



THIS AGREEMENT MADE IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

BETWEEN:

**THE CITY OF IQALUIT**

("the City")

– and –

[NAME]

("the Contractor")

**ARTICLES OF AGREEMENT**

IN CONSIDERATION of the mutual promises and obligations contained in the Contract Documents, the City and the Contractor agree as follows:

**A1. CONTRACT DOCUMENTS**

1.1 The documents forming the Contract between the City and the Contractor, referred to herein as the Contract Documents shall consist of:

- (a) these Articles of Agreement;
- (b) the document attached hereto entitled "General Conditions";
- (c) the document attached hereto entitled "Supplementary General Conditions";
- (d) the documents attached hereto entitled "Plans and Specifications";
- (e) the documents attached hereto entitled "Tender Documents"; and
- (f) any amendment or variation of the Contract Documents that is made in accordance with the General Conditions.

1.2 The City hereby designates Earth Tech (Canada) Inc. as the Engineer for the purposes of the Contract.

1.3 In the Contract:

- (a) "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
- (b) "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 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 date of these Articles of Agreements and the \_\_\_\_\_ day of \_\_\_\_\_, in a careful and workmanlike manner, diligently perform and complete the following Work:
- 2.1.1 Supply and installation of a pumps, removable grinder channel, grinder, hoist, boilers, and generator.
- 2.1.2 Removal, salvage/disposal of existing piping, electrical, mechanical and process components, redundant equipment and all other items to install new components.
- 2.1.3 HVAC and piping upgrades
- 2.1.4 Demolition and replacement of current superstructure.
- 2.1.5 Associated Mechanical, Electrical and Instrumentation/control work.
- 2.1.6 Associated structural and architectural work.
- 2.1.7 Associated civil and site works.
- 2.1.8 Transportation to Site and installation of above.

## **A3. CONTRACT PRICE**

- 3.1 Subject to any increase, decrease, deduction or set-off that may be made under the Contract, the City shall pay the Contractor at the times and in the manner set out or referred to in the General Conditions.
- 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, including goods and services tax (GST); and
- 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, as certified by the Engineer, multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the Work or the part thereof that is subject to a Unit Price Arrangement, including goods and services tax (GST).



3.2 For the information and guidance of the Contractor and the persons administering the Contract on behalf of the City, 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 City to the Contractor for the part of the Work to which a Unit Price Arrangement is applicable will not exceed \_\_\_\_\_, GST included.

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.

3.5 The Contract Price shall include Goods and Services Tax.

#### **A4. ADDRESSES**

4.1 For all purposes of the Contract, the Contractor's address shall be deemed to be:

**[Contractor's Address]**

4.2 For all purposes of the Contract, the City's address shall be deemed to be:

City of Iqaluit  
P.O. Box 460  
Iqaluit, Nunavut X0A 0H0



SIGNED, SEALED AND DELIVERED in the presence of:

**CONTRACTOR:**

Per: \_\_\_\_\_  
Signature \_\_\_\_\_ Witness \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Position \_\_\_\_\_

Per: \_\_\_\_\_  
Signature \_\_\_\_\_ Witness \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Position \_\_\_\_\_

Contractor's Seal

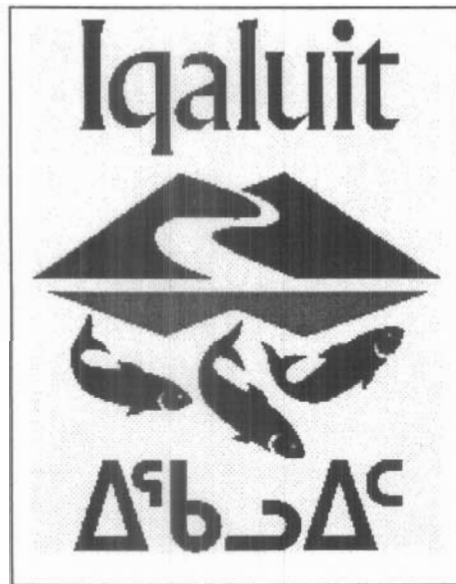
**MUNICIPAL CORPORATION OF THE CITY OF IQALUIT**

Per: \_\_\_\_\_  
Mayor \_\_\_\_\_ Date \_\_\_\_\_

Per: \_\_\_\_\_  
Senior Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

City's Seal

END OF ARTICLES OF AGREEMENT



**THE CITY OF IQALUIT  
CONSTRUCTION CONTRACT  
GENERAL CONDITIONS**

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## 1. GENERAL PROVISIONS

### 1.1 Definitions

The following terms, whenever used in the Contract Documents, shall mean:

- (a) **“Adjustment”**: a change in either the Contract Price or the Contract Time, or both, in accordance with the applicable provisions of the Contract Documents;
- (b) **“Applicable Laws”**: any and all applicable laws, rules, regulations, by-laws, codes and orders of any and all government bodies, agencies, authorities and courts;
- (c) **“Arbitrator”**: the person appointed under GC 9.3(a);
- (d) **“Articles of Agreement”**: the executed Articles of Agreement;
- (e) **“Change Order”**: a written instrument prepared by the Engineer and signed by the City and the Contractor stating their agreement upon:
  - (i) a change in the Work, and
  - (ii) the method and/or the amount of Adjustment, if any;
- (f) **“City”**: the party defined as such in the Articles of Agreement;
- (g) **“Claim”**: any or all of:
  - (i) a demand or assertion by the City or the Contractor seeking an interpretation of Contract terms, an Adjustment, or other relief with respect to the terms of this Contract;
  - (ii) other disputes and matters in question between the City and the Contractor arising out of or relating to this Contract; and
  - (iii) allegations by the City or the Contractor of errors or omissions on the part of the Engineer;
- (h) **“Completion Date”**: the date of Substantial Completion of the Work, as certified by the Engineer;
- (i) **“Construction Schedule”**: the Construction Schedule referred to in GC 3.6, including revisions thereto as provided in GC 3.6, GC 10.2(d) or otherwise required by the Engineer;
- (j) **“Contract”**: the undertaking by the parties to perform their respective duties and discharge their obligations as set out in the Contract Documents which represents the entire agreement between the parties;

- (k) **“Contract Documents”**: the documents referred to in the Articles of Agreement and amendments agreed on by the parties in writing;
- (l) **“Contract Price”**: the sum stated in the Articles of Agreement and as may be amended during the progress of the Work;
- (m) **“Contract Time”**: the time stated in the Articles of Agreement, and as may be amended during the progress of the Work, elapsing from the date of commencement of the Work until the date of Substantial Completion of the Work, as certified by the Engineer;
- (n) **“Contractor”**: the party defined as such in the Articles of Agreement;
- (o) **“day”**: a calendar day;
- (p) **“Engineer”**: the person designated as such in the Articles of Agreement, or such other person designated as such by the City from time to time;
- (q) **“Final Completion”**: when the Work has been performed in accordance with the Contract Documents, as certified by the Engineer;
- (r) **“GC”**: a reference to a clause in these general conditions of this Contract.
- (s) **“Holdback Payment Certificate”**: a certificate issued in accordance with GC 5.6;
- (t) **“Lien Holdback”**: has the meaning given in GC 5.2(a)(i)
- (u) **“Project”**: the total construction of which the Work to be performed under this Contract may be the whole or a part;
- (v) **“Referee”**: the person appointed under GC 9.2(a);
- (w) **“Site”**: the land or actual place designated in the Contract Documents for the performance of the Work;
- (x) **“Subcontractor”**: a party having a direct contract with the Contractor for the performance of any part of the Work, or to supply products worked to a special design for the Work;
- (y) **“Substantial Completion”**: when the Work has progressed to the point where, in the opinion of the Engineer as evidenced by the certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the intended purpose;
- (z) **“Supplier”**: a party having a direct contract with the contractor to supply products not worked to a special design for the Work;
- (aa) **“Work”**: all or any part of the construction and services required by the Contract Documents, including all labour, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under this Contract.

## 1.2 Documents and Interpretation

- (a) It is the intent of the Contract Documents to include all labour, materials, equipment and services necessary to perform the Work in accordance with the Contract Documents. Any labour, materials, equipment and services that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result, will be furnished and performed by the Contractor, whether or not specifically called for.
- (b) The Contract Documents are complementary, and what is required by one document shall be as binding as if required by all.
- (c) This Contract represents the entire agreement between the City and the Contractor and supersedes all prior negotiations, representations and agreements, either written or oral.
- (d) When words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents and are not otherwise defined, they shall be interpreted in accordance with that meaning.
- (e) The Contract Documents shall not be construed to create a contractual relationship of any kind between:
  - (i) the Engineer and the Contractor, a Subcontractor, a Supplier, a subsubcontractor or its or their agent or employee, or other person performing any of the Work;
  - (ii) the City and a Subcontractor, a Supplier, a subsubcontractor or their agent, employee, or other person performing any of the Work, or
  - (iii) between any persons or entities other than the City and the Contractor.

The Engineer shall however, be entitled to demand performance and enforce the obligations of the parties under this Contract, to facilitate performance of the Engineer's duties.

- (f) Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in GC 4.1.
- (g) In the event of any inconsistency or conflict between provisions of the Contract Documents, the following shall apply:
  - (i) documents of later date shall govern over earlier documents of the same classification;
  - (ii) figured dimensions shown on drawings shall govern over scaled dimensions;
  - (iii) drawings of larger scale shall govern over those of smaller scale;
  - (iv) specifications shall govern over drawings;

- (v) the general conditions shall govern over the specifications;
  - (vi) supplementary general conditions shall govern over the general conditions, and
  - (vii) the Articles of Agreement shall govern over all documents.
- (h) The City shall provide the Contractor with as many sets of Contract Documents as are reasonably required for the performance of the Work.
  - (i) The Contractor shall maintain a set of drawings on the Site and record accurately and legibly all deviations caused by Site conditions and written instructions or change orders ordered by the Engineer. The Contractor shall keep one copy of all current Contract Documents and shop drawings on the Site, in good condition. These documents shall be available to the Engineer throughout the duration of the Work.
  - (j) All Contract Documents, including copies, and all models furnished by or to the Contractor are and shall remain the property of the City and are not to be used on other work. The Contract Documents are not to be copied or revised in any manner without the City's written consent.
  - (k) The division into sections, the table on contents, and the heading in the Contract Documents, other than in the drawings and specifications, form no part of this Contract but are inserted for convenience of reference only.
  - (l) Any reference to a statutory provision shall include any subordinate legislation made and from time-to-time amended, extended or re-enacted.
  - (m) Unless otherwise indicated, all dollar amounts referred to in this Contract are in lawful money of Canada.
  - (n) If any provision of this Contract 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 Contract shall continue in full force and effect. In the event any provision of this Contract, 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 Contract shall remain in full force and effect.
  - (o) The schedules, appendices and attachments to this Contract are an internal part of this Contract and a reference to this Contract includes a reference to the schedules, appendices and attachments.
  - (p) The language of the specifications and other documents comprising this Contract is in many cases written in the imperative for brevity. Clauses containing instruction, directions or obligations are directed to the Contractor and shall be construed and interpreted as if the words "the Contractor shall" immediately preceded the instructions, directions or obligations.

- (q) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (r) Unless otherwise provided in this Contract, all accounting and financial terms used in this Contract shall be interpreted and applied in accordance with Canadian generally accepted accounting principles, consistently applied from one period to the next.
- (s) References containing terms such as:
  - (i) “hereof,” “herein,” “hereto,” “hereinafter,” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Contract taken as a whole; and
  - (ii) “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- (t) Whenever the terms “will” or “shall” are used in this Contract in relation to the Contractor they shall be construed and interpreted as synonymous and to read “the Contractor shall”.

### **1.3 Notices**

- (a) Where a notice is required by the Contract Documents to be given in writing to the Contractor, it may be delivered personally to the Contractor or his site superintendent, or delivered or sent by mail or facsimile transmission to the Contractor’s address set out in the Articles of Agreement or to his office at or near the Site.
- (b) Where a notice is required by the Contract Documents to be given in writing to the Engineer, it may be delivered personally, or delivered or sent by mail or facsimile transmission to the Engineer’s address set out in the Articles of Agreement, or to the office of the Engineer at or near the Site.
- (c) Notwithstanding the foregoing provisions of this GC 1.3, each party shall use the most expeditious method of giving the written notice or communication.
- (d) A written notice or communication sent by mail shall be deemed to have been received ten days from the date of posting. Whenever a notice or communication is sent by facsimile transmission, acknowledgement from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; this acknowledgement may be made verbally, in person or by telephone. If no such acknowledgement is given, it shall be deemed to have been received and be effective ten days from the date the original document was sent.

## **1.4 Rights and Remedies**

- (a) No obligations or responsibilities of any kind by or on behalf of the City shall be implied into the Contract Documents if in the opinion of the Engineer, it is not reasonable under the circumstances to imply that such obligations or responsibilities form part of the Contract Documents.
- (b) Any failure by the City or the Engineer to enforce or to require the strict performance of any of the provisions of this Contract shall not, in any way constitute a waiver of those provisions and affect or impair those provisions or any right the City has at any time to avail itself of any remedies the City may have for any breach of these provisions or to require the Work to be performed in accordance with the Contract Documents.
- (c) Except as expressly provided in the Contract Documents, the duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **1.5 Assignment**

This Contract, or any part of it, or any benefit or interest in it, shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City has the right, in the event of any default by the Contractor, to assign all its rights and remedies against the Contractor to the Government of Nunavut.

## **1.6 Applicable Law**

This Contract shall be deemed to have been made in Nunavut and shall be governed by and interpreted in accordance with the laws of Nunavut and the laws of Canada applicable therein.

## **1.7 Successors and Assigns**

This Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

# **2. CITY'S OBLIGATIONS**

## **2.1 Payment**

Subject to any other provision in the Contract Documents, the City shall make payments to the Contractor at the times and in the manner set out in GC 5.

## **2.2 Site Availability**

- (a) The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access to the Site and any other lands designated for the use of the Contractor. The Contractor shall provide and pay for any additional lands and access the Contractor may require, in accordance with GC 3.10(a).
- (b) Except for permits and fees which are the responsibility of the Contractor under GC 3.13, the City shall obtain and pay for necessary approvals, easements and charges required for the development of the Site and for the use or occupancy of permanent structures or for permanent changes in existing facilities.

## **2.3 Engineer as Representative**

- (a) Unless otherwise provided in the Contract Documents, the City shall communicate with the Contractor through the Engineer, and the Contractor shall communicate with the City through the Engineer.
- (b) If the contract with the Engineer is terminated, the City shall promptly appoint a replacement.

## **2.4 Reference Points**

The City shall establish physical reference points for construction on the Site which are, in the opinion of the Engineer, necessary to enable the Contractor to proceed with the Work. The Contractor shall safeguard such reference points in accordance with GC 3.11(b).

## **2.5 Materials Supplied by the City**

Any materials, instructions, information or services required to be supplied by the City under this Contract shall be furnished with reasonable promptness to avoid delay in the orderly progress of the Work.

## **2.6 Control of the Work**

Neither the City nor the Engineer shall supervise or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques or procedures of construction. Neither the City nor the Engineer will be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, nor for its failure to comply with Applicable Laws.

## **2.7 Limitation of Liability**

In no event, including without limitation if the City breaches its obligations under this Contract, shall the City be liable to the Contractor, its Subcontractors, subsubcontractors or any other parties engaged directly or indirectly by or acting on their behalf, for indirect loss, consequential loss, loss of business opportunity or loss of anticipated profit.



### **3. CONTRACTOR'S OBLIGATIONS**

#### **3.1 General Obligation**

Notwithstanding any omissions from the Contractor's tender, the Contractor is required to perform all of the Work required by the Contract Documents, including any Work which can be reasonably inferred from them as being necessary to produce the intended result. The Contractor is to perform the Work within the Contract Time, in accordance with the Construction Schedule referred to in GC 3.6.

#### **3.2 Independent Contractor**

The Contractor is an independent contractor and shall have complete control of the Work. The Contractor shall effectively direct and supervise the Work to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work, except as may be otherwise specified in the Contract Documents.

Nothing in this Contract shall be construed to mean that the Contractor is an employee, agent or other representative of the City.

#### **3.3 Review of Contract Documents**

- (a) By executing this Contract, the Contractor represents that the Contractor has reviewed the Contract Documents and has verified the dimensions, quantities and details described in them. Failure to discover or correct errors, omissions, conflicts or discrepancies which ought to have been discovered by such a review shall not relieve the Contractor from full responsibility for unsatisfactory Work, faulty construction or improper operations resulting therefrom, nor from rectifying such conditions at the Contractor's expense.
- (b) If the Contractor proceeds with the Work in the face of an error, inconsistency or omission that the Contractor discovered, or that a competent Contractor reasonably experienced in the Work would have discovered, without additional instructions from the Engineer, then the Contractor shall at the Contractor's cost remove or replace any incorrectly constructed Work.

#### **3.4 Site Conditions**

- (a) By executing this Contract, the Contractor represents that the Contractor is familiar with the conditions under which the Work is to be performed. The Contractor further represents that the Contractor understands the requirements of the Contract Documents and what effects the Site conditions will have on the Work. The Contractor's failure to visit the Site will not excuse the Contractor from the responsibility which otherwise would have been assumed, had the Contractor visited the Site.



- (b) Following the start of the Work, if the subsurface conditions are substantially different from what could reasonably have been expected, based on a reasonable and proper examination of the Site by the Contractor and the information provided in the tender documents, if any, the Contractor must promptly notify the Engineer in writing prior to performing the Work. The Contractor may make a claim for changed site conditions in only accordance with GC 9.1.

### **3.5 Temporary Structures**

The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for professional engineering personnel, registered to practice in Nunavut, skilled in the appropriate discipline, to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

### **3.6 Schedule**

- (a) Within fourteen days of executing the Articles of Agreement and as a condition of the first progress payment, the Contractor shall submit to the Engineer for review, a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the major activities of the Work to be performed. This Construction Schedule shall include the sequence and coordination of the various operations and the estimated time required for the Work and shall provide sufficient detail to permit the Engineer to monitor the progress of the Work. The Contractor shall revise the proposed Construction Schedule as requested by the Engineer, and the Contractor shall perform the Work in strict adherence to the Construction Schedule, including revisions thereto required by the Engineer, unless it is changed in accordance with the terms of this Contract.
- (b) If at any time it should appear to the Engineer that the actual progress of the Work does not conform to the Construction Schedule, the Contractor shall produce at the Engineer's request, a revised Construction Schedule showing the modifications necessary to ensure completion of the Work in accordance with the previously approved Construction Schedule and shall promptly adopt acceptable additional means and methods of construction, at no cost to the City, which will make up for the time lost and will ensure completion in accordance with the revised Construction Schedule.
- (c) If the Contractor fails or refuses to revise the Construction Schedule as required by this GC, this Contract may be terminated at the City's option, in accordance with GC 10.3.
- (d) The Engineer's review, comments, consent, acceptance or approval to the Construction Schedule shall not relieve the Contractor of any of the Contractor's obligations under this Contract.

### **3.7 Superintendent**

- (a) The Contractor shall assign a competent superintendent and necessary assistants, one or more of whom shall be in attendance at the Site at all times during the progress of the Work. The superintendent and necessary assistants, if any, shall be designated in writing to the Engineer and shall act as the Contractor's authorized representative at the Site. All written or oral communications to the superintendent shall be deemed to have been given to the Contractor. The superintendent shall only be replaced after the Contractor has received written approval from the City.
- (b) The City may order the removal from the Work of any superintendent, supervisor, foreman or other employee who is in the opinion of the City, unfit for the Work, unskilled in the work assigned to him or otherwise unsuitable. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.

### **3.8 Subcontractors**

- (a) The Contractor shall not employ any Subcontractor without the approval of the City. Once the names of the proposed Subcontractors have been submitted, the Contractor shall not change these Subcontractors without the advance written consent of the City. If any changes are made without consent, this Contract may be terminated at the City's option, in accordance with GC 10.3.
- (b) The City, through the Engineer, may, at any time during the performance of the Work, object to the use of a Subcontractor and direct the Contractor in writing to employ a different Subcontractor satisfactory to the Engineer.
- (c) The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors, their agents, employees, and all parties engaged by the Contractor or its Subcontractors for the provision of work or the supply of materials.
- (d) The Contractor agrees to incorporate the terms of the Contract Documents into all the Contractor's subcontract agreements.
- (e) The Contractor shall maintain good order and discipline among the Contractor's employees and the Subcontractors engaged in the Work. The Contractor shall not employ, or permit Subcontractors to employ, workers who are not skilled in the assigned task. The Contractor shall employ sufficient workers to perform the Work in compliance with the Construction Schedule.

### **3.9 Other Contractors**

- (a) The City reserves the right to let separate contracts with other contractors or workers, or to undertake work using the City's own forces to do other work. If other contractors, workers or the City's own forces are sent onto the Site, with or without plant and material, the Contractor shall, to the satisfaction of the City, grant access to and cooperate with such persons and, in accordance with usual