

ARTICLES OF AGREEMENT

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

Between

(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 1.2.1 The Owner hereby designates _____
as the Owner's Representative for the Department of _____ 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 [REDACTED] day of [REDACTED], 20[REDACTED], in a careful and workmanlike manner, diligently perform and complete the following work:

[REDACTED]
which work is more particularly described in the Plans and Specifications.

A3 CONTRACT AMOUNT

- 3.1 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 \$ [REDACTED] 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.
- 3.2 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
- \$ [REDACTED].

- 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 agrees 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)

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

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

Government of Nunavut

Facsimile No. (867)

• _____
Signature

Name

Title

Date

Witness

Title

END OF ARTICLES OF AGREEMENT