

CONTRACTOR'S CERTIFICATE OF INSURANCE - APPENDIX page 2 of 1

PARTICULARS OF INSURANCE

<p><b>GENERAL LIABILITY</b></p> <p> <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"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> Owners' &amp; Contractors' Protective Liability       </p>	<p><b>AUTOMOBILE LIABILITY</b></p> <p> <input type="checkbox"/> S.E.F. No. 4a Explosive Endorsement  <input type="checkbox"/> S.E.F. No. 21b Blanket Fleet Endorsement  <input type="checkbox"/> </p> <p><b>AIRCRAFT LIABILITY</b></p> <p> <input type="checkbox"/>  <input type="checkbox"/> </p> <p><b>WATERCRAFT LIABILITY</b></p> <p> <input type="checkbox"/>  <input type="checkbox"/> </p>
<p><b>REMARKS (STATE DEDUCTIBLES) IF ANY</b></p>	

**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)

## ARTICLES OF AGREEMENT

These Articles of Agreement, effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Between

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*(herein the "Owner")*

and

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*(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

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 any Addenda issued during the Tender period and identified in Clause 2 of the Tender Form;
- 1.2. any amendment or variation of the contract documents that is made in accordance with the General Conditions,
  - 1.1.2 The Owner hereby designates Bryan W. Purdy P.Eng. "Municipal Planning Engineer as the Owner's Representative for the Hamlet of Chesterfield ( Department of Community Government and Transportation of the Government of Nunavut.)
  - 1.2.3 The Contractor hereby designates \_\_\_\_\_ as the Contractor's Representative.
- 1.3 In the contract;
  - ..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
  - 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.

# Checkers Lake Access Road

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Government of Nunavut  
Construction Contract  
For Checkers Lake Access Road  
April 2003

Articles of Agreement  
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Checkers Lake Access Road

**A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK**

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

Construction of the Checkers Lake Access Road in Chesterfield Inlet, Nunavut.

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

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

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

\$ \_\_\_\_\_

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 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 1987 - SECTION 46**

The attention of the Contractor is drawn to the following statutory provision:

"It is a condition of every contract made by or on behalf of the Government requiring an expenditure that an

### Checkers Lake Access Road

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."

SIGNED, SEALED AND DELIVERED in the presence

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

(Seal)

Facsimile No.

Signature

Name \_\_\_\_\_

Title

Date

---

Signature

Witness

Name \_\_\_\_\_

Name \_\_\_\_\_

Title

Title

Owner: Owner's Full Business Name and Address

Government of Nunavut

Facsimile No. (867)

Signature

Date

Name \_\_\_\_\_

Witness

Title

### Title

## TERMS OF PAYMENT

### TP1 AMOUNT PAYABLE - GENERAL

Subject to any other provisions of the contract, the Owner, hereinafter in these Terms of Payment the "Hamlet of Chesterfield Inlet" will pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the aggregate of the amounts described in TP2 exceeds the aggregate of the amounts described in TP3, 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 Nangminiqaqtunik Ikajuuti (NNI Policy) for the Work, and
- 2.1.4 the applicable Goods and Services Tax (GST).

### TP3 AMOUNTS PAYABLE TO THE HAMLET OF CHESTERFIELD INLET

The amounts "payable to the Hamlet of Chesterfield Inlet" are the aggregate of the amounts, if any, that the Contractor is liable to pay the Hamlet of Chesterfield Inlet pursuant to the within contract, including any penalty assessed for Inuit Labour shortfalls, as described in the Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) for the Work.

3.2 When making any payment to the Contractor, the failure of the Hamlet of Chesterfield Inlet 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

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 Hamlet of Chesterfield Inlet.

4.2 The Contractor shall, on the expiration of a payment period, deliver to the "Representative", as designated by the Hamlet of Chesterfield Inlet 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; - 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 (no GST), the Holdback, Sub-total #2 (Sub-total #1 less the Holdback), and the Grand Total (Sub-total #2 plus GST).

4.3 The Representative, as designated by the Hamlet of Chesterfield Inlet, 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 Hamlet of Chesterfield Inlet, 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

## Checkers Lake Access Road

4.3.4 send to the Hamlet of Chesterfield Inlet , Public Works and Services Department (PW&S)'s 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 Hamlet of Chesterfield Inlet , (and PW&S's Regional Project Manager or the Regional Director depending on the signing authority of these persons) and a copy of the PW&S's Major Works Contract Payment Check List with the appropriate sections filled out. In addition, the Representative, as designated by the Hamlet of Chesterfield Inlet , will send a copy of the agreed invoice and the RCP to the Contractor

4.4 Subject to TP1, the Hamlet of Chesterfield Inlet , will pay the Contractor in accordance with the amounts stipulated hereunder. Invoices of Nunavut Contractors, as defined by the Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy), will become due and payable 20 days after receipt of the invoice, provided the invoice is approved by the Representative, as designated by the Hamlet of Chesterfield Inlet , as specified in TP4.3. Invoices from other Contractors will become due and payable 30 days after approval of the invoice by the Representative, as designated by the Hamlet of Chesterfield Inlet , as specified in TP4.3:

4.4.1 an amount that is equal to 95% of the value that is indicated in that invoice if a labour and material payment bond has been furnished by the Contractor, or;

4.4.2 an amount that is equal to 90% of the value that is indicated in that invoice if a labour and material payment bond has not been furnished by the Contractor.

Subject to TP1 and TP4.6, the Hamlet of Chesterfield Inlet will, not later than 20 days for Nunavut Contractors (as defined by the Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) of the GN) or 30 days for other Contractors after the date of issue of a Substantial Certificate of Completion referred to in GC43.2, pay the Contractor the amount referred to in TP1 less the aggregate of;

4.5.1 the sum of all payments that were made pursuant to TP4.4,

4.5.2 an amount that is equal to the Hamlet of Chesterfield Inlet 's estimate of the cost to the Hamlet of Chesterfield Inlet of rectifying defects described in the Substantial Certificate of Completion, and

4.5.3 an amount that is equal to the Representative, as designated by the Hamlet of Chesterfield Inlet , estimate of the cost to the Hamlet of Chesterfield Inlet of completing the parts of the Work described in the Substantial Certificate of Completion other than the defects referred to in TP4.5.2

4.6 It is a condition precedent to the Hamlet of Chesterfield Inlet 's obligation under TP4.5 that:

6.1 the Contractor has made and delivered to the Hamlet of Chesterfield Inlet 's Representative a statutory declaration described in TP4.7 in respect of a Substantial Certificate of Completion referred to in GC43.2, and

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

4.7 A statutory declaration referred to in TP4.6 and TP4.9 shall be submitted on the attached form, page 4 & 5.

4.8 Subject to TP1 and TP4.9, the Hamlet of Chesterfield Inlet will, not later than 20 days for Nunavut Contractors (as defined by the Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) of the GN or 30 days for other Contractors after the date of issue of a Final Certificate of Completion referred to in GC43.1 and provided that the Hamlet of Chesterfield Inlet is in receipt of statutory declaration as described in TP4.7, 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 TP4.5.

## TP5 PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON THE HAMLET OF CHESTERFIELD INLET

## Checkers Lake Access Road

Neither a RCP referred to in TP4.3 nor any payment made by the Hamlet of Chesterfield Inlet pursuant to these Terms of Payment shall be construed as an admission by the Hamlet of Chesterfield Inlet , 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 Hamlet of Chesterfield Inlet , may set-off any amount payable to the Hamlet of Chesterfield Inlet 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 Hamlet of Chesterfield Inlet and the Contractor;
  - 6.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour material, or
  - 6.2.2 in respect of which the Hamlet of Chesterfield Inlet , 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

If the contract is terminated pursuant to GC40, the Hamlet of Chesterfield Inlet , 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 Hamlet of Chesterfield Inlet 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:

At \_\_\_\_\_ 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)

Subcontractor(s)

Amount(s) in Dispute  
and Being Withheld

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Checkers Lake Access Road

Certificate of Completion - STATUTORY DECLARATION  
2nd page

and the following amounts, if any, which are being withheld pending payment to the Contractor by the Hamlet of Chesterfield Inlet.

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."

## GENERAL CONDITIONS

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## GENERAL CONDITIONS

### GC1 INTERPRETATION

the contract

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.

"contract" means the contract documents referred to in the Articles of Agreement.

"contract security" means any security given by the Contractor to the Owner in accordance with the contract.

"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. "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. "person" includes, unless the context otherwise requires, a partnership, proprietor-ship, firm, joint venture, consortium and a corporation.
1. "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. "subcontractor" means a person to whom the Contractor has, subject to GC4 subcontracted the whole or any part of the work.
- 1.9 "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.
- 1.10 "superintendent" means the employee of the Contractor who is designated by the Contractor to act pursuant to GC18
- 1.11 "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.

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.

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.

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

the Plans and Specifications, the Specifications govern;  
the Plans, the Plans drawn with the largest scale govern, and  
figured dimensions and scaled dimensions, the figured dimensions govern.

Any reference to a statutory provision shall include any subordinate legislation made and from time-to-time amended, extended or re-enacted.

This Agreement shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada as applicable therein.

Unless otherwise indicated, all dollar amounts referred to in the Agreement are in lawful money of Canada.

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.

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.

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**

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**

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**

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 Engineer may, within six days of receipt by him of a notification referred to in GC4.2, object to the intended subcontracting.

If the Engineer objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.

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.

Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this contract that are of general application.

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**

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**

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**

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

- 1.1 lack of or a defect in the Owner's title to the work site whether real or alleged
- 9.1 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

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.

The Contractor shall not use any material, plant or real property referred to in GC11.1 except for the purpose of performing this contract.

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 do 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 the cost.

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 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**

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

The Contractor shall

- permit the Engineer to have access to the work and its site at all times during the performance of the contract
- 4.1.2 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

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

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.

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.

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.

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

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

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

#### **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**

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 to the performance of the work.

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.

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.

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**

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.