being a witness in a judicial proceeding but being permitted, authorized or required by law to make a statement by affidavit, by solemn declaration or orally under oath, makes in such statement, before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offense and is liable to imprisonment for fourteen years.

122.1 (1) Everyone who, not being specially permitted, authorized or required by law to make a statement by affidavit, by solemn declaration or orally under oath, makes in such a statement, before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offense punishable on summary conviction."



Nunavut

Community & Government Services

Schedule of Local, Inuit and Nunavut Values (As per General Condition 52.2)

Name of Contractor/SubContractor/Supplier:	Project Title: Water Supply Filtration System	Location: Arviat
Start Up Date:		

	April			May			June			July			August			September		
	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut
Labour																		
Other																		
Total																		

	October			November			December			January			February			March		
	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut	Local	Inuit	Nunavut
Labour																		
Other																		
Total																		

Construction Year _____ / _____				<p>Notes: This form will be given to the Contractor at the Pre-Construction meeting.</p> <p>The Owner requires the anticipated total monthly value of all Local, Inuit and Nunavut labour and Other content to provide a benchmark for compliance. This information is to be submitted prior to release of the first payment. "Other" means Goods & Services excluding Labour.</p> <p>The total of all monthly estimates should equal the total value shown on the submitted Appendix B-2 forms. Failure to meet Appendix B-2 Local, Inuit and Nunavut expenditures may result in penalties as stated in General Condition 55. Also refer to GC55 for allowable revisions to Inuit, Nunavut, Local and Other Content.</p>
Totals	Local	Inuit	Nunavut	
Labour				
Other				
Total				

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GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract

- 1.1.1 where reference is made to a part of the Contract by means of numbers preceded by letters, the reference shall be construed to be a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
- 1.1.2 "Contract" is the undertaking by the parties to this Agreement to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.
- 1.1.3 "Contract Documents" means all of those documents listed in Appendix A of the Tender Documents and Article A1.1.2 of the Articles of Agreement.
- 1.1.4 "contract security" means any security given by the Contractor to the Owner in accordance with the contract.
- 1.1.5 "Engineer" means the officer or employee of the Owner who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the contract.
- 1.1.6 "material" includes all commodities, articles and things required to be furnished by or for the Contractor under the contract for incorporation into the work.
- 1.1.7 "person" includes, unless the context otherwise requires, a partnership, proprietor-ship, firm, joint venture, consortium and a corporation.
- 1.1.8 "plant" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the contract.
- 1.1.9 "Project" means the total undertaking contemplated by the Owner of which the Work may be the whole or a part.
- 1.1.10 "subcontractor" means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the work.
- 1.1.11 "substantial performance" as defined in the lien legislation applicable to the Place of Work. If such legislation is not in force, is not applicable or does not contain such definition, substantial performance shall have been reached when Work is ready for use or is being used for the purpose intended and is so certified by the Engineer.
- 1.1.12 "superintendent" means the employee of the Contractor who is designated by the Contractor to act pursuant to GC18.
- 1.1.13 "work" includes, subject only to any express stipulation in the contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the contract.

1.2 The division into sections, the table of contents, and the headings in the contract documents, other than in the Plans and Specifications, form no part of the contract but are inserted for convenience of reference only.

1.3 In interpreting the contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.

1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between

- 1.4.1 the Plans and Specifications, the Specifications govern;
- 1.4.2 the Plans, the Plans drawn with the largest scale govern, and
- 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.
- 1.5 Any reference to a statutory provision shall include any subordinate legislation made and from time-to-time amended, extended or re-enacted.
- 1.6 This Agreement shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada as applicable therein.
- 1.7 Unless otherwise indicated, all dollar amounts referred to in the Agreement are in lawful money of Canada.
- 1.8 In any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect. In the event any provision of this Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 1.9 Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 1.10 The Contractor shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, the Contractor shall at its sole expense comply with all unemployment insurance, Worker's Compensation, income tax, payroll tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.

GC2 SUCCESSORS AND ASSIGNS

- 2.1 The contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 ASSIGNMENT OF CONTRACT

- 3.1 The contract may not be assigned by the Contractor, either in whole or in part without the written consent of the Owner.

GC4 SUBCONTRACTING BY CONTRACTOR

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the work so long as such subcontracting is consistent with the information provided on Appendix B-1 and B-2 of the Tender.
- 4.2 The Contractor shall notify the Engineer of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract. The Contractor shall invite Nunavut, Inuit and/or Local companies to bid on subcontracts where the Contractor is not already using Nunavut, Inuit and/or Local companies as subcontractors.
- 4.4 The Engineer may, within six days of receipt by him of a notification referred to in GC4.2, object to the intended subcontracting.

- 4.5 If the Engineer objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.
- 4.6 The Contractor shall not, without the written consent of the Owner change a subcontractor who has been engaged by him in accordance with this General Condition and the tender form, and if any changes are made without consent, the contract may be terminated at the option of the Owner.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this contract that are of general application.
- 4.8 Neither a subcontracting nor the Engineer's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon the Owner.

GC5 AMENDMENTS

- 5.1 No amendment or change in any of the provisions of the contract shall have any force or effect until it is reduced to writing.

GC6 NO IMPLIED OBLIGATIONS

- 6.1 No implied terms or obligations of any kind by or on behalf of the Owner shall arise from anything in the contract and the express covenants and agreements therein contained and made by the Owner are the only covenants and agreements upon which any rights against the Owner are to be founded.
- 6.2 The contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work that was made prior to the date of the contract.

GC7 TIME OF ESSENCE

- 7.1 Time is of the essence of the contract.

GC8 INDEMNIFICATION BY CONTRACTOR

- 8.1 The Contractor shall indemnify and save the Owner harmless from and against all claims, demands, losses, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, and subcontractors in performing the work including an infringement or an alleged infringement of patent of invention or any kind of intellectual property.
- 8.2 For the purposes of GC8.1, "activities" includes but is not limited to any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 INDEMNIFICATION BY THE OWNER

- 9.1 The Owner shall, subject to any law that affects the Owner's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to
- 9.1.1 lack of or a defect in the Owner's title to the work site whether real or alleged; or
- 9.1.2 an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the contract employing a model, plan or design or any other thing related to the work that was supplied by the Owner to the Contractor.

GC10 NOTICES TO CONTRACTOR

- 10.1 Notices for the purposes of GC37.1.1, GC39 and GC40 shall be in writing and shall be given
- 10.1.1 by delivering the notice to the Contractor in person or, if the Contractor is a partnership, firm, joint venture consortium or corporation, to a senior administrative or executive officer thereof, or
 - 10.1.2 by mailing the notice to the Contractor at his address set out in the Articles of Agreement.
- 10.2 A notice referred to in GC10.1 shall be deemed to have been received by the Contractor
- 10.2.1 if it was delivered pursuant to GC10.1.1, on the day that it was delivered, and
 - 10.2.2 if it was sent by mail pursuant to GC10.1.2, on the earlier of the day it was received by the Contractor and the sixth day after it was mailed.
- 10.3 Any notice, consent, order, direction, decision, or other communication, other than a notice referred to in GC10.1, that may be given to the Contractor pursuant to the contract may be given in any manner, but it shall be deemed to have been received by the contractor, if it is in writing.
- 10.3.1 on the day that it was delivered to the superintendent, or
 - 10.3.2 on the sixth day after it was mailed to the Contractor at his address set out in the Articles of Agreement.
- 10.4 Where the postal service is disrupted by a strike, a notice, consent, order, direction, decision or other communication may be given to the Contractor by facsimile and shall be deemed to have been received by the Contractor twenty-four hours after it was transmitted.

GC11 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE OWNER

- 11.1 Subject to GC11.2, the Contractor is liable to the Owner for any loss or damage to material, plant or real property that is supplied or placed in the care, custody and control of the contractor by the Owner for use in connection with the contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 11.2 The Contractor is not liable to the Owner for any loss or damage to material, plant or real property referred to in GC11.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 11.3 The Contractor shall not use any material, plant or real property referred to in GC11.1 except for the purpose of performing this contract.
- 11.4 When the Contractor fails to make good any loss or damage for which he is liable under GC11.1 within a reasonable time after being required to so by the Engineer, the Engineer may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to the Owner for the cost thereof and shall, on demand, pay to the Owner an amount equal to that cost.
- 11.5 The Contractor shall keep such records of all material, plant and real property referred to in GC11.1 as the Engineer from time to time requires and shall satisfy the Engineer, when requested, that such material, plant and real property are at the place and in the condition in which they ought to be.

GC12 MATERIAL, PLANT AND REAL PROPERTY BECOME THE PROPERTY OF THE OWNER

- 12.1 All material and plant and the interest of the Contractor in all real property, licenses, powers and privileges acquired, used or provided by him for the contract shall, from the time of their acquisition, use or provision, be the property of the Owner for the purposes of the work and they shall continue to be the property of the Owner

- 12.1.1 in the case of material, until the Engineer indicates that he is satisfied that it will not be required for the work; and
- 12.1.2 in the case of plant, real property, licenses, powers and privileges, until the Engineer indicates that he is satisfied that the interest vested in the Owner therein is no longer required for the purposes of the work.
- 12.2 Material or plant that is the property of the Owner by virtue of GC12.1 shall not be taken away from the work site or used or disposed of except for the purposes of the work without the written consent of the Engineer.
- 12.3 The Owner is not liable for loss of or damage from any cause to the material or plant referred to in GC12.1 and the Contractor is liable for such loss or damage notwithstanding that the material or plant is the property of the Owner

GC13 MUNICIPAL PERMITS

- 13.1 The Contractor shall, within 30 days after the date of the contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the work were being performed for a person other than the Owner
- 13.2 Within 10 days of making a tender pursuant to GC13.1, the Contractor shall notify the Engineer of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 13.3 If the municipal authority does not accept the amount tendered pursuant to GC13.1, the Contractor shall pay that amount to the Owner within 6 days after the time stipulated in GC13.2.
- 13.4 For the purposes of GC13.1, to GC13.3, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the work if the owner were not the Owner.

GC14 PERFORMANCE OF WORK UNDER DIRECTION OF ENGINEER

- 14.1 The Contractor shall
 - 14.1.1 permit the Engineer to have access to the work and its site at all times during the performance of the contract;
 - 14.1.2 furnish the Engineer with such information respecting the performance of the contract as he may require; and
 - 14.1.3 give the Engineer every possible assistance to enable the Engineer to carry out his duty to see that the work is performed in accordance with the contract and to carry out any other duties and exercise any powers specially imposed or conferred on the Engineer under the contract.

GC15 COOPERATION WITH OTHER CONTRACTORS

- 15.1 Where, in the opinion of the Engineer, it is necessary that other contractors or workers with or without plant and material, be sent onto the work or its site, the Contractor shall, to the satisfaction of the Engineer, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 15.2 The Owner shall pay the Contractor the cost calculated in accordance with GC46 to GC49, of the extra labour, plant and material that was necessarily incurred if:
 - 15.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC15.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract;

and

15.2.2 the Contractor incurs, in the opinion of the Engineer, extra expense in complying with GC15.1;

and

15.2.3 the Contractor has given the Engineer written notice of his claim for the extra expense referred to in GC15.2.2 within 10 days of the date that the other contractors or workers were sent onto the work or its site.

GC16 EXAMINATION OF WORK

16.1 If, at any time after the commencement of the work but prior to the expiry of the warranty period, the Engineer has reason to believe that the work or any part thereof has not been performed in accordance with the contract, the Engineer may have that work examined by an expert of his choice.

16.2 If, as a result of an examination of the work referred to in GC16.1, it is established that the work was not performed in accordance with the contract, then, in addition to and without limiting or otherwise affecting any of the Owner's rights and remedies under the contract either at law or in equity, the Contractor shall pay the Owner, on demand, all reasonable costs and expenses that were incurred by the Owner in having that examination performed.

GC17 CLEARING OF SITE

17.1 The Contractor shall maintain the work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Engineer.

17.2 Before the issue of a Certificate of Substantial Completion referred to in GC43.2, the Contractor shall remove all the plant and material not required for the performance of the remaining work, and all waste material and other debris, and shall cause the work and its site to be clean and suitable for occupancy or use by the Owner's servants, unless otherwise stipulated in the contract. The Contractor shall, as directed by the owner, take down all signs erected during construction.

17.3 Before the issue of a final certificate referred to in GC43.1, the Contractor shall remove from the work and its site all of the surplus plant and material and any waste material and other debris.

17.4 The Contractor's obligations described in GC17.1 to GC17.3 do not extend to waste material and other debris caused by the Owner's servants or contractors and workers referred to in GC15.1.

GC18 CONTRACTOR'S SUPERINTENDENT

18.1 The Contractor shall, forthwith upon the award of the contract, designate a Superintendent.

18.2 The Contractor shall forthwith notify the Engineer of the name, address and telephone number of a superintendent designated pursuant to GC18.1.

18.3 A superintendent designated pursuant to GC18.1 shall be in full charge of the site of the work and the operations of the Contractor, his servants, agents, and subcontractors in the performance of the work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the contract.

18.4 The Contractor shall, until the work has been completed, keep a competent superintendent at the work site during working hours.

- 18.5 The Contractor shall, upon the request of the Engineer, remove any superintendent who, in the opinion of the Engineer, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Engineer.
- 18.6 Subject to GC18.5, the Contractor shall not substitute a superintendent without the written consent of the Engineer.
- 18.7 A breach by the Contractor of GC18.6 entitles the Engineer to refuse to issue any certificate referred to in GC43 until the superintendent has returned to the work site or another superintendent who is acceptable to the Engineer has been substituted.

GC19 NATIONAL SECURITY

- 19.1 If the Owner is of the opinion that the work is of a class or kind that involves the national security, he may order the Contractor
- 19.1.1 to provide him with any information concerning persons employed or to be employed by him for purposes of the contract; and
 - 19.1.2 to remove any person from the work and its site if, in the opinion of the Owner, that person may be a risk to the national security.
- 19.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the contract, make provision for his performance of any obligation that may be imposed upon him under GC18 to GC20.
- 19.3 The Contractor shall comply with an order of the Owner under GC19.1.

GC20 UNSUITABLE WORKERS

- 20.1 The Contractor shall, upon the request of the Engineer, remove any person employed by him for purposes of the contract who, in the opinion of the Engineer, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the work site.

GC21 INCREASED OR DECREASED COSTS

- 21.1 The amount set out in the Articles of Agreement shall not be increased or decreased by reason of any increase or decrease in the cost of the work that is brought about by an increase or decrease in the cost of labour, plant or material or the wage rates set out in or prescribed pursuant to the Labour Conditions.
- 21.2 Notwithstanding GC21.1, and GC34, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC21.3, if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff.
- 21.2.1 occurs after the date of the submission by the Contractor of his tender for the contract.
 - 21.2.2 applies to material, and
 - 21.2.3 affects the cost to the Contractor of that material.
- 21.3 If a change referred to in GC21.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC50 to be the increase or decrease in the cost incurred that is directly attributable to that change.

- 21.4 For the purpose of GC21.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Owner of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

GC22 LABOUR AND MATERIAL

- 22.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC23 PROTECTION OF WORK AND DOCUMENTS

- 23.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, information, material, plant and real property, whether or not they are supplied by the Owner to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Owner, except as may be essential for the performance of the work.
- 23.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Engineer to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 23.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Owner to inspect or to take security measures in respect of the work and its site.
- 23.4 The Engineer may direct the Contractor to do such things and to perform such additional work as the Engineer considers reasonable and necessary to ensure compliance with or to remedy a breach of GC23.1 to GC23.3.

GC24 PUBLIC CEREMONIES AND SIGNS

- 24.1 The Contractor shall not permit any public ceremony in connection with the work without the prior consent of the Owner.
- 24.2 The Contractor shall not erect or permit the erection of any sign or advertising on the work or its site without the prior consent of the Engineer.

GC25 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

- 25.1 The Contractor shall, at his own expense, do whatever is necessary to ensure that:
- 25.1.1 no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the contract.
 - 25.1.2 pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work or plant;
 - 25.1.3 fire hazards in or about the work or its site are eliminated and, subject to any direction that may be given by the Engineer, any fire is promptly extinguished.
 - 25.1.4 the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
 - 25.1.5 adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work;

- 25.1.6 adequate sanitation measures are taken in respect of the work and its site; and
- 25.1.7 all stakes, buoys and marks placed on the work or its site by or under the authority of the Engineer are protected and are not removed, defaced, altered or destroyed.

Without limiting any of the foregoing, the Contractor shall take all actions required or necessary to ensure compliance by all persons employed in the performance of the work or at the site of the work, including the employees of the Contractor and sub-contractors and their employees, with the *Consolidation of Safety Act*, R.S.N.W.T. 1988, c.S-1 and any regulations thereunder.

- 25.2 The Engineer may direct the Contractor to do such things and to perform such additional work as the Engineer considers reasonable and necessary to ensure compliance with or to remedy a breach of GC25.1.
- 25.3 The Contractor shall, at his own expense, comply with a direction of the Engineer made under GC25.2.

GC26 INSURANCE

- 26.1 The Contractor shall, at his own expense, maintain insurance contracts in respect of the work
 - 26.1.1 with insurance companies approved by the Owner, companies must comply with the Insurance Act for Nunavut, and
 - 26.1.2 that are in a form, of the nature, in the amounts, for the periods and containing the terms and conditions, if any, specified in GC58, GC59, GC60, GC61 and GC62.

GC27 INSURANCE PROCEEDS

- 27.1 If the work or any part thereof is lost, damaged or destroyed and monies are paid to the Owner in respect of that loss, damage or destruction under an insurance contract maintained by the Contractor pursuant to GC26, the monies shall be held by the Owner for the purposes of the contract.
- 27.2 The Owner may elect to retain the monies referred to in GC27.1 and in that event the monies belong to the Owner absolutely.
- 27.3 If an election is made pursuant to GC27.2, the Owner may cause an audit to be made of the accounts of the Contractor and of the Owner in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
 - 27.3.1 the aggregate of the amount of the loss or damage suffered or sustained by the Owner, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the Contractor to the Owner under the contract, minus any monies retained pursuant to GC27.2 and
 - 27.3.2 the aggregate of the amounts payable by the Owner to the Contractor pursuant to the contract up to the date of the loss or damage.
- 27.4 A difference that is established pursuant to GC27.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 27.5 When payment of a deficiency has been made pursuant to GC27.4, all rights and obligations of the Owner and the Contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in GC27.3, be deemed to have been expended and discharged.
- 27.6 If an election is not made pursuant to GC27.2, the Contractor shall, subject to GC27.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.

- 27.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC27.6, the Owner shall pay him out of the monies referred to in GC27.1 so far as they will thereunto extend.
- 27.8 Subject to GC27.7, payment to the Owner pursuant to GC27.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

GC28 CONTRACT SECURITY

- 28.1 The Contractor shall obtain and deliver contract security to the Engineer in accordance with the provisions of GC56 and GC57.
- 28.2 If the whole or a part of the contract security referred to in GC28.1 is in the form of a security deposit, it shall be held and disposed of in accordance with GC42 and GC44.
- 28.3 If a part of the contract security referred to in GC28.1 is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond on the work site.

GC29 CHANGES IN THE WORK

- 29.1 Subject to GC5, the Engineer may, at any time before he issues his Final Certificate of Completion:
- 29.1.1 order work or material in addition to that provided for in the Plans and Specifications; and
 - 29.1.2 dispense with or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC29.1.1, if that additional work or material dispensation, or change is, in his opinion, consistent with the general intent of the original contract.
- 29.2 The Contractor shall perform the work in accordance with such order, dispensations and changes that are made by the Engineer pursuant to GC29.1 from time to time as if they had appeared in and been part of the Plans and Specifications.
- 29.3 The Engineer shall determine whether or not anything done or omitted by the Contractor pursuant to an order, dispensation or change referred to in GC29.1 increased or decreased the cost of the work to the Contractor.
- 29.4 If the Engineer determines pursuant to GC29.3 that the cost of the work to the Contractor has been increased, the Owner shall pay the Contractor the increased cost of the labour, plant and material that he necessarily incurred calculated in accordance with GC46 to GC49.
- 29.5 If the Engineer determines pursuant to GC29.3 that the cost of the work to the Contractor has been decreased, the Owner may reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost of the labour, plant and material that was incurred calculated in accordance with GC46 to GC49.
- 29.6 An order, dispensation or change referred to in GC29.1 shall be in writing, signed by the Engineer and given to the Contractor in accordance with GC10.

GC30 INTERPRETATION OF CONTRACT BY ENGINEER

- 30.1 If, at any time before the Engineer has issued a Final Certificate of Completion referred to in GC43.1, any

question arises between the parties about whether anything has been done as required by the contract or about what the Contractor is required by the contract to do, and, in particular but without limiting the generality of the foregoing, about

- 30.1.1 the meaning of anything in the Plans and Specifications,
- 30.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention,
- 30.1.3 whether or not the quality or quantity of any material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the contract,
- 30.1.4 whether or not the labour, plant or material provided by the Contractor for performing the work and carrying out the contract are adequate to ensure that the work will be performed in accordance with the contract and that the contract will be carried out in accordance with its terms,
- 30.1.5 what quantity of any kind of work has been completed by the Contractor, or
- 30.1.6 the timing and scheduling of the various phases of the performance of the work,

the question shall be decided by the Engineer whose decision shall be final and conclusive in respect of the work.

- 30.2 The Contractor shall perform the work in accordance with any decisions of the Engineer that are made under GC30.1 and in accordance with any consequential directions given by the Engineer.

GC31 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 31.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense, rectify and make good any defect or fault that appears in the work or comes to the attention of the Owner within 12 months from the date of the Substantial Completion referred to in GC43.2.
- 31.2 The Engineer may direct the Contractor to rectify and make good any defect or fault referred to in GC31.1 or covered by any other expressed or implied warranty or guarantee.
- 31.3 A direction referred to in GC31.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC10.3.
- 31.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC31.2 within the time stipulated therein.

GC32 NON-COMPLIANCE BY CONTRACTOR

- 32.1 If the Contractor fails to comply with any decision or direction given by the Engineer pursuant to GC17, GC23, GC25, GC30 or GC31, the Engineer may employ such methods as he deems advisable to do that which the Contractor failed to do.
- 32.2 The Contractor shall, on demand, pay the Owner an amount that is equal to the aggregate of all costs, expenses and damage incurred or sustained by the Owner by reason of the Contractor's failure to comply with any decision or direction referred to in GC32.1, including the cost of any methods employed by the Engineer pursuant to GC32.1.

GC33 PROTESTING ENGINEER'S DECISIONS

- 33.1 The Contractor may, within ten (10) days after the communication to him of any decision or direction referred to in GC32.1, protest that decision or direction.
- 33.2 A protest referred to in GC33.1 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to the Owner by delivery to the Engineer.
- 33.3 If the Contractor gives a protest pursuant to GC33.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction or prevent the Contractor from taking whatever lawful action he considers appropriate in the circumstances.
- 33.4 The giving of a protest by the Contractor pursuant to GC33.2 shall not relieve him from complying with the decision or direction that is the subject of the protest.
- 33.5 Subject to GC33.6, the Contractor shall take any action referred to in GC33.3 within three months after the date that a Final Certificate of Completion is issued under GC43.1 and not afterwards.
- 33.6 The Contractor shall take any action referred to in GC33.3, resulting from a direction under GC31 within three months after the expiry of a warranty or guarantee period and not afterwards.
- 33.7 Subject to GC33.8, if the Owner determines that the Contractor's protest is justified, the Owner shall pay the Contractor the cost of the additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 33.8 Costs referred to in GC33.7 shall be calculated in accordance with GC47 to GC49.

GC34 CHANGES IN SOIL CONDITIONS AND NEGLIGENCE OR DELAY BY THE OWNER

- 34.1 Subject to GC34.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by the Owner to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 34.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to
- 34.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or
 - 34.2.2 any neglect or delay that occurs after the date of the contract on the part of the Owner in providing any information or in doing any act that the contract either expressly requires the Owner to do or that would ordinarily be done by an owner in accordance with the usage of the trade.
- He shall, within ten days of the date that an event described in GC34.2.1 or GC34.2.2 occurred, give the Engineer written notice of the event and of his intention to claim for that extra expense or that loss or damage.
- 34.3 When the Contractor has given a notice referred to in GC34.2, he shall give the Engineer a written claim for extra expense or loss or damage within 30 days of the date that a Final Certificate of Completion referred to in GC43.1 is issued and not afterwards.

- 34.4 A written claim referred to in GC34.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Engineer to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Engineer requires from time to time.
- 34.5 If the Engineer determines that a claim referred to in GC34.3 is justified, the Owner may make an extra payment to the Contractor in an amount that is calculated in accordance with GC46 to GC49.
- 34.6 If, in the opinion of the Engineer, an occurrence described in GC34.2.1 results in a saving of expenditure by the Contractor in performing the contract, the amount set out in the Articles of Agreement shall, subject to the GC34.7, be reduced by an amount that is equal to the saving.
- 34.7 The amount of the saving referred to GC34.6 shall be determined in accordance with GC46 to GC49.
- 34.8 If the Contractor fails to give a notice referred to in GC34.2 and a claim referred to in GC34.3 within the times stipulated, an extra payment should not be made to him in respect of the occurrence.

GC35 EXTENSION OF TIME

- 35.1 Subject to GC35.2, the Engineer may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the work or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date, if in his opinion, causes beyond the control of the Contractor have delayed its completion.
- 35.2 An application referred to in GC35.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

GC36 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 36.1 For the purposes of this General Condition
- 36.1.1 the work shall be deemed to be completed on the date that a Substantial Certificate of Completion referred to in GC43.2 is issued, and
- 36.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day within a period of extension granted pursuant to GC35.1, and any other day on which, in the opinion of the Engineer, completion of the work was delayed for reasons beyond the control of the Contractor.
- 36.2 If the Contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay the Owner an amount equal to the aggregate of
- 36.2.1 all salaries, wages, and travelling expenses incurred by the Owner in respect of persons overseeing the performance of the work during the period of delay,
- 36.2.2 the cost incurred by the Owner as a result of the liability to use the completed work for the period of delay; and
- 36.2.3 all other expenses and damages incurred or sustained by the Owner during the period of delay as a result of the work not being completed by the day fixed for its completion.
- 36.3 The Owner may waive its right to the whole or any part of the amount payable by the Contractor pursuant to GC36.2 if, in the opinion of the Owner, it is in the public interest to do so.

GC37 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 37.1 The Owner may, at its sole discretion, take all or any part of the work out of the Contractor's hands, and may employ such means as he sees fit to have the work completed if the Contractor
- 37.1.1 has not, within six days after receiving notice given by the Owner or the Engineer in accordance with GC10.1, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the Engineer;
 - 37.1.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;
 - 37.1.3 has become insolvent;
 - 37.1.4 has committed an act of bankruptcy;
 - 37.1.5 has abandoned the work;
 - 37.1.6 has made an assignment of the contract without the consent required by GC3.1; or
 - 37.1.7 has otherwise failed to observe or perform any of the provisions of the contract.
- 37.2 If the whole or any part of the work is taken out of the Contractor's hands pursuant to GC37.1;
- 37.2.1 the Contractor's right to any further payment that is due or accruing due under the contract is, subject only to GC37.4, extinguished, and
 - 37.2.2 the Contractor is liable to pay the Owner, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by the Owner in respect of the Contractor's failure to complete the work.
- 37.3 If the whole or any part of the work that is taken out of the Contractor's hands pursuant to GC37.1 is completed by the Owner, the Engineer shall determine the amount, if any, of a holdback or a progress claim that had accrued and was due prior to the date on which the work was taken out of the Contractor's hands and that is not required for the purposes of having the work performed or of compensating the Owner for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 37.4 The Owner may pay the Contractor the amount determined not to be required pursuant to GC37.3.

GC38 EFFECT OF TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 38.1 The taking of the work or any part thereof out of the Contractor's hands pursuant to GC37 does not operate so as to relieve or discharge him from any obligation under the contract or imposed upon him by law except the obligation to complete the performance of that part of the work that was taken out of his hands.
- 38.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC37, all plant and material and the interest of the Contractor in all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of the Owner without compensation.
- 38.3 When the Engineer certifies that any plant, material, or any interest of the Contractor referred to in GC38.2 is no longer required for the purposes of the work, or that it is not in the interests of the Owner to retain that plant, material, or interest, it shall revert to the Contractor.

GC39 SUSPENSION OF WORK

- 39.1 The Owner may, when in his opinion it is in the public interest to do so, require the Contractor to suspend performance of the work either for a specified or an unspecified period by giving a notice of suspension to the Contractor in accordance with GC10.
- 39.2 When a notice referred to in GC39.1 is received by the Contractor in accordance with GC10 he shall suspend all operations in respect of the work except those that, in the opinion of the Engineer, are necessary for the care and preservation of the work, plant and material.
- 39.3 The Contractor shall not, during a period of suspension, remove any part of the work, plant or material from its site without the consent of the Engineer.
- 39.4 If a period of suspension is 30 days or less, the Contractor shall, upon the expiration of that period resume the performance of the work and he is entitled to be paid the extra cost, calculated in accordance with GC47 to GC49, of any labour, plant and material necessarily incurred by him as a result of the suspension.
- 39.5 If, upon the expiration of a period of suspension of more than 30 days, the Owner and the Contractor agree that the performance of the work will be continued by the Contractor, the Contractor shall resume performance of the work subject to any terms and conditions agreed upon by the Owner and the Contractor.
- 39.6 If, upon the expiration of a period of suspension of more than 30 days, the Owner and the Contractor do not agree that performance of the work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC40.

GC40 TERMINATION OF CONTRACT

- 40.1 The Owner may terminate the contract at any time by giving a notice of termination to the Contractor in accordance with GC10.1.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC10, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.
- 40.3 If the contract is terminated pursuant to GC40.1, the Owner shall pay the Contractor, subject to GC40.4, an amount equal to
- 40.3.1 the cost to the Contractor of all labour, plant and material supplied by him under the contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated, in the contract, or
- 40.3.2 the lesser of
- 40.3.2.1 an amount, calculated in accordance with the Terms of Payment, that would have been payable to the Contractor had he completed the work, and
- 40.3.2.2 an amount that is determined to be due to the Contractor pursuant to GC48 in respect of a contract or part thereof for which a Fixed Price Arrangement is stipulated in the contract
- less the aggregate of all amounts that were paid to the Contractor by the Owner and all amounts that are due to the Owner from the Contractor pursuant to the contract.
- 40.4 If the Owner and the Contractor are unable to agree about an amount referred to in GC40.3 that amount shall be determined by the method referred to in GC49.

GC41 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

- 41.1 The Owner may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a subcontractor arising out of the performance of the contract, pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obligees of and the claimants against the Contractor or subcontractor.
- 41.2 A payment made pursuant to GC41.1, is to the extent of the payment, a discharge of the Owner's liability to the Contractor under the contract and may be deducted from an amount payable to the Contractor under the contract.
- 41.3 To the extent that the circumstances of the work being performed for the Owner permit, the Contractor shall comply with all laws in force in Nunavut relating to payment periods, mandatory holdbacks, and creation and enforcement of mechanics' liens.
- 41.4 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires the Owner to pay the Contractor.
- 41.5 The Contractor shall, whenever requested to do so by the Engineer, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC41.4.
- 41.6 GC41.1 shall only apply to claims and obligations that have been received by the Engineer in writing before payment to the Contractor pursuant to TP4.8 and within 120 days after a claimant
- 41.6.1 should have been paid in full under his contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 41.6.2 performed the last of the service, work or labour, or furnished the last of the material pursuant to his contract with the Contractor or subcontractor, where the claim is not for money referred to in GC41.6.1.
- 41.7 No interest will be paid to the Contractor on any monies withheld pursuant to GC41 due to a Contractor or subcontractor's claim for non-payment.

GC42 SECURITY DEPOSIT - FORFEITURE OR RETURN

- 42.1 The Owner may convert the security deposit, if any, to its own use, if
- 42.1.1 the work is taken out of the Contractor's hands pursuant to GC37;
- 42.1.2 the contract is terminated pursuant to GC40; or
- 42.1.3 the Contractor is in breach of or in default under the contract.
- 42.2 If the Owner converts the contract security pursuant to GC42.1, the amount realized shall be deemed to be an amount due from the Owner to the Contractor under the contract.
- 42.3 Any balance of an amount referred to in GC42.2 that remains after payment of all losses, damage and claims of the Owner and other shall be paid by the Owner to the Contractor, if in the opinion of the Engineer, it is not required for the purposes of the contract.

GC43 ENGINEER'S CERTIFICATES

- 43.1 On the date that
- 43.1.1 the work has been completed, and

- 43.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto, both to the satisfaction of the Engineer, he shall issue a Certificate of Final Completion to the Contractor.
- 43.2 If the Engineer is satisfied that the work is sufficiently complete to be acceptable for use by the Owner, he may, at any time before he issues a certificate referred to in GC43.1, issue a Certificate of Substantial Completion to the Contractor.
- 43.3 A Certificate of Substantial Completion referred to in GC43.2 shall describe the parts of the work not completed to the satisfaction of the Engineer and all things that must be done by the Contractor before a certificate referred to in GC43.1 will be issued.
- 43.4 The Engineer may, in addition to the parts of the work described in a Certificate of Substantial Completion referred to in GC43.2, require the Contractor to rectify any other parts of the work not completed to his satisfaction and to do any other things that are necessary for the completion of the work.
- 43.5 If the contract or a part thereof is subject to a Unit Price Arrangement, the Engineer shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the work and shall, at the request of the Contractor, inform him of those measurements.
- 43.6 The Contractor shall assist and co-operate with the Engineer in the performance of his duties referred to in GC43.5 and shall be entitled to inspect any record made by the Engineer pursuant to GC43.5.
- 43.7 After the Engineer has issued a Certificate of Final Completion referred to in GC43.1, he shall, if GC43.5 applies, issue a Certificate of Final Measurement.
- 43.8 A Certificate of Final Measurement referred to in GC43.7 shall
- 43.8.1 contain the aggregate of all measurements of quantities referred to in GC43.5, and
- 43.8.2 be binding upon and conclusive between the Owner and the Contractor as to the quantities referred to therein.

GC44 RETURN OF SECURITY DEPOSIT

- 44.1 After a Certificate of Substantial Completion referred to in GC43.2 has been issued, the Owner shall, if the Contractor is not in breach of or in default under the contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Engineer, is not required for the purposes of the contract.
- 44.2 After a Certificate of Final Completion referred to in GC43.1 has been issued, the Owner shall return to the Contractor the remainder of any security deposit unless the contract stipulates otherwise.
- 44.3 Interest shall not be paid on security deposits.

GC45 CLARIFICATION OF TERMS IN GC46 TO GC49

- 45.1 For the purposes of GC46 to GC49,
- 45.1.1 "Unit Price Table" means the table set out in the Tender, and
- 45.1.2 "plant" does not include tools customarily provided by a tradesman in practising his trade.

GC46 ADDITIONS OR AMENDMENTS TO UNIT PRICE TABLE

- 46.1 Where a Unit Price Arrangement applies to the contract or a part thereof the Engineer and the Contractor may, by an agreement in writing

- 46.1.1 add classes of labour, plant or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in a Final Certificate of Measurement referred to in GC43.7 is not included in any class of labour, plant or material set out in the Unit Price Table; or
- 46.1.2 subject to GC46.2, amend a price per unit set out in the Unit Price Table for any class of labour, plant or material included therein if an estimated quantity is set out therein for that class of labour, plant or material and a Final Certificate of Measurement referred to in GC43.7 shows or is expected to show that the total quantity of that class of labour, plant or material actually performed, used or supplied by the Contractor in performing the work is
 - 46.1.2.1 less than 85% of that estimated quantity; or
 - 46.1.2.2 in excess of 115% of that estimated quantity.
- 46.2 An amendment that is made necessary by GC46.1.2.2 shall apply only to the quantities that are in excess of 115%.
- 46.3 If the Engineer and the Contractor do not agree as contemplated in GC46.1, the Engineer shall determine the class and the unit of measurement of the labour, plant or material and the price per unit therefore shall be determined in accordance with GC49.

GC47 DETERMINATION OF COST - UNIT PRICE TABLE

- 47.1 Whenever, for the purposes of the contract it is necessary to determine the cost of labour, plant or material, it shall be determined by multiplying the quantity of that labour, plant or material expressed in the unit set out in the Unit Price Table by the price of that unit set out in the Unit Price Table.

GC48 DETERMINATION OF COST - NEGOTIATION

- 48.1 If the method described in GC47 cannot be used because the labour, plant or material is of a kind or class that is not set out in the Unit Price Table, the cost of the labour, plant or material for the purposes of the contract shall be the amount agreed upon from time to time by the Contractor and the Engineer.
- 48.2 For the purpose of GC48.1, the Contractor, when requested by the Engineer, shall submit a detailed statement of the cost to him of the labour, plant and material referred to in GC48.1 to the Engineer.

GC49 DETERMINATION OF COST - FAILING NEGOTIATION

- 49.1 If the parties or the methods described in GC46, GC47 or GC48 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of
 - 49.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant or material that falls within one of the classes of expenditure described in GC49.2 that are directly attributable to the performance of the contract, and
 - 49.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, and every other cost, charge and expense but not including those referred to in GC49.1.1 or of a class referred to in GC49.2, in an amount that is equal to:
 - (a) 10% of the sum of the expenses referred to in GC49.2.1;
 - (b) 20% of the sum of the expenses referred to in GC49.2.2 through GC49.2.8

- 49.2 For purposes of GC49.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are,
- 49.2.1 payments to subcontractors;
 - 49.2.2 wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work, other than wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Engineer;
 - 49.2.3 assessments payable under any statutory authority relating to worker's compensation, unemployment insurance, pension plan or holidays with pay;
 - 49.2.4 rent that is paid for plant or an allowance for depreciation of plant owned by the Contractor that is necessary for and used in the performance of the work, if that rent or allowance is reasonable and use of that plant has been approved by the Engineer;
 - 49.2.5 payments for maintaining and operating plant is necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Engineer, are necessary for the proper performance of the contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the work;
 - 49.2.6 payments for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the contract;
 - 49.2.7 payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the contract;
 - 49.2.8 any other payments made by the Contractor with the approval of the Engineer that are necessary for the performance of the contract.

GC50 RECORDS TO BE KEPT BY CONTRACTOR

- 50.1 The Contractor shall
- 50.1.1 maintain full records of his estimated and actual costs of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;
 - 50.1.2 make all records and material referred to in GC50.1.1 available to audit and inspection by the Owner and the Comptroller General of the Government of the Nunavut or by persons acting on behalf of either or both of them when requested;
 - 50.1.3 allow any of the persons referred to in GC50.1.2 to make copies of and to take extracts from any of the records and material referred to in GC50.1.1; and
 - 50.1.4 furnish any person referred to in GC50.1.2 with information he may require from time to time in connection with such records and material.
- 50.2 The records maintained by the Contractor pursuant to GC50.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC43.1 was issued or until the expiration of such other period of time as the Owner may direct.
- 50.3 The Contractor shall cause all subcontractors and all other persons directly or indirectly having control of the Contractor to comply with GC50.1 and GC50.2 as if they were the Contractor.

GC51 LITIGATION

- 51.1 This contract shall be deemed to have been made in Nunavut and shall be governed by the laws of Nunavut as far as applicable.

- 51.2 In the event of any legal action arising out of this agreement, the Contractor, if originating such action, may sue the Government of Nunavut in the name and style of "The Government of Nunavut" and the Government of Nunavut, if originating such action, may commence the action against the Contractor in his own behalf in the name and style of "The Government of Nunavut".

GC52 REQUIREMENTS FOR INUIT, LOCAL AND NUNAVUT CONTENT

- 52.1 The Contractor shall, in the performance of the Work, employ Inuit, Local and Nunavut workers and use Inuit, Local and Nunavut content to the greatest extent possible and at a minimum, no less than the amounts tendered by the Contractor in Appendix "B-2" of the tender. Workers shall meet all levels of proficiency, qualification and expertise as dictated by the authorities having jurisdiction and/or as defined in the contract documents.
- 52.2 The Contractor shall provide a schedule indicating the anticipated total monthly value of all Inuit, Local and Nunavut content and Labour to be expended in the execution of the Work. This schedule shall provide the benchmark for ensuring compliance by the Contractor with the requirements for the use of Inuit, Local and Nunavut content during the project.
- 52.3 For the Inuit Labour bonus or penalty, as set out in the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy), the benchmark shall be the minimum prescribed level for Inuit Labour identified on page 4 of Appendix J of the tender.

GC53 REQUIREMENT FOR COMMUNITY MEETINGS

- 53.1 The Contractor shall arrange meetings on a monthly basis, or other basis as may be mutually agreed by the parties to this contract, to monitor the use of Inuit, Local and Nunavut Labour and Inuit, Local and Nunavut content. The Contractor shall give the owner 3 to 5 days notice of all meetings called under GC53. The Contractor shall take reasonable steps to ensure that these meetings include the following representatives:
- (a) A community representative who has been designated to speak on behalf of the community (if available),
 - (b) A community manpower representative (if available),
 - (c) The Contractor,
 - (d) The Owner's representative.
- 53.2 The Contractor shall arrange a Community Meeting prior to the start of construction and at that meeting shall:
- (a) provide a schedule referred to in GC52.2 above to the community representative, or if no community representation is designated, shall provide a copy of this schedule to the Owner's representative,
 - (b) identify specific types of workers required during the project such as plumbers, painters or electricians and how many of those workers are required and when they are required and based on information received in accordance with GC53.2 (c) maintain a list of community manpower,
 - (c) request from the community manpower representative or from the Owner if no community manpower representative has been delegated, a list of workers available in the community,
- 53.3 The Owner shall attend all community meetings organized by the Contractor in accordance with GC53.3.2(c) and when requested by the Contractor shall:

- (a) identify and contact potential community workers who may be available to be employed on the Work, identify alternate workers if those workers initially identified are not available to work, and assist in confirming the residency of local workers.

53.4 The Contractor shall arrange Community Meeting as required by GC53.1 and at those meetings shall:

- (a) provide employment reports identifying workers used during the past month (to substantiate information provided on Appendix B-2),
- (b) provide an amended schedule referred to in GC53.2, if necessary
- (c) provide a consolidated report at the time of substantial completion, which shall confirm the total amount of Inuit, Local and Nunavut content used. This report will identify Inuit, Local and Nunavut payroll separately. This consolidated report shall be a condition precedent to the release of payment.

GC54 MONITORING THE LEVEL OF INUIT, LOCAL AND NUNAVUT LABOUR

54.1 The contractor is responsible to insure that every worker identified as Local or Nunavut meets the qualifying requirements of being ordinarily resident in Nunavut for the past 12 months, and for Local being a Nunavut resident ordinarily residing in the subject community for the past 4 months. The contractor may be required to provide proof of residency at any time throughout the project.

54.1.1 Reasonable proof of Nunavut and Local residency shall be any of the following:

- a) is on the Nunavut Tunggavik Inc. (NTI) enrolment list and provides a physical address where residing,
or
- b) has spent the last 12 months ordinarily resident in Nunavut and
 - i) has a valid Nunavut Health Care Card effective at least 9 months prior to start date of employment on the project;
and/or
 - ii) other accepted proof of residency such as: a Nunavut General Hunting License, a Nunavut Driver's Licence, a lease or rental receipt, or a certified Schedule T222 Income Tax return from the previous year or proof that Income Tax was paid in the Nunavut during the previous tax year;and provides a physical address where residing.
or
- c) is included on a list of approved Local or Nunavut residents verified by the municipality of their residence.

54.1.2 The Contractor is responsible to ensure that every worker identified as Inuit is on the NTI Inuit enrolment list, or would qualify to be on the list.

54.2 If requested by the Owner to do so, the contractor shall obtain a signed consent form from a worker which verifies their residency and permits the Owner to obtain any and all information required to support the worker's claim of residency and/or Inuit status. A standard consent form is attached as page 4 of Appendix "B" of the tender. A worker does not need to comply with the requirements of this clause 54.2 if the worker meets the requirements of GC54.1.1 (c).

GC55 FAILURE TO COMPLY WITH PROPOSED INUIT, LOCAL AND NUNAVUT CONTENT

55.1 The parties to this agreement recognize the high cost of living in Nunavut, and the need to build capacity of Inuit Firms and Labour in Nunavut, which is compensated for by the Owner through the provision of bid adjustments for the use of Inuit, Local and Nunavut Labour and other Inuit, Local and Nunavut Content, and the provision of bonuses under the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy). It is a priority of the Owner to maximize the opportunities for Inuit, Local and Nunavut workers and businesses to benefit from government contracts and the Owner may pay a premium in awarding its contracts to support this important objective.

55.2 Therefore, it is a fundamental requirement of this contract that the Contractor shall achieve, by the completion of the contract, at least the amounts tendered on Appendix B-2 of the tender, with the exception of decreasing the total amount of Other Content with corresponding equal or larger increases in the total amounts for Local and Non-Local Inuit and Nunavut Content; specifically by

- (a) decreasing the total amount of Other Payroll and increasing
 - (i) the amount of Nunavut Labour and the amount of Local Nunavut Labour,
 - or
 - (ii) the amount of Inuit Labour and the amount of Local Inuit Labour

which the Contractor has identified in Appendix B-2 of the Tender,

AND

- (b) decreasing the amount of Other Content excluding the amount of Other Payroll and increasing
 - (i) the amount of Local Nunavut Content (excluding Local Nunavut Labour) and the amount of Nunavut Content (excluding Nunavut Labour),
 - or
 - (ii) the amount of Local Inuit Content (excluding Local Inuit Labour) and the amount of Inuit Content (excluding Inuit Labour),

which the Contractor has identified in Appendix B-2.

55.3 In the event that the amounts of Inuit, Local and Nunavut expenditures actually achieved by the Contractor are less than the amounts identified in Appendix B-2, or as subsequently revised pursuant to clauses GC55.2 then the Owner MAY adopt one or more of the following remedies,

- (a) withhold from any progress payment an amount equal to:
 - (i) the difference between the amounts identified in Appendix B-2 and the amount identified in the Schedule of Values referred to in GC52.2;
 - or
 - (ii) the difference between any revised amounts pursuant to clause GC55.2 (a) and (b) and the amount identified in the Schedule of Values referred to in GC52.2.

This amount may be released to the contractor if at the date of a subsequent request the difference has been eliminated.

- (b) deduct from any Request for Contract Payment or the Request for Substantial or Final Completion an amount equal to:

- (i) 25% of the difference between the amounts identified in the Schedule of Values referred to in GC52.2 and the Employment Report and the amounts identified in Appendix B-2 of the Tender.
- (ii) 25% of the difference between the amounts identified in clause GC55.2 (a) (i) or (ii) and GC55.2 (b) (i) or (ii) and the amount identified in Appendix B-2 or the Schedule of Values referred to in GC52.2 and the Employment Report.
- (c) take the contract out of the Contractor's hands, in accordance with Clause 37 and GC38;
- (d) any other remedy deemed reasonable by the Owner.

55.3 In the event that the amount of difference identified in GC55.2 is 15% or less of the amount proposed in Appendix B-2 of the tender, the Owner, at its sole discretion, may waive the provisions of clause 55.3.

In the event that the minimum prescribed level of Inuit Labour set out in Appendix J of the tender is not met, then for future tenders where there are similar minimum prescribed levels for Inuit Labour, the Contractor may be deemed not "responsible" as defined in the Government Contract Regulations.

GC56 OBLIGATION TO PROVIDE CONTRACT SECURITY

56.1 Where the contract amount referred to in the Articles of Agreement is

56.1.1 less than \$100,000, the Engineer may require at the expense of the Owner the Contractor to provide contract security prescribed in GC57.

56.1.2 \$100,000 or more, the Contractor shall, at his own expense, provide one or more of the forms of contract security prescribed in GC57.

56.2 If the Contractor is required to provide contract security pursuant to GC57, the security shall be delivered to the Engineer within 14 days after the date that the Contractor receives notice that his tender or offer was accepted by the Owner.

GC57 PRESCRIPTION OF ACCEPTABLE CONTRACT SECURITY

57.1 If the Contractor is required to provide contract security pursuant to GC56, the Owner shall accept from the Contractor one or more of the forms of security prescribed in GC57.2. to GC57.6.

57.2 A Contractor shall deliver to the Owner:

57.2.1 A performance bond and a labor and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or,

57.2.2 A security deposit in an amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.

57.3 A performance bond and a labour and material payment bond referred to in GC57.2.1 shall be in a form as approved by the Federal Treasury Board (Federal Contracts) and be issued by a bonding or surety company that is approved by the Owner.

57.4 A security deposit referred to in GC57.2.2, shall be in the form of

57.4.1 "A letter of irrevocable guarantee" in the form authorized by the contract authority payable to the Owner that is drawn on a bank to which the Bank Act or the Quebec Savings Banks Act applies;

or

- 57.4.2 A certified cheque or bank draft from a bank acceptable to the Owner and made payable to the Owner.
- 57.5 The "letter(s) of irrevocable guarantee" referred to in GC57.4.1 shall be
- 57.5.1 Held uncashed until 14 days prior to their expiry date, unless the expiry date is extended for a further term, beyond the contract completion date stated in the Articles of Agreement.
- 57.6 The certified cheque as referred to in GC57.4.2 shall be deposited by the Owner into the Owner's bank account.

GC58 COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRMENTS

58.1	Comprehensive General Liability Insurance with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than twelve (12) months from the date of the Final Certification of Completion. <u>The Owner is to be added as an Insured under this policy. Such insurance shall include but is not limited to:</u>
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- 58.1.1 Premises, Property and Operations Liability;
- 58.1.2 Products and Completed Operations Liability;
- 58.1.3 Owners' and Contractors' Protective Liability;
- 58.1.4 Blanket Written Contractual Liability;
- 58.1.5 Non-Owned Automobile Liability;
- 58.1.6 Broad Form Property Damage Extension;
- 58.1.7 Use of explosives for blasting, shoring, excavating, underpinning, demolition, removal, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable;
- 58.1.8 Contingent Employer's Liability;
- 58.1.9 Person Injury Liability;
- 58.1.10 Employees As Additional Insureds;
- 58.1.11 Cross Liability With Respect To Additional Insureds;
- 58.1.12 Asbestos Abatement Liability, as applicable.

GC59 AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS

- 59.1 Automobile Liability Insurance in respect of Contractor's owned and leased vehicles shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property. And when applicable:
- S.E.F. No. 4a Explosives Endorsement;
 - S.E.F. No. 21b Blanket Fleet Endorsement.

GC60 AIRCRAFT AND WATER CRAFT LIABILITY INSURANCE REQUIREMENTS

- 60.1 Aircraft and Watercraft Liability Insurance with respect to owned or non-owned aircraft and watercraft if used directly in or indirectly in the performance of the Work, including use of airport premises, with limits of not less than one million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than one million dollars for Aircraft Passenger Hazard. Such insurance shall be in a form acceptable to the Owner.

GC61 ROPERTY INSURANCE (All "Risks" Course of Construction Insurance)

- 61.1 The Contractor shall obtain and pay for Course of Construction Insurance for this Project as described in the following paragraphs.
- 61.2 **All "Risks" Course of Construction Insurance** on a very broad basis, to protect as Insureds, all those who have direct participation in the construction of the Project, for claims which may arise as a result of loss or damage during course of construction.
- 61.3 **Coverage:** "All Risks" of physical loss or damage or destruction while the Project is in course of construction, site preparation, reconstruction, repair, erection, fabrication, testing, and including all materials, equipment machinery, structures, property, fitting, fixtures, betterment, and supplies of any nature whatsoever to enter into and form part of the finished Project while at the site of operations or elsewhere in Canada or the Continental United States or America, all the property of the Insureds or the property of others for which the Insureds have assumed responsibility, or for whom the Insured are required to carry insurance, including while on a river or lake crossing ferry in connection with land transportation, and including goods in transit to the site.
- 61.4 **Term:** From the commencement of work to the date of the Substantial Completion as certified by the Owner.
- 61.5 **Limit of Liability:** The limit of liability at the Project site is the estimated full completed value of the Project including, but not limited to, owner-supplied labour or materials, reasonable profit, insurance costs, overhead, taxes, labour, administrative fees and all other expenses which are incurred as additional costs as a result of a partial or total loss.
- 61.6 **Deductible:** The Contractor shall be responsible for a deductible to a maximum of \$50,000.

GC62 GENERAL INSURANCE CONDITIONS

- 62.1 **Deductible:** Amount of deductible on any insurance provided by Contractor shall be borne in its entirety by Contractor.
- 62.2 **Waiver of Recourse:** Contractor waives all rights of recourse against the Owner for damages to Contractor's property or property of others for which Contractor is responsible and Contractor's Insurers have no right of subrogation against the Owner.
- 62.3 **Notice of Cancellation:** All required insurance shall be endorsed to provide the Owner with 30 days advance written notice of material change, cancellation or termination. Such notices shall be addressed to: The Owner (as noted on the Contractor's Certificate of Insurance).
- 62.4 **Other Insurance:** Contractor shall provide, maintain and pay for any additional insurance which is required to be provided by the Contract Documents, or by law, or which he considers necessary to cover risks not otherwise covered by insurance specified in these conditions.
- 62.5 **Contractor's Certificate of Insurance:** The Contractor shall complete the attached form "Contractor's Certificate of Insurance", and shall within 14 days after the acceptance of the tender deliver this completed certificate to the Owner. Substitute certificates will not be accepted; the Contractor must use this certificate.

END OF GENERAL CONDITIONS

SPECIAL PROVISIONS

None.